

*Westside Haines City
Community Development District*

Meeting Agenda

August 6, 2024

AGENDA

Westside Haines City

Community Development District

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

July 30, 2024

Board of Supervisors Meeting **Westside Haines City Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Westside Haines City Community Development District** will be held on **Tuesday, August 6, 2024 at 9:30 AM** at the **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/84591475035>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 845 9147 5035

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the May 7, 2024 Board of Supervisors Meeting
4. Public Hearings
 - A. Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget
 - i. Consideration of Resolution 2024-14 Adopting the District's Fiscal Year 2024/2025 Budget and Appropriating Funds (*budget to be provided under separate cover*)
 - B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments
 - i. Consideration of Resolution 2024-15 Imposing Special Assessments and Certifying an Assessment Roll
5. Consideration of Resolution 2024-16 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025
6. Consideration of the Adoption of Goals and Objectives for the District
7. Presentation of Fiscal Year 2023 Audit Report
8. Consideration of Equipment Lease/Purchase Agreements for Pool Furniture and Fitness Equipment
 - A. Brentwood Phase 1 & 2
 - B. Cascades
9. Ratification of Proposals from ProPlaygrounds for Playground Equipment for:
 - A. Brentwood Phase 1 & 2
 - B. Cascades
 - C. Wynnstone

¹ Comments will be limited to three (3) minutes

10. Ratification of Corrective Deeds for Cascades Phase 1A and 1B
11. Ratification of FDC Grove Road Agreements
 - A. Agreement Between Owner and Contractor for Construction Contract
 - B. Assignment of Contactor Agreement
 - C. Assignment of Infrastructure Agreement
 - D. Construction Funding Agreement
12. Ratification of Wynnstone Phase 1 & Phase 2 Construction Documents:
 - A. Notice to Proceed
 - B. Notice of Commencement
 - C. Temporary Construction Access and Easement Agreement
 - D. Construction Funding Agreement
13. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Presentation of 2024 Annual Engineer's Report
 - C. Field Manager's Report
 - i. Consideration of Proposal from Duval Landscape Maintenance to Replace 3 Sabal Palms and 1 Wax Myrtle Tree in Brentwood Phase
 - ii. Consideration of Landscaping Addendum from Prince & Sons to Add Additional Tracts to Current Contract
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
14. Other Business
15. Supervisors Requests and Audience Comments
16. Adjournment

MINUTES

**MINUTES OF MEETING
WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Westside Haines City Community Development District was held Tuesday, **May 7, 2024**, at 9:34 a.m. at 346 E. Central Ave., Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk <i>by Zoom</i>	Vice Chairperson
Bobbie Henley	Assistant Secretary
Eric Lavoie	Assistant Secretary
Rob Bonin <i>by Zoom</i>	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Lauren Gentry	District Counsel, Kilinski Van Wyk Law
Joel Blanco	Field Manager, GMS
Chace Arrington <i>by Zoom</i>	District Engineer, Dewberry
Lisa Kelley <i>by Zoom</i>	District Engineer, Dewberry

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Board members were present in person constituting a quorum and two Board members joining by Zoom.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted there were no members of the public present in person nor joining via Zoom.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the April 17, 2024
Board of Supervisors Meeting**

Ms. Burns presented the minutes from the April 17, 2024, Board of Supervisors meeting. She asked if there were any questions, comments, or changes. Hearing no changes from the Board, she asked for a motion to approve.

On MOTION by Mr. Heath, seconded by Ms. Henley, with all in favor, the Minutes of the April 17, 2024 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-12 Approving the Proposed Fiscal Year 2024/2025 Budget (Suggested Date: August 6, 2024), Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2024/2025 Budget and the Imposition of Operations and Maintenance Assessments

Ms. Burns presented Resolution 2024-12 to the Board. She stated this would kick off their budget process. The suggested date is their regular August meeting, which is August 6, 2024. She presented a copy of the budget to the Board members. She explained that there were a few items they are still working through on the amenity versus what items are going to be leased for some of the gym equipment in the phases and a couple of things that Mr. Lavoie and herself are working on. She noted a couple of routes they could go with.

Ms. Burns noted that they accounted for leasing the playgrounds and leasing the gym equipment for the phases that have a gym. She pointed out that the numbers are a little on the higher end, so they have the ability to take them out rather than having to add them in later. She stated they were still working through a few of those things, and they will have answers by the time they adopt the final budget.

Ms. Burns pointed out that they have notice amounts for the first phases of both Cascades and Brentwood that were previously sent. She explained that if they increase the capital reserve or contingency line items to back into those notice numbers that they already sent for Phases 1 and 2 of Cascades and Phase 1 of Brentwood, all those Phases will have a notice at the same amount that they anticipate being higher than what they will ultimately adopt. This will give them more flexibility to bring those numbers down when they get to the final budget adoption. She added that Wynnstone would be a first time O&M levy. She noted this budget was set up a little different than what they are used to seeing. She explained they have it set up as three different assessment areas due to the fact that each community or phase has their own amenities that the other phases don't use. She stated that all areas, with the exception of Wynnstone Phase 2, is anticipated to be

platted prior to the start of the fiscal year based on the development timelines they were given. She explained that it was almost like three separate budgets where they share the admin portion.

Ms. Burns continued reviewing the budget with the Board. After her review, she stated for the preliminary, if they match the notice amounts back into those numbers by increase contingency, it allows them the time to finalize the amenity plans and will give them flexibility. She read through and noted the notice amounts for each of those phases and noted that they will increase the capital reserve to those numbers. Cascades notice amount is \$953.92, Brentwood’s notice amount is \$1,416.49 and Wynnstone is first time O&M levy.

On MOTION by Mr. Heath, seconded by Ms. Henley, with all in favor, Resolution 2024-12 the Proposed Fiscal Year 2024/2025 Budget, Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2024/2025 Budget and Maintenance Assessments, was approved as amended.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-13
Ratifying the Series 2024 Bonds**

Ms. Burns stated they closed on the Series 2024 bonds on April 29th. She explained that this resolution ratifies, confirms, and approves all the actions taken by District staff and officers in coordination of the closing of those bonds. Ms. Burns noted that she was happy to answer any questions.

On MOTION by Mr. Heath, seconded by Ms. Henley, with all in favor, Resolution 2024-13 Ratifying the Series 2024 Bonds, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Amended and Restated
Disclosure of Public Financing**

Ms. Burns stated this was going to be recorded in order to put property owners within the Series 2024 Assessment Area on notice of the bonds that were issued.

On MOTION by Mr. Heath, seconded by Mr. Lavoie, with all in favor, Authorizing Counsel to Record the Amended and Restated Disclosure of Public Financing, was approved.

SEVENTH ORDER OF BUSINESS

Discussion Regarding Mailbox Parking

Ms. Burns stated they have an existing parking policy that covers just the amenity only. They don't have street parking and towing policies in place that were on the roadways. They had a couple of residents reach out regarding the mailbox spots asking if they designate two or three of the spots in front of the mailboxes for five-minute parking. Ms. Burns explained that they could do that now while the amenity is under construction. Ms. Gentry is comfortable designating, in addition to the no overnight parking at the amenity, those spots as five-minute parking and updating the policy without a hearing. Ms. Gentry noted they would bring back the policy with those updates for ratification at the next meeting, but they can make the change now if that is the Board's desire.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, Updating the Parking Policy to Designate Five-Minute Parking for Two Spots Near Mailbox, was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry reported that the bonds closed successfully. She stated Mr. Van Wyk had some conversations while she was out last week about doing a change order for their existing Wynnfield Construction Contract to include the cost for those 44 additional lots that are being constructed as part of their existing contract.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Having Documents Drafted for Change Orders #1 and #2, was approved.

B. Engineer

Mr. Arrington had nothing to report to the Board.

C. Field Manager's Report

Mr. Blanco presented the Field Manager's report to the Board. The first item reviewed was the pond. He stated the landscaping surrounding the ponds and at dry ponds continue to remain in satisfactory conditions. He noted the maintenance has been scheduled to remove present vegetation at the dry pond outlet on Cascades Ave. He also noted that Quality by Design, who installed the

Sylvester palms at the District, inspected the trees and determined that the palms would not be covered under warranty. He explained that proposals for palm replacement, palm trimming at the entrances including Phase 2 palms and palm injections were requested and will be presented to the Board. He also noted there were several “end of roadway” signs detached from the ground and some missing. The signs have been purchased and maintenance has been scheduled to repair the signs on site and install new signs once they are delivered.

i. Consideration of Landscape Proposals from Prince & Sons

a) Proposal to Trim and Clean-Up All Palms and Remove Debris

Mr. Blanco presented a proposal to trim and clean-up all palms and remove debris at both phases to the Board.

b) Proposal to Inject Sylvester Palms to Prevent Decline

Mr. Blanco presented a proposal to inject Sylvester palms at both phases to the Board.

On MOTION by Mr. Lavoie, seconded by Mr. Heath, with all in favor, the Proposals to Trim and Clean-Up All Palms and Remove Debris and to Inject Sylvester Palms to Prevent Decline, were approved.

c) Proposal to Replace 2 Dead Sylvester Palms

Mr. Blanco presented a proposal to replace two dead Sylvester palms at the Masee Road entrance. After discussion, it was decided to do a not to exceed for the Prince & Sons quote.

On MOTION by Mr. Heath, seconded by Mr. Lavoie, with all in favor, a Not to Exceed Prince & Sons Quote to Replace Two Dead Sylvester Palms, was approved.

D. District Manager’s Report

i. Approval of Check Register

Ms. Burns presented approval of the check register. She asked for any questions, otherwise looking for a motion to approve.

On MOTION by Mr. Heath, seconded by Mr. Lavoie, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated that financial statements were included in the Board’s package for review.

No action needed.

iii. Presentation of Number of Registered Voters – 118

Ms. Burns stated the number of registered voters is 118.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2024-14

THE ANNUAL APPROPRIATION RESOLUTION OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2024, submitted to the Board of Supervisors (“**Board**”) of the Westside Haines City Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”) along with an explanatory and complete financial plan for each fund of the 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 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 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 1st of each year, the 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 THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), 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.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Westside

Haines City Community Development District for the Fiscal Year Ending September 30, 2025.”

- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board 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	\$ _____
CAPITAL RESERVE FUND	\$ _____
DEBT SERVICE FUND (SERIES 2021)	\$ _____
DEBT SERVICE FUND (SERIES 2024)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within sixty (60) days following the end of the Fiscal Year 2024/2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within five (5) days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF AUGUST 2024.

ATTEST:

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2024/2025 Budget

*Budget will be
provided under
separate cover.*

SECTION B

SECTION 1

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; 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 Westside Haines City 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 Polk 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, 2024, and ending September 30, 2025 (“**Fiscal Year 2024/2025**”), 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 assessments for debt service, which the District desires to collect for Fiscal Year 2024/2025; 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 hereto 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 WESTSIDE HAINES CITY 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.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance assessments and previously levied debt service special assessments levied 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 levied on the Direct Collect Property will 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, 2024; 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 October 1, 2024, 25% due no later than February 1, 2025 and 25% due no later than May 1, 2025. 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 2024/2025, 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 6th day of August, 2024.

ATTEST:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect – Wynnstone Phase 2)

*Budget will be
provided under
separate cover.*

PARCEL ID	Units	Type	FY 25 O&M	Series 2021 Debt	Series 2024 Debt	Total
272631709007053020	1	SF	\$953.92	\$1,452.00		\$2,405.92
272631709007053030	1	SF	\$953.92	\$1,452.00		\$2,405.92
272631709007053040	1	SF	\$953.92	\$1,452.00		\$2,405.92
272631709007053050	1	SF	\$953.92	\$1,452.00		\$2,405.92
Total Gross On Roll Assessments						
	897		\$960,207.06	\$1,180,856.00	\$0.00	\$2,141,063.06
Total Net On Roll Assessments						
			\$892,992.57	\$1,098,196.08	\$0.00	\$1,991,188.65

Direct Billing

PARCEL ID	Acres	Type	FY 25 O&M Assessment	Series 2021 Debt Assessment	Series 2024 Debt	Total Assessment	
272619704500040141	16.53	Wynnstone 1	\$45,955.55	\$0.00	\$127,147.35	\$173,102.91	
272619704500040041	10.20	Wynnstone 1	\$28,347.62	\$0.00	\$78,430.68	\$106,778.31	
272619704500040011	1.69	Wynnstone 1	\$4,700.28	\$0.00	\$13,004.49	\$17,704.78	
272619705000020040	7.83	Brentwood	\$110,680.77	\$0.00	\$60,226.24	\$170,907.00	
272619705000020110	4.95	Brentwood	\$70,002.57	\$0.00	\$38,091.45	\$108,094.02	
272619705000020120	4.76	Brentwood	\$67,314.62	\$0.00	\$36,628.82	\$103,943.44	
272619705000020130	3.13	Brentwood	\$44,168.86	\$0.00	\$24,034.20	\$68,203.06	
272619705000020220	1.05	Brentwood	\$14,789.37	\$0.00	\$8,047.54	\$22,836.92	
272619705000020210	9.59	Brentwood	\$135,597.29	\$0.00	\$73,784.41	\$209,381.70	
272619705000020180	18.97	Brentwood	\$268,142.03	\$0.00	\$145,907.78	\$414,049.81	
272619705000020171	2.69	Brentwood	\$38,073.63	\$0.00	\$20,717.52	\$58,791.15	
272619705000030171	81.07	Wynnstone 1	\$225,334.03	\$0.00	\$623,442.05	\$848,776.09	
272619705000030201	12.52	Wynnstone 1	\$34,795.33	\$0.00	\$96,269.85	\$131,065.19	
272619705000030210	9.81	Wynnstone 1	\$27,278.66	\$0.00	\$75,473.12	\$102,751.78	
272619705000030012	7.14	Wynnstone 1	\$19,841.75	\$0.00	\$54,897.09	\$74,738.85	
272619705000040280	4.82	Wynnstone 1	\$13,388.21	\$0.00	\$37,041.77	\$50,429.98	
272619705000040290	11.48	Wynnstone 1	\$31,909.46	\$0.00	\$88,285.37	\$120,194.82	
272619705000040170	22.91	Wynnstone 1	\$63,682.17	\$0.00	\$176,192.39	\$239,874.55	
272619705000040190	11.47	Wynnstone 1	\$31,887.78	\$0.00	\$88,225.38	\$120,113.16	
272619705000040050	9.51	Wynnstone 1	\$26,438.72	\$0.00	\$73,149.22	\$99,587.93	
272619705000040060	5.03	Wynnstone 1	\$13,993.01	\$0.00	\$38,715.11	\$52,708.12	
272619705000040090	4.43	Wynnstone 2	\$2,738.54	\$0.00	\$0.00	\$2,738.54	
272619705000040101	9.78	Wynnstone 2	\$6,041.79	\$0.00	\$0.00	\$6,041.79	
272619705000040210	4.83	Wynnstone 2	\$2,982.85	\$0.00	\$0.00	\$2,982.85	
272619705000040220	5.16	Wynnstone 2	\$3,185.42	\$0.00	\$0.00	\$3,185.42	
272619705000040230	9.54	Wynnstone 2	\$5,891.29	\$0.00	\$0.00	\$5,891.29	
272619705015002280	0.74	Brentwood	\$10,471.98	\$0.00	\$5,698.26	\$16,170.24	
272630707500040051	8.74	Cascades 3	\$39,924.24	\$0.00	\$67,211.80	\$107,136.03	
272630708000030191	36.43	Cascades 3	\$166,415.39	\$0.00	\$280,157.58	\$446,572.97	
272630708000030250	6.14	Cascades 3	\$28,067.83	\$0.00	\$47,251.73	\$75,319.57	
272630708000030261	8.29	Cascades 3	\$37,859.09	\$0.00	\$63,735.17	\$101,594.26	
272630708000030030	11.55	Wynnstone 1	\$32,112.35	\$0.00	\$88,846.73	\$120,959.09	
272630708000030010	11.35	Wynnstone 1	\$31,535.07	\$0.00	\$87,249.53	\$118,784.60	
272630708000040131	0.18	Cascades 3	\$803.49	\$0.00	\$1,352.66	\$2,156.16	
272630708000040097	12.06	Cascades 3	\$55,076.37	\$0.00	\$92,720.17	\$147,796.54	
Total Gross Off Roll Assessments			386.40	\$1,739,427.43	\$0.00	\$2,711,935.48	\$4,451,362.91
Total Net Off Roll Assessment				\$1,617,667.51	\$0.00	\$2,522,100.00	\$4,139,767.51
Total Gross Assessments			\$2,699,634.49	\$1,180,856.00	\$2,711,935.48	\$6,592,425.97	
Total Net Assessments			\$2,510,660.07	\$1,098,196.08	\$2,522,100.00	\$6,130,956.15	

SECTION V

RESOLUTION 2024-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Westside Haines City Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 6th day of August 2024.

ATTEST:

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Annual Meeting Schedule

Exhibit A: Fiscal Year 2024/2025 Annual Meeting Schedule

**BOARD OF SUPERVISORS MEETING DATES
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025**

The Board of Supervisors of the Westside Haines City Community Development District will hold their regular meetings for Fiscal Year 2024/2025 at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida 33880, on the 4th Wednesday of every month at 9:30 AM unless otherwise indicated as follows:

October 23, 2024
November 20, 2024 (3rd Wednesday)
December 18, 2024 (3rd Wednesday)
January 22, 2025
February 26, 2025
March 26, 2025
April 23, 2025
May 28, 2025
June 25, 2025
July 23, 2025
August 26, 2025
September 24, 2025

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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.

District Manager

SECTION VI



Memorandum

To: Board of Supervisors

From: District Management

Date: August 6, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Westside Haines City 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 each meeting 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 in accordance with Florida Statutes, 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: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes No

Goal 2.2: 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: _____

Westside Haines City Community Development District

District Manager: _____

Date: _____

Print Name: _____

Westside Haines City Community Development District

SECTION VII

Financial Report

Year Ended September 30, 2023

Westside Haines City Community Development District

	<u>Page</u>
I. Financial Section:	
Independent Auditor's Report	1
Management's Discussion and Analysis	3
Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	6
Statement of Activities	7
Fund Financial Statements:	
Balance Sheet - Governmental Funds	8
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	9
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds to the Statement of Activities	10
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	11
Notes to Financial Statements	12
II. Compliance Section:	
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	20
Management Letter	21
Independent Auditor's Report on Compliance with the Requirements of Section 218.415, Florida Statutes	23

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Westside Haines City Community Development District

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, and each major fund of the *Westside Haines City Community Development District* (the "District"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2023, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated June 26, 2024, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

McDermitt Davis

Orlando, Florida
June 26, 2024

Our discussion and analysis of the *Westside Haines City Community Development District* (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

Financial Highlights

- The assets of the District exceeded its liabilities at September 30, 2023 by \$11,104,990, an increase in net position of \$6,189,081 in comparison with the prior year.
- At September 30, 2023, the District's governmental funds reported fund balances of \$1,749,780, an increase in fund balance of \$938,864 in comparison with the prior year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the *Westside Haines City Community Development District's* financial statements. The District's financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include general government and physical environment.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: Governmental Funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Westside Haines City Community Development District
Management's Discussion and Analysis

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, debt service fund and capital projects fund, which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-Wide Financial Analysis

Statement of Net Position

The District's net position was \$11,104,990 at September 30, 2023. The following analysis focuses on the net position of the District's governmental activities.

	September 30, 2023	September 30, 2022
Assets, excluding capital assets	\$ 1,849,142	\$ 4,774,653
Capital assets, net of depreciation	29,458,097	24,626,766
Total assets	31,307,239	29,401,419
Liabilities, excluding long-term liabilities	386,242	4,254,784
Long-term liabilities	19,816,007	20,230,726
Total liabilities	20,202,249	24,485,510
Net Position:		
Net investment in capital assets	9,681,392	574,568
Restricted for:		
Debt service	668,826	1,154,768
Unrestricted	754,772	3,186,573
Total net position	\$ 11,104,990	\$ 4,915,909

Westside Haines City Community Development District
Management's Discussion and Analysis

Changes to Net Position

The following is a summary of the District's governmental activities for the year ended September 30, 2023.

	<u>2023</u>	<u>2022</u>
Revenues:		
Program revenues	\$ 7,052,563	\$ 6,442,159
Total revenues	<u>7,052,563</u>	<u>6,442,159</u>
Expenses:		
General government	124,699	102,123
Maintenance and operations	59,156	221
Interest on long-term debt	679,627	675,062
Total expenses	<u>863,482</u>	<u>777,406</u>
Change in net position	6,189,081	5,664,753
Net position, beginning of year	<u>4,915,909</u>	<u>(748,844)</u>
Net position, ending	<u>\$ 11,104,990</u>	<u>\$ 4,915,909</u>

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2023 was \$863,482, the majority were interest on long-term debt.

Financial Analysis of the Government's Funds

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At September 30, 2023, the District's governmental funds reported a combined ending fund balance of \$1,749,780. Of this total, \$955,706 is restricted for debt service, \$69,786 is restricted for capital projects and the remainder is an unassigned fund balance of \$724,288.

In the current year, the fund balance of the District's general fund increased by \$708,427 because of increased revenues. The fund balance of the debt service fund decreased by \$490,109 due to the transfer out of excess reserves. The fund balance of the capital projects fund increased by \$720,546 due to transfers in.

General Fund Budgetary Highlights

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. There were no budget amendments during the year. The legal level of budgetary control is at the fund level.

Capital Asset and Debt Administration

Capital Assets

At September 30, 2023 the District had \$29,458,097 invested in infrastructure under construction. More detailed information about the District's capital assets is presented in the notes to financial statements.

Capital Debt

At September 30, 2023, the District had \$19,410,000 in bonds outstanding. More detailed information about the District's capital debt is presented in the notes to financial statements.

Requests for Information

If you have questions about this report or need additional financial information, contact the *Westside Haines City Community Development District's* Finance Department at 219 E. Livingston Street, Orlando, Florida 32801.

FINANCIAL STATEMENTS

Westside Haines City Community Development District
Statement of Net Position
September 30, 2023

	Governmental Activities
Assets	
Cash	\$ 750,429
Due from developer	35,852
Restricted assets:	
Temporarily restricted investments	1,062,861
Capital Assets:	
Capital assets not being depreciated	29,458,097
Total assets	31,307,239
Liabilities	
Accounts payable and accrued expenses	99,362
Accrued interest payable	286,880
Noncurrent liabilities:	
Due within one year	410,000
Due in more than one year	19,406,007
Total liabilities	20,202,249
Net Position	
Net investment in capital assets	9,681,392
Restricted for:	
Debt service	668,826
Unrestricted	754,772
Total net position	\$ 11,104,990

Westside Haines City Community Development District
Statement of Activities
Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenue		Governmental Activities	Net (Expense) Revenue and Changes in Net Position	
		Charges for Services	Operating Grants and Contributions			Capital Grants and Contributions
Governmental Activities:						
General government	\$ 124,699	\$ 592,541	\$ 18,645	\$ -	\$ 486,487	
Maintenance and operations	59,156	281,096	-	4,999,131	5,221,071	
Interest on long-term debt	679,627	1,097,150	60,229	3,771	481,523	
Total governmental activities	\$ 863,482	\$ 1,970,787	\$ 78,874	\$ 5,002,902	6,189,081	
Change in net position					6,189,081	
Net position, beginning					4,915,909	
Net position - ending					\$ 11,104,990	

Westside Haines City Community Development District
Balance Sheet - Governmental Funds
September 30, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Assets				
Cash	\$ 750,429	\$ -	\$ -	\$ 750,429
Investments	-	955,706	107,155	1,062,861
Due from Developer	5,368	-	30,484	35,852
Total assets	<u>\$ 755,797</u>	<u>\$ 955,706</u>	<u>\$ 137,639</u>	<u>\$ 1,849,142</u>
Liabilities and Fund Balances				
Liabilities:				
Accounts payable and accrued expenses	\$ 31,509	\$ -	\$ 67,853	\$ 99,362
Total liabilities	<u>31,509</u>	<u>-</u>	<u>67,853</u>	<u>99,362</u>
Fund Balances:				
Restricted for				
Debt service	-	955,706	-	955,706
Capital projects	-	-	69,786	69,786
Unassigned	724,288	-	-	724,288
Total fund balances	<u>724,288</u>	<u>955,706</u>	<u>69,786</u>	<u>1,749,780</u>
Total liabilities and fund balances	<u>\$ 755,797</u>	<u>\$ 955,706</u>	<u>\$ 137,639</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.	29,458,097
Liabilities not due and payable from current available resources are not reported in governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide statements.	
Accrued interest payable	(286,880)
Bonds payable	<u>(19,816,007)</u>
Net position of governmental activities	<u>\$ 11,104,990</u>

Westside Haines City Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Revenues				
Developer contributions	\$ 18,645	\$ -	\$ 4,999,131	\$ 5,017,776
Special assessments	873,637	1,097,150	-	1,970,787
Investment income	-	60,229	3,771	64,000
Total revenues	<u>892,282</u>	<u>1,157,379</u>	<u>5,002,902</u>	<u>7,052,563</u>
Expenditures				
Current:				
General government	124,699	-	-	124,699
Maintenance and operations	59,156	-	-	59,156
Debt service:				
Principal	-	400,000	-	400,000
Interest	-	698,513	-	698,513
Capital Outlay	-	-	4,831,331	4,831,331
Total expenditures	<u>183,855</u>	<u>1,098,513</u>	<u>4,831,331</u>	<u>6,113,699</u>
Excess (Deficit) of Revenues Over Expenditures	<u>708,427</u>	<u>58,866</u>	<u>171,571</u>	<u>938,864</u>
Other Financing Sources (Uses):				
Transfer In	-	-	548,975	548,975
Transfer Out	-	(548,975)	-	(548,975)
Total other financing sources (uses)	<u>-</u>	<u>(548,975)</u>	<u>548,975</u>	<u>-</u>
Net change in fund balances	708,427	(490,109)	720,546	938,864
Fund balances, beginning of year	15,861	1,445,815	(650,760)	810,916
Fund balances, end of year	<u>\$ 724,288</u>	<u>\$ 955,706</u>	<u>\$ 69,786</u>	<u>\$ 1,749,780</u>

Westside Haines City Community Development District
**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances
 Governmental Funds to the Statement of Activities**
 Year Ended September 30, 2023

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Net change in fund balances - total governmental funds	\$	938,864
--	----	---------

Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources; however, in the statement of net position the cost of those assets is recorded as capital assets. Depreciation on capital assets is not recognized in the governmental fund statement; however, it is reported as an expense in the statement of activities.

Capital outlay	4,831,331
----------------	-----------

Repayments of long-term liabilities are reported as expenditures in governmental funds, while repayments reduce long-term liabilities in the statement of net position.	400,000
---	---------

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest	4,167	
Amortization of bond premium	14,719	18,886

Change in Net Position of Governmental Activities	\$	6,189,081
--	-----------	------------------

Westside Haines City Community Development District
**Statement of Revenues, Expenditures and Changes in
Fund Balance Budget and Actual - General Fund**
Year Ended September 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Developer contributions	\$ -	\$ -	\$ 18,645	\$ 18,645
Special assessments	876,320	876,320	873,637	(2,683)
Total revenues	876,320	876,320	892,282	15,962
Expenditures				
Current:				
General government	146,985	146,985	124,699	22,286
Maintenance and operations	729,335	729,335	59,156	670,179
Total expenditures	876,320	876,320	183,855	692,465
Excess (Deficit) of Revenues Over Expenditures	-	-	708,427	708,427
Net change in fund balance	-	-	708,427	708,427
Fund balance, beginning	15,861	15,861	15,861	47,583
Fund balance, ending	\$ 15,861	\$ 15,861	\$ 724,288	\$ 756,010

NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The *Westside Haines City Community Development District*, (the “District”) was established on March 16, 2021 by the Polk County Ordinance No. 21-017, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, the power to borrow money and issue bonds, and the power to levy and collect non-ad valorem assessments for the financing and delivery of capital infrastructure. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District. In November 2022, Polk County passed Ordinance 22-071 which contracted the District boundaries by approximately 1.42 acres, and in October 2023, Polk County passed Ordinance 2027-065, which contracted the District boundaries by approximately 14.481 acres.

The District is governed by the Board of Supervisors (the “Board”), which is composed of five members. All Supervisors are elected by landowners within the District. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2023, all board members were affiliated with the Developer.

The Board has the final responsibility for, among other things:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board (“GASB”) Statements 14, 39 and 61. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

Government-Wide and Fund Financial Statements

The financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants, contributions and investment income that are restricted to meeting the operational or capital requirements of a particular function or segment and 3) operating-type special assessments that are treated as charges for services (including assessments for maintenance and debt service). Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified *accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting; however, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance assessments are levied by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. These assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

General Fund - Is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund – Accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund - Accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Restricted Assets

These assets represent cash and investments set aside pursuant to bond covenants.

Accounts Receivable

Accounts receivable are reported net of an allowance for doubtful accounts.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., utilities system, stormwater system, landscaping and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. All capital asset acquisition and construction is considered infrastructure under construction at September 30, 2023.

Long Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of premiums or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2023.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2023.

Net Position Flow Assumption

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund Balance Flow Assumption

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either commitment (committed fund balance) or an assignment (assigned fund balance).

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The committed fund balance classification includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the government that can, by adoption of an ordinance or resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance or resolution remains in place until a similar action is taken to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors has authorized the District Manager to assign amounts for specific purposes. The Board of Supervisors may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above an additional action is essential to either remove or revise a commitment.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

New Accounting Standards

In fiscal year 2023, the District has not implemented any new accounting standards with a material effect on the District's financial statements.

NOTE 2 STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

The District is required to establish a budgetary system and an approved annual budget for the General Fund. Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at the fiscal year end. The legal level of budgetary control is at the fund level. Any budget amendments that increase the aggregate budgeted appropriations, at the fund level, must be approved by the Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Each year the District Manager submits to the District Board proposed budgets for the fiscal year commencing the following October 1.
2. A public hearing is conducted to obtain public comments.
3. Prior to October 1, the budget is legally adopted by the District Board.
4. Subject to certain limited exceptions set forth in the District's appropriation resolutions adopted each year, all budget changes must be approved by the District Board.
5. The budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.
6. The appropriation resolution authorizes District staff to initiate budget reclassifications.

NOTE 3 DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset.

Under GASB 72, assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

The District has the following recurring fair value measurements as of September 30, 2023:

- Money market mutual funds of \$1,062,861 are valued using Level 2 inputs.

Instead of establishing a written investment policy, the District elected to limit investments to those approved by Florida Statutes and the District Trust Indenture. Authorized District investments include, but are not limited to:

1. The State Board of Administration Local Government Investment Pool (SBA);
2. Securities and Exchange Commission Registered Money Market Funds with the highest credit quality rating from a nationally recognized rating agency;
3. Interest-bearing savings accounts and certificates of deposit in state-certified qualified public depositories;
4. Direct obligations of the U.S. Treasury.

Investments made by the District at September 30, 2023 are summarized below:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Weighted Average Maturity</u>
First American Treasury Obligation Fund, Class Y	\$ 1,062,861	AAAm	15 Days
Total	<u>\$ 1,062,861</u>		

Credit Risk

For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. Investments in U.S. Government securities and agencies must be backed by the full faith and credit of the United States Government. Short term bond funds shall be rated by a nationally recognized ratings agency and shall maintain the highest credit quality rating. Investment ratings by investment type are included in the preceding summary of investments.

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

Custodial Credit Risk

In the case of deposits, this is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2023, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2023, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration of Credit Risk

The District's investment policy does not specify limits on the amount the District may invest in any one issuer.

Interest Rate Risk

The District's investment policy does not specifically address interest rate risk; however, the general investment policy is to apply the prudent-person rule: Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and in general, avoid speculative investments. The District manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of less than three months.

NOTE 4 DEVELOPER AND SIGNIFICANT LANDOWNER TRANSACTIONS

Developer Transactions

The Developer owns a portion of land within the District; therefore, assessment revenue in the general fund includes assessments levied on land owned by the Developer. For the fiscal year ended September 30, 2023, the Developer paid assessments of \$472,500 which was 33% of assessment revenue and contributed \$5,017,776 to the District. The District is economically dependent on the Developer.

NOTE 5 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Disposals</u>	<u>Ending Balance</u>
Governmental Activities				
Capital Assets, not being depreciated:				
Construction in progress	\$ 24,626,766	\$ 4,831,331	\$ -	\$ 29,458,097
Total capital assets, not being depreciated	<u>24,626,766</u>	<u>4,831,331</u>	<u>-</u>	<u>29,458,097</u>
Governmental activities capital assets, net	<u>\$ 24,626,766</u>	<u>\$ 4,831,331</u>	<u>\$ -</u>	<u>\$ 29,458,097</u>

NOTE 6 LONG-TERM LIABILITIES

Special Assessment Bonds Series 2021 - Public Offering

In May 2021, the District issued \$19,810,000 of Special Assessment Revenue Bonds Series 2021, consisting of \$1,670,000 due on May 1, 2026 with interest rates of 2.5%, \$2,365,000 due on May 1, 2031 with interest rates of 3.0%, \$6,025,000 due on May 1, 2041 with interest rates of 3.25%, and \$9,750,000 due on May 1, 2052 with interest rates of 4.0%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2021 Bonds is to be paid annually commencing May 1, 2023 through May 1, 2052.

The Series 2021 Bonds are subject to redemption at the option of the District, in whole or in part at any time on or after May 1, 2031 at a redemption price as set forth in the Bond Indenture. The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occur as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is in compliance with those requirements of the Bond Indenture at September 30, 2023.

The principal and interest remaining on the Series 2021 Bonds as of September 30, 2023 is \$32,114,664. For the year ended September 30, 2023, \$1,098,513 of principal and interest was paid, and total special assessment revenue pledged was \$1,097,150.

Long-term debt activity for the year ended September 30, 2023 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental activities:					
Bonds Payable:					
Series 2021	\$ 19,810,000		\$ (400,000)	\$ 19,410,000	\$ 410,000
Add: issue premium	420,726		(14,719)	406,007	-
Total	<u>\$ 20,230,726</u>	<u>\$ -</u>	<u>\$ (414,719)</u>	<u>\$ 19,816,007</u>	<u>\$ 410,000</u>

At September 30, 2023 the scheduled debt service requirements on the bonds payable were as follows:

<u>Year Ending September 30,</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2024	\$ 410,000	\$ 688,512
2025	425,000	678,262
2026	435,000	667,638
2027	445,000	656,763
2028	460,000	643,413
2029-2033	2,515,000	3,000,513
2034-2038	2,955,000	2,571,725
2039-2043	3,485,000	2,053,638
2044-2048	4,230,000	1,331,200
2049-2052	4,050,000	413,000
	<u>\$ 19,410,000</u>	<u>\$ 12,704,664</u>

NOTE 7 INTERFUND BALANCES

During the year ended September 30, 2023, the debt service fund transferred \$548,975 to the capital projects fund for excess reserves as per the bond indenture.

NOTE 8 MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreements, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

NOTE 9 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance from independent third parties. The District did not file any claims under this commercial coverage during the last three years.

NOTE 10 SUBSEQUENT EVENTS

In April 2024, the District issued \$35,500,000 Special Assessment Bonds, Series 2024 to finance the acquisition and construction of improvements in the Assessment Area Two Project. The bonds have interest rates ranging from 4.875% to 6%. Principal on the bonds is paid annually commencing on May 1, 2025 to May 1, 2054.

COMPLIANCE SECTION

**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Westside Haines City Community Development District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the *Westside Haines City Community Development District* (the “District”) as of and for the year ended September 30, 2023 and the related notes to the financial statements, which collectively comprise the District’s financial statements and have issued our report thereon dated June 26, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District’s internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. Accordingly, we do not express an opinion on the effectiveness of the District’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be a material weakness or significant deficiency. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McDermitt Davis

Orlando, Florida
June 26, 2024

MANAGEMENT LETTER

Board of Supervisors
Westside Haines City Community Development District

Report on the Financial Statements

We have audited the financial statements of *Westside Haines City Community Development District*, (the “District”) as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 26, 2024.

Auditor’s Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor’s Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Auditor’s Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 26, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, require that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no such findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information has been disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the *District* did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management’s responsibility to monitor the *District’s* financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information (Unaudited)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the District reported:

- a. The total number of District employees compensated in the last pay period of the District’s fiscal year as 0.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District’s fiscal year as 10. Independent contractors are identified as vendors who earned nonemployee compensation.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as 0.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$5,014,998.

- e. Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as none.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final budget under Section 189.016(6), Florida Statutes, as included in the general fund budget statement.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the district as: General - \$122.83- \$850; Debt Service \$914 - \$1,452.
- b. The total amount of special assessments collected by or on behalf of the District as \$1,970,787.
- c. The total amount of outstanding bonds issued by the District and the terms of such bonds as disclosed in the notes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

McDermitt Davis

Orlando, Florida
June 26, 2024



934 North Magnolia Avenue, Suite 100
Orlando, Florida 32803
407-843-5406
www.mcderrittdavis.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH
THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

Board of Supervisors
Westside Haines City Community Development District

We have examined *Westside Haines City Community Development District's* (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2023. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

McDermitt Davis

Orlando, Florida
June 26, 2024

SECTION VIII

SECTION A

**POOL FURNITURE AND FITNESS EQUIPMENT
LEASE/PURCHASE AGREEMENT
(BRENTWOOD – PHASE 1 AND PHASE 2)**

This Pool Furniture and Fitness Equipment Lease/Purchase Agreement (the “Agreement”) dated as of August 6, 2024, and entered into by and between HNB PROPERTY, LLC, a Florida limited liability company, as Lessor (“Lessor”), and the WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, as Lessee (the “Lessee”).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of, and for the purposes set forth in this Lease; and in the event of a conflict, the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State of Florida to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Acquisition Amount” means the amount specified in the Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$10.

“Acquisition Fund” means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

“Acquisition Fund Agreement” means, with respect to this Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by the Lessee, the Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered, if any.

“Acquisition Fund Custodian” means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

“Acquisition Period” means, with respect to this Lease, that period stated in the Schedule to the Lease during which the Lease Proceeds attributable to the Lease may be expended on Equipment Costs.

“Agreement” means this Pool Furniture and Fitness Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.06.

“Certificate” means the certificate executed by the Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C.

“Code” means Title 26 of the U.S. Code, except where otherwise indicated.

“Commencement Date” means the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in this Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

“Equipment” means the property listed in the Lease and all replacements, repairs, restorations, modifications and improvements hereof or thereto made pursuant to Section 8.01 of Article V. Whenever reference is made in this Agreement to Equipment listed in this Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means the total cost of the Equipment listed in this Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in the Lease.

“Expense Fund” means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

“Event of Default” means an Event of Default described in Section 12.01.

“Lease” means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule.

“Lease Proceeds” means, with respect to this Lease, the total amount of money to be paid by Lessee to Lessor in accordance with the Agreement.

“Lease Term” for the Lease shall begin on the Commencement Date thereof and continue

as specified in the Schedule applicable thereto.

“**Lessee**” means the entity or entities referred to as Lessee in the first paragraph of this Agreement.

“**Lessor**” means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include Lessee, any party taking a leasehold interest in the Equipment or any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

“**Maximum Equipment Cost**” means \$90,337.43.

“**Purchase Price**” means, with respect to the Equipment listed on this Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

“**Rental Payments**” means the basic rental payments payable by Lessee under this Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

“**Schedule**” means each separately numbered Schedule of Property substantially in the form of **Exhibit A** hereto together with a Rental Payment Schedule attached thereto substantially in the form of **Exhibit A-1** hereto.

“**State**” means the State of Florida.

“**Utilization Period**” means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under this Lease as indicated in Section 3.04(b).

“**Vendor**” means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee’s acquisition and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

COVENANTS

Section 2.01 Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of the Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and

this Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and this Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Lease and the acquisition by Lessee of the Equipment as provided in the Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of any interest in the Equipment prior to the last Rental Payment scheduled to be paid under each Lease.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 30 days of the adoption thereof. The annual audited financial statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.

(i) Lessee has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term .

(j) The payment of the Rental Payments or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (a) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (b) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly

or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(k) There is no pending litigation, tax claim, proceeding or dispute that Lessee reasonably expects will materially and adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

ARTICLE III

LEASE

Section 3.01 Lease of Equipment. Subject to the terms of this Agreement, Lessor agrees to provide the funds specified in this Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of this Lease, Lessor leases and lets to Lessee, and Lessee rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

Section 3.02 Continuation of Lease Term. Lessee intends to continue the Lease Term and to pay the Rental Payments thereunder. Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of the Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03 Abatement. During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the Lessee's obligation to pay rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided prior to the abatement of any rent. The amount of abatement of the Lessee's obligation to pay rent shall be such that the remaining rental obligation of the Lessee for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i)

the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining Equipment. To the extent applicable, Lessee waives any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

Section 3.04 Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to this Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, if applicable;

(iii) A Certificate executed by the Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) Proof of official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;

(vii) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to this Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than _____ (the "Utilization Period").

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in the Schedule to the Vendor upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) Lessee will cooperate with Lessor in Lessor's review of this proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation

or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

PAYMENT AND PREPAYMENT OF RENT

Section 4.01 Rental Payments. Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in this Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the stated rate plus fourteen percent [14%] per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under this Lease. Rental Payments consist of principal and interest payments as more fully detailed on the Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

Section 4.02 Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. The Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under this Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of any general tax revenues, funds or moneys of Lessee.

Section 4.04 Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by Lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

Section 4.05 Tax Covenant. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee makes no representation

as to the excludability of any interest payment from federal, state, or local taxation.

Section 4.06 Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will not pay any additional amount.

For purposes of this Section, “Event of Taxability” means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee’s action or failure to take any action.

Section 4.07 Mandatory Prepayment. If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule in inverse order of maturity.

ARTICLE V

THE EQUIPMENT

Section 5.01 Delivery, Installation and Acceptance of Equipment. (a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith (which amounts may be funded from the Acquisition Fund or amounts from the Acquisition Fund will be used to reimburse Lessee for any prior payment from Lessee’s own funds). When the Equipment listed in this Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as **Exhibit B**.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within five (5) business days of receipt.

Section 5.02 Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

Section 5.03 Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without

Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04 Use and Maintenance of the Equipment. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

ARTICLE VI

TITLE AND SECURITY

Section 6.01 Title to the Equipment. During the Lease Term, all right, title and interest in and to each item of the Equipment shall be vested in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's right, title and interest in the Equipment subject to the related Lease.

Section 6.02 Security Interest. As additional security for the payment of all of Lessee's obligations under this Lease, upon the execution of this Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) Lessee's right, title and interest in the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund, if any, and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to

establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

Section 6.03 Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

TAXES, CHARGES AND INSURANCE

Section 7.01 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

Section 7.02 Insurance. Lessee shall during the Lease Term maintain or cause to be maintained casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then-applicable Purchase Price of the Equipment; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described herein. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03 Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of fourteen percent (14%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

DAMAGE TO AND REPLACEMENT OF EQUIPMENT

Section 8.01 Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the “Replaced Equipment”) pursuant to this Section, the replacement equipment (the “Replacement Equipment”) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value and useful life than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term “Net Proceeds” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

Section 8.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under

Article IV.

ARTICLE IX

WARRANTIES

Section 9.01 Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, this Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or Lease.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

ARTICLE X

PURCHASE OF EQUIPMENT

Section 10.01 Purchase Option. Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least thirty (30), but not more than one hundred twenty (120), days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in the Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental

Payments then due and all other amounts then owing under the Lease, and the payment of \$10.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

ARTICLE XI

ASSIGNMENT

Section 11.01 Assignment by Lessor. Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under the Lease, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided, however*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided further, however*, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of the Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in the Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease. Lessor acknowledges and agrees that any assignment under this Section shall not, and shall not purport to, alter or modify in any respect Lessee's obligations to perform in accordance with the terms of this Agreement and the related Lease in accordance with their terms as originally executed. Any assignment under this Section shall be subject to the condition that Lessee shall incur no costs nor

be required to provide or execute any documents or participate in any manner in connection with such assignment, and Lessor and any such assignee shall be solely responsible for compliance with all securities and other laws in connection with such assignment. Lessor acknowledges that this Agreement and the Lease has not been and will not be registered under the Securities Act of 1933 or any state securities laws and that Lessee has not and will not prepare any offering or disclosure materials or documents for use in connection with this Agreement or any assignment under this Section.

Section 11.02 Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.01 Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness or pursue other remedies;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a

voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02 Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and

(d) By action pursuant to Florida law, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity, provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any

Rental Payment or other amount payable not then in default to be immediately due and payable. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04 Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

ARTICLE XIII

MISCELLANEOUS

Section 13.01 Notices. All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02 E-Verify. The Lessor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Lessor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Lessor anticipates entering into agreements with a subcontractor for services under this Agreement, Lessor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Lessor shall be liable for any additional costs incurred by the Lessee because of the termination. If the Lessee has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee.

Section 13.03 Release and Indemnification. To the extent permitted by law, but only from legally available funds, without waiving available insurance coverage, and only up to the monetary limits of liability granted in Section 768.28, *Florida Statutes*). Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in the Lease or any material misrepresentation contained in the Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason. Notwithstanding the foregoing, nothing herein shall be deemed as a waiver of the Lessee 's sovereign immunity or the Lessee's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement 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.

Section 13.04 Binding Effect. This Agreement and Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05 Severability. In the event any provision of this Agreement and/or Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06 Amendments, Changes and Modifications. This Agreement and Lease may only be amended by Lessor and Lessee in writing.

Section 13.07 Execution in Counterparts. This Agreement and Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08 Applicable Law. This Agreement and Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.09 Captions. The captions or headings in this Agreement and in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections herein.

[Signatures on following page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

HNB PROPERTY, LLC
444 Omaha Street
Lake Hamilton, FL 33851

LESSEE:

Westside Haines City
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

By _____

By _____

Title _____

Title _____

EXHIBIT A

SCHEDULE OF PROPERTY NO. 1

Dated: August 6, 2024

Re: Pool Furniture and Fitness Equipment Lease/Purchase Agreement, dated as of August 6, 2024, by and between HNB Property, LLC as Lessor, and the Westside Haines City Community Development District for Brentwood Phase 1 and Phase 2, as Lessee

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Pool Furniture and Fitness Equipment Lease/Purchase Agreement (the “Pool Furniture and Fitness Equipment Lease”).

2. Equipment. The following items of Equipment are hereby included under this Schedule of the Pool Furniture and Fitness Equipment Lease:

[See Attached Exhibit A-2]

3. Payment Schedule.

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Pool Furniture and Fitness Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee’s financial condition has occurred since the date of the Pool Furniture and Fitness Equipment Lease.

5. The Lease. The terms and provisions of the Pool Furniture and Fitness Equipment Lease are hereby incorporated into this Schedule by reference and made a part hereof.

[Remainder of Page Intentionally Left Blank]

6. Purchase Option Commencement Date. For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is August 6, 2024.

LESSOR:

HNB Property, LLC
444 Omaha Street
Lake Hamilton, Florida 33851

LESSEE:

Westside Haines City Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

By _____

By _____

Title _____

Title _____

This Counterpart No. 1 must be manually executed and in serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than this Counterpart No. 1.

EXHIBIT A-1
RENTAL PAYMENT SCHEDULE

Westside Haines City CDD- Brentwood

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
10/01/2024	1,048.06	14.000%	1,053.94	2,102.00
11/01/2024	1,060.29	14.000%	1,041.71	2,102.00
12/01/2024	1,072.65	14.000%	1,029.34	2,101.99
01/01/2025	1,085.17	14.000%	1,016.83	2,102.00
02/01/2025	1,097.83	14.000%	1,004.16	2,101.99
03/01/2025	1,110.64	14.000%	991.36	2,102.00
04/01/2025	1,123.59	14.000%	978.40	2,101.99
05/01/2025	1,136.70	14.000%	965.29	2,101.99
06/01/2025	1,149.97	14.000%	952.03	2,102.00
07/01/2025	1,163.38	14.000%	938.61	2,101.99
08/01/2025	1,176.95	14.000%	925.04	2,101.99
09/01/2025	1,190.69	14.000%	911.31	2,102.00
10/01/2025	1,204.58	14.000%	897.42	2,102.00
11/01/2025	1,218.63	14.000%	883.36	2,101.99
12/01/2025	1,232.85	14.000%	869.15	2,102.00
01/01/2026	1,247.23	14.000%	854.76	2,101.99
02/01/2026	1,261.78	14.000%	840.21	2,101.99
03/01/2026	1,276.50	14.000%	825.49	2,101.99
04/01/2026	1,291.39	14.000%	810.60	2,101.99
05/01/2026	1,306.46	14.000%	795.53	2,101.99
06/01/2026	1,321.70	14.000%	780.29	2,101.99
07/01/2026	1,337.12	14.000%	764.87	2,101.99
08/01/2026	1,352.72	14.000%	749.27	2,101.99
09/01/2026	1,368.50	14.000%	733.49	2,101.99
10/01/2026	1,384.47	14.000%	717.52	2,101.99
11/01/2026	1,400.62	14.000%	701.37	2,101.99
12/01/2026	1,416.96	14.000%	685.03	2,101.99
01/01/2027	1,433.49	14.000%	668.50	2,101.99
02/01/2027	1,450.22	14.000%	651.78	2,102.00
03/01/2027	1,467.14	14.000%	634.86	2,102.00
04/01/2027	1,484.25	14.000%	617.74	2,101.99
05/01/2027	1,501.57	14.000%	600.42	2,101.99
06/01/2027	1,519.09	14.000%	582.91	2,102.00
07/01/2027	1,536.81	14.000%	565.18	2,101.99
08/01/2027	1,554.74	14.000%	547.25	2,101.99
09/01/2027	1,572.88	14.000%	529.11	2,101.99
10/01/2027	1,591.23	14.000%	510.76	2,101.99
11/01/2027	1,609.79	14.000%	492.20	2,101.99
12/01/2027	1,628.58	14.000%	473.42	2,102.00
01/01/2028	1,647.58	14.000%	454.42	2,102.00
02/01/2028	1,666.80	14.000%	435.20	2,102.00
03/01/2028	1,686.24	14.000%	415.75	2,101.99
04/01/2028	1,705.92	14.000%	396.08	2,102.00
05/01/2028	1,725.82	14.000%	376.18	2,102.00
06/01/2028	1,745.95	14.000%	356.04	2,101.99
07/01/2028	1,766.32	14.000%	335.67	2,101.99
08/01/2028	1,786.93	14.000%	315.07	2,102.00
09/01/2028	1,807.78	14.000%	294.22	2,102.00
10/01/2028	1,828.87	14.000%	273.13	2,102.00
11/01/2028	1,850.20	14.000%	251.79	2,101.99
12/01/2028	1,871.79	14.000%	230.20	2,101.99
01/01/2029	1,893.63	14.000%	208.37	2,102.00
02/01/2029	1,915.72	14.000%	186.27	2,101.99
03/01/2029	1,938.07	14.000%	163.92	2,101.99
04/01/2029	1,960.68	14.000%	141.31	2,101.99
05/01/2029	1,983.56	14.000%	118.44	2,102.00
06/01/2029	2,006.70	14.000%	95.30	2,102.00
07/01/2029	2,030.11	14.000%	71.89	2,102.00
08/01/2029	2,053.79	14.000%	48.20	2,101.99
09/01/2029	2,077.75	14.000%	24.24	2,101.99
	90,337.43		35,782.20	126,119.63

**EXHIBIT A-2
EQUIPMENT**



BRENTWOOD CHANGE ORDER

07/17/2024

Eric Lavoie
Cassidy Land Development, LLC
346 E Central Ave.
Winter Haven, FL 33880

Re: Our Change Proposal 08 for **CO # 3 - Fitness Equipment (Scope Add)**

Project: Brentwood Amenity Center & Pool

Fitness Equipment for Amenity Center, light grade, mid-level equipment

Price: \$ 62,093.07 *Sixty Two Thousand Ninety Three Dollars and Seven Cents*

Attachment(s): Additional Attachments
Plans & Specifications
Schedule Of Values

General Conditions

Our general conditions requirements are listed below in sub-categories and further details can be seen in attached Schedule of Values.

- Materials Handling
- Subcontractor Management
- Delivery & Install Fitness Equipment

Key Sub-contractors to be utilized:

- Johnson Fitness & Wellness - Fitness Equipment

Please contact me at (813) 415-2447 or via email, jakerogers@rogersgroupfla.com, if you have questions or require additional information.

Regards,

The Rogers Group

Jake Rogers

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

Cassidy Land Development, LLC



ADDITIONAL DOCUMENTS

Project: 451 - CO # 3 - Fitness Equipment (Scope Add)

Date: 07/17/2024

Document: 451-08

Name

- 1 Brentwood_The Rogers Group Bi-Annual PM_2024
<https://redteam.link/y2gz93y>

The Rogers Group: _____

Customer: _____



PLANS AND SPECIFICATIONS

Project: 451 - Brentwood Amenity Center & Pool

Date: 07/17/2024

Document: 451-08

The following contract documents are hereby incorporated by reference. These documents may be viewed online and downloaded in their entirety at: <https://rogersgroupfla.flex.redteam.com/planroom>

**Enter Project Number 451 when accessing the online planroom.*

Name	Date	Author	Scope
Architectural:			
441 - Brentwood Clubhouse Arch Plans v08.18.22	08/01/2023	AB Design Group LLC	Original
Structural:			
451 - Brentwood Clubhouse Structural v08.17.22	08/01/2023	FH Engineering	Original
MEP:			
451 - Brentwood Clubhouse MEP v04.25.22	08/01/2023	AB Design Group LLC	Original
Pool:			
451 - Brentwood Pool Plans v05.11.22	08/01/2023	G.B. Collins Engineering P.A.	Original

Potential Change 08 - CO # 3 - Fitness Equipment (Scope Add)

Name	Date	Author
------	------	--------

- There are No Plans and Specifications on File

The Rogers Group: _____	Customer: _____
-------------------------	-----------------



The Rogers Group

SCHEDULE OF VALUES

Project: 451 - CO # 3 - Fitness Equipment (Scope Add)

Date: 07/17/2024

Document: 451-08

	Description of Work	Scheduled Value (\$)
1	CO #3 Fitness Equipment (Scope Add)	
2	01 GEN REQ: C01010 - Administrative Req.	777.77
3	02 CLB HSE: C11171 - Fitness Equipment MTL	60,148.63
4	02 CLB HSE: C11999 - RG Labor Division 11	1,166.67
Total (\$)		62,093.07

patio showcase
13655 belcher rd south
largo fl 33771
727-531-2260

Estimate

Number **brentwood1**

Date **5/26/2024**

Bill To
brentwood 1 cdd

Ship To
brentwood 1 ammenity

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	

Item #	Description	Quantity	Price Each	Tax1	Amount
AP-RD-42HFU	42" poly table	2	\$474.50		\$949.00
AP-RD-20HF	20" poly table	12	\$139.27		\$1,671.24
D-750	lb diamond chair	8	\$143.22		\$1,145.76
L-716-7	armless 16" chaise	34	\$295.77		\$10,056.18
DEL	deliver and set up	1	\$300.00		\$300.00

Amount Paid

\$0.00

Discount

\$0.00

Amount Due

\$14,122.18

Shipping Cost

\$0.00

Sub Total

\$14,122.18

Sales Tax 7.00% on \$0.00

\$0.00

Total

\$14,122.18

patio showcase
13655 belcher rd south
largo fl 33771
727-531-2260

Estimate

Number **Ebrentwood1**

Date **5/26/2024**

Bill To
brentwood 2 cdd

Ship To
brentwood 2 ammenity

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	

Item #	Description	Quantity	Price Each	Tax1	Amount
AP-RD-42HFU	42" poly table	2	\$474.50		\$949.00
AP-RD-20HF	20" poly table	12	\$139.27		\$1,671.24
D-750	lb diamond chair	8	\$143.22		\$1,145.76
L-716-7	armless 16" chaise	34	\$295.77		\$10,056.18
DEL	deliver and set up	1	\$300.00		\$300.00

Amount Paid	\$0.00	Discount	\$0.00
Amount Due	\$14,122.18	Shipping Cost	\$0.00
		Sub Total	\$14,122.18
		Sales Tax 7.00% on \$0.00	\$0.00
		Total	\$14,122.18

EXHIBIT B

ACCEPTANCE CERTIFICATE

HNB Property, LLC

444 Omaha Street

Lake Hamilton, Florida 33851

Re: Schedule of Property No. 1, dated _____, 2024, to Pool Furniture and Fitness Equipment Lease/Purchase Agreement, dated as of August 6, 2024, between HNB Property, LLC, as Lessor, and the Westside Haines City Community Development District, as Lessee.

Ladies and Gentlemen:

In accordance with the Pool Furniture and Fitness Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: August 6, 2024

LESSEE:
Westside Haines City Community Development
District

By _____

Title _____

EXHIBIT C

CERTIFICATE

The undersigned, a duly elected Chairman of the Board of Supervisors of the Westside Haines City Community Development District, certified as follows:

- A. The following listed persons are duly elected and acting officials of the
- B. Westside Haines City Community Development District, as Lessee (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof.

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Pool Furniture and Fitness Equipment Lease/Purchase Agreement dated as of August 6, 2024 and the Schedule(s) thereunder and all future Schedule(s) (the “Agreements”) by and between Lessee and HNB Property, LLC, and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____ By _____
Title _____
(Seal)

The signer of this Certificate cannot be listed above as authorized to execute the Agreements.

SECTION B

**POOL FURNITURE AND FITNESS EQUIPMENT
LEASE/PURCHASE AGREEMENT
(CASCADES)**

This Pool Furniture and Fitness Equipment Lease/Purchase Agreement (the “Agreement”) dated as of August 6, 2024, and entered into by and between THM LEASING, LLC, a Florida limited liability company, as Lessor (“Lessor”), and the WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, as Lessee (the “Lessee”).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of, and for the purposes set forth in this Lease; and in the event of a conflict, the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State of Florida to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Acquisition Amount” means the amount specified in the Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$10.

“Acquisition Fund” means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

“Acquisition Fund Agreement” means, with respect to this Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by the Lessee, the Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered, if any.

“Acquisition Fund Custodian” means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

“Acquisition Period” means, with respect to this Lease, that period stated in the Schedule to the Lease during which the Lease Proceeds attributable to the Lease may be expended on Equipment Costs.

“Agreement” means this Pool Furniture and Fitness Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.06.

“Certificate” means the certificate executed by the Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C.

“Code” means Title 26 of the U.S. Code, except where otherwise indicated.

“Commencement Date” means the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in this Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

“Equipment” means the property listed in the Lease and all replacements, repairs, restorations, modifications and improvements hereof or thereto made pursuant to Section 8.01 of Article V. Whenever reference is made in this Agreement to Equipment listed in this Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means the total cost of the Equipment listed in this Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in the Lease.

“Expense Fund” means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

“Event of Default” means an Event of Default described in Section 12.01.

“Lease” means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule.

“Lease Proceeds” means, with respect to this Lease, the total amount of money to be paid by Lessee to Lessor the in accordance with the Agreement.

“Lease Term” for the Lease shall begin on the Commencement Date thereof and continue

as specified in the Schedule applicable thereto.

“**Lessee**” means the entity or entities referred to as Lessee in the first paragraph of this Agreement.

“**Lessor**” means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include Lessee, any party taking a leasehold interest in the Equipment or any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

“**Maximum Equipment Cost**” means \$84,752.34.

“**Purchase Price**” means, with respect to the Equipment listed on this Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

“**Rental Payments**” means the basic rental payments payable by Lessee under this Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

“**Schedule**” means each separately numbered Schedule of Property substantially in the form of **Exhibit A** hereto together with a Rental Payment Schedule attached thereto substantially in the form of **Exhibit A-1** hereto.

“**State**” means the State of Florida.

“**Utilization Period**” means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under this Lease as indicated in Section 3.04(b).

“**Vendor**” means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee’s acquisition and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

COVENANTS

Section 2.01 Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of the Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and

this Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and this Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Lease and the acquisition by Lessee of the Equipment as provided in the Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of any interest in the Equipment prior to the last Rental Payment scheduled to be paid under each Lease.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 30 days of the adoption thereof. The annual audited financial statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.

(i) Lessee has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term .

(j) The payment of the Rental Payments or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (a) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (b) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly

or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(k) There is no pending litigation, tax claim, proceeding or dispute that Lessee reasonably expects will materially and adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

ARTICLE III

LEASE

Section 3.01 Lease of Equipment. Subject to the terms of this Agreement, Lessor agrees to provide the funds specified in this Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of this Lease, Lessor leases and lets to Lessee, and Lessee rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

Section 3.02 Continuation of Lease Term. Lessee intends to continue the Lease Term and to pay the Rental Payments thereunder. Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of the Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03 Abatement. During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the Lessee's obligation to pay rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided prior to the abatement of any rent. The amount of abatement of the Lessee's obligation to pay rent shall be such that the remaining rental obligation of the Lessee for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i)

the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining Equipment. To the extent applicable, Lessee waives the benefits of California Civil Code Section 1932, to the extent applicable, and any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

Section 3.04 Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to this Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, if applicable;

(iii) A Certificate executed by the Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) Proof of official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;

(vii) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to this Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than _____ (the "Utilization Period").

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in the Schedule to the Vendor upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) Lessee will cooperate with Lessor in Lessor's review of this proposed

Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

PAYMENT AND PREPAYMENT OF RENT

Section 4.01 Rental Payments. Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in this Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the stated rate plus fourteen percent [14%] per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under this Lease. Rental Payments consist of principal and interest payments as more fully detailed on the Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

Section 4.02 Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. The Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under this Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of any general tax revenues, funds or moneys of Lessee.

Section 4.04 Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by Lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

Section 4.05 Tax Covenant. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income

of the owner or owners thereof for federal income tax purposes. Lessee makes no representation as to the excludability of any interest payment from federal, state, or local taxation.

Section 4.06 Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will not pay any additional amount.

For purposes of this Section, “Event of Taxability” means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee’s action or failure to take any action.

Section 4.07 Mandatory Prepayment. If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule in inverse order of maturity.

ARTICLE V

THE EQUIPMENT

Section 5.01 Delivery, Installation and Acceptance of Equipment. (a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith (which amounts may be funded from the Acquisition Fund or amounts from the Acquisition Fund will be used to reimburse Lessee for any prior payment from Lessee’s own funds). When the Equipment listed in this Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as **Exhibit B**.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within five (5) business days of receipt.

Section 5.02 Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

Section 5.03 Location; Inspection. Once installed, no item of the Equipment will be

moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04 Use and Maintenance of the Equipment. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

ARTICLE VI

TITLE AND SECURITY

Section 6.01 Title to the Equipment. During the Lease Term, all right, title and interest in and to each item of the Equipment shall be vested in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's right, title and interest in the Equipment subject to the related Lease.

Section 6.02 Security Interest. As additional security for the payment of all of Lessee's obligations under this Lease, upon the execution of this Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) Lessee's right, title and interest in the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund, if any, and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other

documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

Section 6.03 Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

TAXES, CHARGES AND INSURANCE

Section 7.01 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

Section 7.02 Insurance. Lessee shall during the Lease Term maintain or cause to be maintained casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then-applicable Purchase Price of the Equipment; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described herein. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03 Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of fourteen percent (14%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

DAMAGE TO AND REPLACEMENT OF EQUIPMENT

Section 8.01 Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the “Replaced Equipment”) pursuant to this Section, the replacement equipment (the “Replacement Equipment”) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value and useful life than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term “Net Proceeds” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

Section 8.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

WARRANTIES

Section 9.01 Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, this Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or Lease.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

ARTICLE X

PURCHASE OF EQUIPMENT

Section 10.01 Purchase Option. Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least thirty (30), but not more than one hundred twenty (120), days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in the Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of

\$10.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

ARTICLE XI

ASSIGNMENT

Section 11.01 Assignment by Lessor. Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under the Lease, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided, however*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided further, however*, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of the Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in the Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease. Lessor acknowledges and agrees that any assignment under this Section shall not, and shall not purport to, alter or modify in any respect Lessee's obligations to perform in accordance with the terms of this Agreement and the related Lease in accordance with their terms as originally executed. Any assignment under this Section shall be subject to the condition that Lessee shall incur no costs nor be required to provide or execute any documents or participate in any manner in connection with

such assignment, and Lessor and any such assignee shall be solely responsible for compliance with all securities and other laws in connection with such assignment. Lessor acknowledges that this Agreement and the Lease has not been and will not be registered under the Securities Act of 1933 or any state securities laws and that Lessee has not and will not prepare any offering or disclosure materials or documents for use in connection with this Agreement or any assignment under this Section.

Section 11.02 Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.01 Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness or pursue other remedies;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an

arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02 Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and

(d) By action pursuant to Florida law, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity, provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04 Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

ARTICLE XIII

MISCELLANEOUS

Section 13.01 Notices. All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02 E-Verify. The Lessor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Lessor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Lessor anticipates entering into agreements with a subcontractor for services under this Agreement, Lessor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Lessor shall be liable for any additional costs incurred by the Lessee because of the termination. If the Lessee has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee.

Section 13.03 Release and Indemnification. To the extent permitted by law, but only from legally available funds, without waiving available insurance coverage, and only up to the monetary limits of liability granted in Section 768.28, *Florida Statutes*). Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in the Lease or any material misrepresentation contained in the Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason. Notwithstanding the foregoing, nothing herein shall be deemed as a waiver of the Lessee 's sovereign immunity or the Lessee's limits of liability as set forth in Section 768.28, Florida Statutes or other law, and nothing in this Agreement 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.

Section 13.04 Binding Effect. This Agreement and Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05 Severability. In the event any provision of this Agreement and/or Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06 Amendments, Changes and Modifications. This Agreement and Lease may only be amended by Lessor and Lessee in writing.

Section 13.07 Execution in Counterparts. This Agreement and Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08 Applicable Law. This Agreement and Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.09 Captions. The captions or headings in this Agreement and in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections herein.

[Signatures on following page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

THM Leasing, LLC
1653 Crump Rd
Winter Haven, Florida 33881

LESSEE:

Westside Haines City
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

By _____

By _____

Title _____

Title _____

EXHIBIT A

SCHEDULE OF PROPERTY NO. 1

Dated: August 6, 2024

Re: Pool Furniture and Fitness Equipment Lease/Purchase Agreement, dated as of August 6, 2024, by and between THM Leasing, LLC as Lessor, and the Westside Haines City Community Development District for the *Cascades* development, as Lessee

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Pool Furniture and Fitness Equipment Lease/Purchase Agreement (the “Pool Furniture and Fitness Equipment Lease”).

2. Equipment. The following items of Equipment are hereby included under this Schedule of the Pool Furniture and Fitness Equipment Lease:

[See Attached Exhibit A-2]

3. Payment Schedule.

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Pool Furniture and Fitness Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee’s financial condition has occurred since the date of the Pool Furniture and Fitness Equipment Lease.

5. The Lease. The terms and provisions of the Pool Furniture and Fitness Equipment Lease are hereby incorporated into this Schedule by reference and made a part hereof.

[Remainder of Page Intentionally Left Blank]

6. Purchase Option Commencement Date. For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is August 6, 2024.

LESSOR:

THM Leasing, LLC
1653 Crump Rd
Winter Haven, Florida 33880

LESSEE:

Westside Haines City Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

By _____

By _____

Title _____

Title _____

This Counterpart No. 1 must be manually executed and in serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than this Counterpart No. 1.

EXHIBIT A-1
RENTAL PAYMENT SCHEDULE

Westside Haines City CDD- Cascades

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
10/01/2024	983.26	14.000%	988.78	1,972.04
11/01/2024	994.73	14.000%	977.31	1,972.04
12/01/2024	1,006.34	14.000%	965.70	1,972.04
01/01/2025	1,018.08	14.000%	953.96	1,972.04
02/01/2025	1,029.96	14.000%	942.08	1,972.04
03/01/2025	1,041.97	14.000%	930.07	1,972.04
04/01/2025	1,054.13	14.000%	917.91	1,972.04
05/01/2025	1,066.43	14.000%	905.61	1,972.04
06/01/2025	1,078.87	14.000%	893.17	1,972.04
07/01/2025	1,091.45	14.000%	880.58	1,972.03
08/01/2025	1,104.19	14.000%	867.85	1,972.04
09/01/2025	1,117.07	14.000%	854.97	1,972.04
10/01/2025	1,130.10	14.000%	841.94	1,972.04
11/01/2025	1,143.29	14.000%	828.75	1,972.04
12/01/2025	1,156.63	14.000%	815.41	1,972.04
01/01/2026	1,170.12	14.000%	801.92	1,972.04
02/01/2026	1,183.77	14.000%	788.27	1,972.04
03/01/2026	1,197.58	14.000%	774.46	1,972.04
04/01/2026	1,211.55	14.000%	760.48	1,972.03
05/01/2026	1,225.69	14.000%	746.35	1,972.04
06/01/2026	1,239.99	14.000%	732.05	1,972.04
07/01/2026	1,254.45	14.000%	717.58	1,972.03
08/01/2026	1,269.09	14.000%	702.95	1,972.04
09/01/2026	1,283.90	14.000%	688.14	1,972.04
10/01/2026	1,298.87	14.000%	673.16	1,972.03
11/01/2026	1,314.03	14.000%	658.01	1,972.04
12/01/2026	1,329.36	14.000%	642.68	1,972.04
01/01/2027	1,344.87	14.000%	627.17	1,972.04
02/01/2027	1,360.56	14.000%	611.48	1,972.04
03/01/2027	1,376.43	14.000%	595.61	1,972.04
04/01/2027	1,392.49	14.000%	579.55	1,972.04
05/01/2027	1,408.74	14.000%	563.30	1,972.04
06/01/2027	1,425.17	14.000%	546.87	1,972.04
07/01/2027	1,441.80	14.000%	530.24	1,972.04
08/01/2027	1,458.62	14.000%	513.42	1,972.04
09/01/2027	1,475.64	14.000%	496.40	1,972.04
10/01/2027	1,492.85	14.000%	479.19	1,972.04
11/01/2027	1,510.27	14.000%	461.77	1,972.04
12/01/2027	1,527.89	14.000%	444.15	1,972.04
01/01/2028	1,545.71	14.000%	426.32	1,972.03
02/01/2028	1,563.75	14.000%	408.29	1,972.04
03/01/2028	1,581.99	14.000%	390.05	1,972.04
04/01/2028	1,600.45	14.000%	371.59	1,972.04
05/01/2028	1,619.12	14.000%	352.92	1,972.04
06/01/2028	1,638.01	14.000%	334.03	1,972.04
07/01/2028	1,657.12	14.000%	314.92	1,972.04
08/01/2028	1,676.45	14.000%	295.59	1,972.04
09/01/2028	1,696.01	14.000%	276.03	1,972.04
10/01/2028	1,715.80	14.000%	256.24	1,972.04
11/01/2028	1,735.82	14.000%	236.22	1,972.04
12/01/2028	1,756.07	14.000%	215.97	1,972.04
01/01/2029	1,776.55	14.000%	195.48	1,972.03
02/01/2029	1,797.28	14.000%	174.76	1,972.04
03/01/2029	1,818.25	14.000%	153.79	1,972.04
04/01/2029	1,839.46	14.000%	132.58	1,972.04
05/01/2029	1,860.92	14.000%	111.12	1,972.04
06/01/2029	1,882.63	14.000%	89.41	1,972.04
07/01/2029	1,904.60	14.000%	67.44	1,972.04
08/01/2029	1,926.82	14.000%	45.22	1,972.04
09/01/2029	1,949.30	14.000%	22.74	1,972.04
	84,752.34		33,570.00	118,322.34

**EXHIBIT A-2
EQUIPMENT**



CASCADES CHANGE ORDER

07/22/2024

Westside Haines City CDD Jill Burns
219 E. Livingston St Orlando, FL 32801

Re: Our Change Proposal 03 for CO # 2 **Fitness Equipment (Scope Add)**

Project: Cascades Amenity Center & Pool

Fitness Equipment for Amenity Center, light grade mid-level equipment.
Equipment list and quantities listed as additional attachment.

Price: \$ 70,630.16 *Seventy Thousand Six Hundred Thirty Dollars and Sixteen Cents*

Attachment(s): Additional Attachments
Plans & Specifications
Schedule Of Values

Please contact me at (813) 927-0334 or via e-mail jakerogers@rogersgroupfla.com if you have any questions or require additional information.

Regards,
The Rogers Group
Jake Rogers
Owner

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____
Cassidy Land Development, LLC



ADDITIONAL DOCUMENTS

Project: 450 - CO # 2 Fitness Equipment (Scope Add)

Date: 07/22/2024

Document: 450-03

Name

- 1 Cascades Equipment List
<https://redteam.link/3gm80et>

The Rogers Group: _____

Customer: _____



PLANS AND SPECIFICATIONS

Project: 450 - Cascades Amenity Center & Pool

Date: 07/22/2024

Document: 450-03

The following contract documents are hereby incorporated by reference. These documents may be viewed online and downloaded in their entirety at: <https://rogersgroupfla.flex.redteam.com/planroom>

**Enter Project Number 450 when accessing the online planroom.*

Name	Date	Author	Scope
450 - Cascades Secondary Entry Sign Elevations vHD-09	05/14/2024	Innovations Design Group	Change 01
450 - Cascades Entry Sign 1 TO vHD-09	05/14/2024	Innovations Design Group	Change 01

Architectural:

450 - Cascades Clubhouse Plans v05.11.22	08/01/2023	AB Design Group LLC	Original
450 - Entry Sign Details HD-9, HD-10 Only v5.07.24	05/07/2024	Innovations Design Group	Change 01
450 - Entry Sign (NOT CORRECT SIGN) Finish Details ONLY v5.07.24	05/07/2024	Innovations Design Group	Change 01

Pool:

450 - Cascades Zero Entry Swimming Pool Plans 01-12-2024 v01.16.24	01/16/2024	G.B. Collins Engineering P.A.	Original
--	------------	-------------------------------	----------

Interiors:

450 - Cascade Amenity Center Interior Finishes v05.11.22	08/02/2023	AB Design Group LLC	Original
--	------------	---------------------	----------

Potential Change 03 - CO # 2 Fitness Equipment (Scope Add)

Name	Date	Author
------	------	--------

- There are No Plans and Specifications on File

The Rogers Group _____

Customer: _____



The Rogers Group

SCHEDULE OF VALUES

Project: 450 - CO # 2 Fitness Equipment (Scope Add)

Date: 07/22/2024

Document: 450-03

	Description of Work	Scheduled Value (\$)
1	CO #2 Fitness Equipment (Scope Add)	
2	01 GEN REQ: C01010 - Administrative Req.	777.78
3	02 CLB HSE: C11171 - Fitness Equipment MTL	68,685.72
4	02 CLB HSE: C11999 - RG Labor Division 11	1,166.66
Total (\$)		70,630.16

patio showcase
13655 belcher rd south
largo fl 33771
727-531-2260

Estimate

Number cascades

Date 5/26/2024

Bill To
cascades cdd

Ship To
cascades ammenity

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	

Item #	Description	Quantity	Price Each	Tax1	Amount
AP-RD-42HFU	42" poly table	2	\$474.50		\$949.00
AP-RD-20HF	20" poly table	12	\$139.27		\$1,671.24
D-750	lb diamond chair	8	\$143.22		\$1,145.76
L-716-7	armless 16" chaise	34	\$295.77		\$10,056.18
DEL	deliver and set up	1	\$300.00		\$300.00

Amount Paid

\$0.00

Amount Due

\$14,122.18

Discount

\$0.00

Shipping Cost

\$0.00

Sub Total

\$14,122.18

Sales Tax 7.00% on \$0.00

\$0.00

Total

\$14,122.18

EXHIBIT B

ACCEPTANCE CERTIFICATE

THM Leasing, LLC

1653 Crump Rd

Winter Haven, Florida 33881

Re: Schedule of Property No. 1, dated August __, 2024, to Pool Furniture and Fitness Equipment Lease/Purchase Agreement, dated as of August 6, 2024, between THM Leasing, LLC, as Lessor, and the Westside Haines City Community Development District for the *Cascades* development, as Lessee.

Ladies and Gentlemen:

In accordance with the Pool Furniture and Fitness Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: August 6, 2024

LESSEE:
Westside Haines City Community Development
District

By _____

Title _____

EXHIBIT C

CERTIFICATE

The undersigned, a duly elected Chairman of the Board of Supervisors of the Westside Haines City Community Development District, certified as follows:

- A. The following listed persons are duly elected and acting officials of the
- B. Westside Haines City Community Development District, as Lessee (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof.

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Pool Furniture and Fitness Equipment Lease/Purchase Agreement dated as of August 6, 2024 and the Schedule(s) thereunder and all future Schedule(s) (the “Agreements”) by and between Lessee and THM Leasing, LLC, and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____ By _____
Title _____
(Seal)

The signer of this Certificate cannot be listed above as authorized to execute the Agreements.

SECTION IX

SECTION A



Pro Playgrounds
 8490 Cabin Hill Road
 Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
7/10/2024	

Date	Invoice #
6/10/2024	5012
Terms	Project
Net 30	Ph1 & 2 playground, dog ...

Bill To
 Westside Haines City-Brentwood
 Jill Burns
 6200 Lee Vista Blvd
 Orlando, Fl 32822



Qty	Item	Description	Amount
		Supply and Install Ph 1 and Ph 2 Playground 1x play system w integrated shade, 1x one bay, one cantilever single post swing with belts and a bucket seat, 3x 6ft bench w back, 1x receptacle, 18 pallets of loose rubber mulch surfacing, ADA Half ramp Shades 3x 16 cantilever umbrellas 3x 10x10 single column umbrellas permitting included. Site furnishings 3x benches w backs in-ground at playground 3x portable cafe tables at pool 9x 32 gal. trash receptacle 2x loop bike rack, SM 1x 4ft square portable table under shelters 2x classic wind paw benches w backs at dog park Dog Park 1x Novice Kit 1x Fido fountain	

	Subtotal:
	Sales Tax: (7.5%)
	Balance Due:
	Credits:
	Balance Due:



Pro Playgrounds
 8490 Cabin Hill Road
 Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
7/10/2024	

Date	Invoice #
6/10/2024	5012
Terms	Project
Net 30	Ph1 & 2 playground, dog ...

Bill To
Westside Haines City-Brentwood Jill Burns 6200 Lee Vista Blvd Orlando, Fl 32822



Qty	Item	Description	Amount
		1x pet waste station 1x pet welcome sign 2x classic dog park benches	
		Ph2 Play area 1x Figgs Landing play structure, see saw teeter, springrider, 22 pallets of loose rubber mulch, ADA half ramp benches, receptacle, bike rack Cantilever picnic shade, square table and receptacle	
		PLAY EQUIPMENT	
1	CPE	Fort Moccasin w integrated shade Model 211201	24,627.95
1	QS-23-PKP012N	Figgs Landing - Neutral	24,512.38
1	22-QS-PSW110WS	1 Bay 1 Cantilever - Frame with Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package	1,719.35
	CLR	Colors: green	0.00
1	QS-23-PFB008	Charlie Chomper	1,008.00
1	QS-23-PFB009N	RockWell Teeter Duo - Neutral	754.00
1	Shipping	Combined Shipping and Freight Charges	3,000.00
		SHADE	
3	22-SU101010IG	10' Height -INGROUND - WITH GLIDE- SQUARE UMBRELLA	15,065.22
	CLR	Colors: black frame, sky blue fabric	0.00
2	22-CU161610IG	10' Height -INGROUND - WITH GLIDE- CANTILEVER UMBRELLA	18,572.92

	Subtotal:
	Sales Tax: (7.5%)
	Balance Due:
	Credits:
	Balance Due:



Pro Playgrounds
 8490 Cabin Hill Road
 Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
7/10/2024	

Date	Invoice #
6/10/2024	5012
Terms	Project
Net 30	Ph1 & 2 playground, dog ...

Bill To
 Westside Haines City-Brentwood
 Jill Burns
 6200 Lee Vista Blvd
 Orlando, Fl 32822



Qty	Item	Description	Amount
	CLR	Colors: brown frame, forest green fabric	0.00
2	ENGDRAW	Engineered Drawings for Permitting	1,680.00
1	Shipping	Combined Shipping and Freight Charges	2,080.00
		SITE FURNISHINGS	
3	22-B6WBULS	6' UltraLeisureStandard Bench with Back, In-Ground Mount	1,929.87
1	22-T46UL	46" UltraLeisureSquare Portable Table with 4 Attached Seats	1,287.49
	CLR	Colors: black frame green coatings	0.00
9	22-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	4,833.42
	CLR	Colors: black	0.00
2	22-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	1,717.24
	CLR	Colors: black	0.00
9	22-LINER32-BLACK	Plastic Liner - Black Color	964.50
9	22-DOME32 BLACK	Plastic Dome Top for 32 Gallon Receptacles - Black Color	1,930.56
3	22-T46ULRACS	46" UltraLeisureRound Portable Table with 4 Attached Seats	4,836.17
	CLR	Colors: round tables and seats black	0.00
1	Shipping	Combined Shipping and Freight Charges	2,048.13
		SURFACING MATERIALS	
40	RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	13,554.00
2	22-2BY2FMR08	ADA Half Ramp Flush Mount 8"	798.00
1	Shipping	Combined Shipping and Freight Charges	4,170.00
		DOG PARK	
1	22-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	4,891.97

Subtotal:	
Sales Tax: (7.5%)	
Balance Due:	
Credits:	
Balance Due:	



Pro Playgrounds
 8490 Cabin Hill Road
 Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
7/10/2024	

Date	Invoice #
6/10/2024	5012
Terms	Project
Net 30	Ph1 & 2 playground, dog ...

Bill To
 Westside Haines City-Brentwood
 Jill Burns
 6200 Lee Vista Blvd
 Orlando, Fl 32822



Qty	Item	Description	Amount
1	22-PBARK-405	FIDO FOUNTAIN	3,557.10
	CLR	Colors: green	0.00
1	22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND	584.70
		(color choice: blue or green) (Choose sign option)	
2	22-PBARK-940S-P6	6' BENCH W/ BACK, INGROUND, PERFORATED, W/ LASER CUT PAW PRINTS AND BONES	4,651.43
1	22-PBARK-477	Essential Welcome Sign	353.59
1	Shipping	Combined Shipping and Freight Charges	2,340.00
		LABOR, MATERIALS, INSTALLATION	
1	FLIFTWK	Telescopic Fork Lift Weekly Rental	3,390.90
1	MINEXWK	Mini Excavator Weekly Rental	1,485.90
1	LBR	Labor and Installation two areas of play equipment, swings, site furnishings, borders and surfacing, dog park	36,000.00
1	LBR	Labor and Installation- Shades	22,500.00
96	FBLOCK	Footer Blocks	192.00
22	RMC	Ready Mix Concrete 2500 PSI MIN	4,290.00
800	RBAR5	No. 5 Rebar	1,000.00
75	CC80	Concrete for Anchoring - Delivered Cost	630.00
3,000	GFAB	Weed Barrier	600.00
4	LPIN	Landscape pins for securing underlayment	220.00
1	ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	2,000.00

	Subtotal:
	Sales Tax: (7.5%)
	Balance Due:
	Credits:
	Balance Due:



Pro Playgrounds
 8490 Cabin Hill Road
 Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
7/10/2024	

Date	Invoice #
6/10/2024	5012
Terms	Project
Net 30	Ph1 & 2 playground, dog ...

Bill To
 Westside Haines City-Brentwood
 Jill Burns
 6200 Lee Vista Blvd
 Orlando, Fl 32822



Qty	Item	Description	Amount
1	PT	Portable Toilet	150.00
3	TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from ecevations.	2,174.25
1	DSC	Discount	-2,000.00

Subtotal:	\$220,101.04
Sales Tax: (7.5%)	\$0.00
Balance Due:	\$220,101.04
Credits:	\$0.00
Balance Due:	<u>\$220,101.04</u>

SECTION B



Pro Playgrounds
 8490 Cabin Hill Road
 Tallahassee, FL 32311

Invoice

Date	Invoice #
6/10/2024	5013
Terms	Project
Net 30	Cascades playground & d...

Due Date	P.O. No.
7/10/2024	

Bill To
 Westside Haines City-Cascades
 Jillian Burns
 6200 Lee Vista Blvd.
 Orlando, Fl 32822



Qty	Item	Description	Amount
		Supply and Install the following: 1. Fort Moccasin Dbl with integrated shades playground and independent curved post chain climber 2. Loose rubber safety surfacing, 1x half ramp into the surfacing (site has concrete borders) 3. Site furnishings to includes 4x 6ft benches, 1x SM loop bike rack and 6x 32 gal receptacle w lid and liner(two benches, 1 receptacle at play area, four receptacles at pool) 4. Dog Park to get 1x Novice Kit, 1x pet waste station, 1x welcome & rules sign, 2x 6ft benches w back, 1x 32 gal waste receptacle with lid and liner.	
		PLAY EQUIPMENT	
1	CPE	Fort Moccasin Double with integrated shades Model 22418_LD-2-CR001	27,995.94
1	23-PGS002	Curved Post Chain Climbing Wall	2,763.08
	CLR	Colors: Neutral	0.00
1	Shipping	Combined Shipping and Freight Charges	1,800.00
		DOG PARK	
1	22-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	4,861.67
1	22-PBARK-477	Essential Welcome Sign	353.59
1	22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose sign option)	584.70
	CLR	Colors: neutral colors, green tans browns	0.00

Subtotal:
Sales Tax: (7.5%)
Balance Due:
Credits:
Balance Due:



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
7/10/2024	

Date	Invoice #
6/10/2024	5013
Terms	Project
Net 30	Cascades playground & d...

Bill To
Westside Haines City-Cascades Jillian Burns 6200 Lee Vista Blvd. Orlando, Fl 32822



Qty	Item	Description	Amount
1	Shipping	Combined Shipping and Freight Charges	1,341.06
		SITE FURNISHINGS	
4	22-B6WBULS CLR	6' UltraLeisureStandard Bench with Back, In-Ground Mount Colors: black frame, green coatings	2,573.15 0.00
6	22-TR32 CLR	32 Gallon Regal Standard Trash Receptacle, Receptacle Only Colors: black	3,222.28 0.00
6	22-LINER32-BLACK	Plastic Liner - Black Color	643.00
6	22-DOME32 BLACK	Plastic Dome Top for 32 Gallon Receptacles - Black Color	1,287.04
1	22-MSBR3-SM CLR	Wave Bike Rack, 3-Hump, Surface Mount Colors: black	858.62 0.00
1	Shipping	Combined Shipping and Freight Charges	1,300.00
		SURFACING MATERIALS	
16	RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	5,952.00
1	22-2BY2FMR08	ADA Half Ramp Flush Mount 8"	399.00
1	Shipping	Combined Shipping and Freight Charges	2,760.00
		RAW MATERIALS	
60	FBLOCK	Footer Blocks	225.00
120	CC80	Concrete for Anchoring - Delivered Cost	1,008.00
4,000	GFAB	Weed Barrier	800.00
6	LPIN	Landscape pins for securing underlayment	330.00

	Subtotal:
	Sales Tax: (7.5%)
	Balance Due:
	Credits:
	Balance Due:



Pro Playgrounds
 8490 Cabin Hill Road
 Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
7/10/2024	

Date	Invoice #
6/10/2024	5013
Terms	Project
Net 30	Cascades playground & d...

Bill To
Westside Haines City-Cascades Jillian Burns 6200 Lee Vista Blvd. Orlando, Fl 32822



Qty	Item	Description	Amount
		LABOR, RENTALS, INSTALLATION	
1	22-Rentals	Misc rentals for construction (excavator, forklift, dumpster, man-lift, conc pump)	4,200.00
1	DEL FEE	Equipment Delivery / Pick Up Fees	300.00
1	LBR	Labor and Installation- play equipment, site furnishings, half ramp and surfacing, dog park items	27,750.00

Subtotal:		\$93,308.13
Sales Tax: (7.5%)		\$0.00
Balance Due:		\$93,308.13
Credits:		\$0.00
Balance Due:		<u>\$93,308.13</u>

SECTION C



Pro Playgrounds
 8490 Cabin Hill Road
 Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
7/10/2024	

Date	Invoice #
6/10/2024	5014
Terms	Project
Net 30	Wynnstone playground & ...

Bill To
 Westside Haines City-Wynnstone
 Jillian Burns
 6200 Lee Vista Blvd.
 Orlando, Fl 32822



Qty	Item	Description	Amount
		Supply and Install the following: 1. Ditch Plains with 30x30x12 Shade, single bay swing with cant arm, spring rider 2. Loose rubber safety surfacing, 1x half ramp into the surfacing (site has concrete borders) 3. 20 Hex Shade next to play area with 6ft ADA picnic table under it 4. Site furnishings to includes 4x 6ft benches, 2x 6ft ADA picnic table, 1x SM loop bike rack and 6x 32 gal receptacle w lid and liner (two benches, 1 receptacle at dog park, two benches and 1 receptacle at playground, remaining four receptacles at pool) 5. Dog Park to get 1x Novice Kit, 1x pet waste station, 1x welcome & rules sign, Fido fountain, benches, receptacle, Hex shade w 6ft ADA picnic table.	
		PLAY EQUIPMENT	
1	QS-23-PKP010N	Ditch Plains - Neutral	14,878.72
1	QS-23-PSW110WS	1 Bay 1 Cantilever - Frame w/ Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package	1,278.99
1	QS-23-PFB006	Harry Hopper	617.00
	CLR	Colors: neutral	0.00
1	Shipping	Combined Shipping and Freight Charges	2,280.00
		DOG PARK	
1	22-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	4,861.67
1	22-PBARK-477	Essential Welcome Sign	353.59

Subtotal:
Sales Tax: (7.5%)
Balance Due:
Credits:
Balance Due:



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
7/10/2024	

Date	Invoice #
6/10/2024	5014
Terms	Project
Net 30	Wynnstone playground & ...

Bill To
Westside Haines City-Wynnstone
jillian Burns
6200 Lee Vista Blvd.
Orlando, Fl 32822



Qty	Item	Description	Amount
1	22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose sign option)	584.70
1	22-PBARK-405	FIDO FOUNTAIN	3,382.53
	CLR	Colors: neutral colors, green tans browns	0.00
1	Shipping	Combined Shipping and Freight Charges	2,875.00
		SITE FURNISHINGS	
4	22-B6WBULS	6' UltraLeisureStandard Bench with Back, In-Ground Mount	2,573.15
	CLR	Colors: black frame, green coatings	0.00
2	22-T6ULHDCP	6' UltraLeisureAccessible Rectangular Portable Table*	2,576.16
6	22-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	3,222.28
	CLR	Colors: black	0.00
6	22-LINER32-BLACK	Plastic Liner - Black Color	643.00
6	22-DOME32 BLACK	Plastic Dome Top for 32 Gallon Receptacles - Black Color	1,287.04
1	22-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	858.62
	CLR	Colors: black	0.00
1	Shipping	Combined Shipping and Freight Charges	1,300.00
		*SHADES**	
1	CSSD	Custom Shade Design 30x30x12 Hip, w glides, baseplates	13,456.00
2	CSSD	Custom Shade Design Hexagon 20ft x 10ft eave ht, baseplates	17,686.00
	CLR	Colors: frame Brown, Fabric forest green	0.00
2	ENGDRAW	Engineered Drawings for Permitting	1,680.00
1	Shipping	Combined Shipping and Freight Charges	3,120.00
		SURFACING MATERIALS	

Subtotal:	
Sales Tax: (7.5%)	
Balance Due:	
Credits:	
Balance Due:	



Pro Playgrounds
 8490 Cabin Hill Road
 Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
7/10/2024	

Date	Invoice #
6/10/2024	5014
Terms	Project
Net 30	Wynnstone playground & ...

Bill To
 Westside Haines City-Wynnstone
 Jillian Burns
 6200 Lee Vista Blvd.
 Orlando, FL 32822



Qty	Item	Description	Amount
18	RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	6,696.00
1	22-2BY2FMR08	ADA Half Ramp Flush Mount 8"	407.33
1	Shipping	Combined Shipping and Freight Charges	2,160.00
RAW MATERIALS			
1,200	RBAR5	No. 5 Rebar	1,500.00
32	RMC	Ready Mix Concrete 2500 PSI MIN	6,400.00
60	FBLOCK	Footer Blocks	225.00
46	CC80	Concrete for Anchoring - Delivered Cost	386.40
1,500	GFAB	Weed Barrier	300.00
2	LPIN	Landscape pins for securing underlayment	110.00
LABOR, RENTALS, INSTALLATION			
1	22-Rentals	Misc rentals for construction (excavator, forklift, dumpster, man-lift, conc pump)	4,200.00
1	DEL FEE	Equipment Delivery / Pick Up Fees	300.00
1	LBR	Labor and Installation- play equipment, swing, site furnishings, half ramp and surfacing, dog park items	22,500.00
1	LBR	Labor and Installation- three shades	24,000.00
1	ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	2,500.00
1	DSC	Discount	-2,000.00

Subtotal:	\$149,199.18
Sales Tax: (7.5%)	\$0.00
Balance Due:	\$149,199.18
Credits:	\$0.00
Balance Due:	<u>\$149,199.18</u>

SECTION X

This instrument was prepared by:

Lauren Gentry, Esq.
KILINSKI | VAN WYK PLLC
517 E. College Ave.
Tallahassee, Florida 32301

Parcel No.
272631709007022072, 272631709007041210, 272631709007035130, 272631709007037160,
272631709007038190, 272631709007039190, 272631709007040190, 272631709007038200,
272631709007039200, 272631709007040200, 272631709007042370, 272631709007044350,
272631709007044360, 272631709007045150, 272631709007036060, 272631709007050080,
272631709007051200, 272631709007053060, 272631709007053070 and 272631709007028350

QUIT-CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 25th day of June 2024, by and between **AG ESSENTIAL HOUSING MULTI STATE 2, LLC**, a Delaware limited liability company, with a mailing address of c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th Floor, New York, NY 10167 (“Grantor”) and **LENNAR HOMES, LLC**, a Florida limited liability company, with a mailing address of 6675 Westwood Blvd, Orlando, FL 32821 (“Grantee”).

(Wherever used herein, the terms “Grantor(s)” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR(S), for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below (“Property”), to the extent of their respective interests therein:

Tracts B, C, K, L, M, N, P, Q, R, S, T, U, V, W, X, Y, Z, BB, CC, and JJ; those internal streets, roadways and rights-of-way identified as Waterfall Blvd, Reservoir Pl, Weir Blvd, Niagra Blvd, White Water Ct, Aquifer Ln, Punch Bowl Ave, Burney Falls Ln, Cumberland Ave, Aqua Ave, and Loch Ct; all Private Drainage Easements, Private Retaining Wall Easements, and Landscape and Wall Easements, as depicted on the Plat entitled Cascades Phases 1A and 1B, recorded in Plat Book 193, Pages 37-52, inclusive, of the Public Records of Polk County, Florida.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, including but not necessarily limited to all stormwater piping, structures, improvements, swales and retention areas located thereon.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

AG EHC II (LEN) MULTI STATE 3, LLC,
a Delaware limited liability company

By: [Signature]
Name: Jeanette He Lachyuge
Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

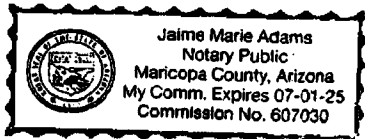
By: [Signature]
Print Name: Steven S. Benson
Title: Manager of Essential Housing Asset
Management, LLC, an Arizona limited liability
company, the Authorized Agent of AG EHC II
(LEN) Multi State 3, LLC

Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

By: [Signature]
Name: Wendy Stueckel
Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of June, 2024, by Steven S. Benson, on behalf of AG ESSENTIAL HOUSING MULTI STATE 2, LLC, who appeared before me this day, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Arizona

Name: Jaime Marie Adams
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Lauren Gentry, Esq.
KILINSKI | VAN WYK PLLC
517 E. College Ave.
Tallahassee, Florida 32301

Parcel No.
272631709007022072, 272631709007041210, 272631709007035130, 272631709007037160,
272631709007038190, 272631709007039190, 272631709007040190, 272631709007038200,
272631709007039200, 272631709007040200, 272631709007042370, 272631709007044350,
272631709007044360, 272631709007045150, 272631709007036060, 272631709007050080,
272631709007051200, 272631709007053060, 272631709007053070 and 272631709007028350

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this 25th day of June, 2024, by **LENNAR HOMES, LLC**, a Florida limited liability company, with a mailing address of 6675 Westwood Blvd, Orlando, FL 32821 (hereinafter called the “grantor”), in favor of **WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, further described as:

SEE ATTACHED EXHIBIT A

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

LENNAR HOMES, LLC
a Florida limited liability company

[Signature]
Print Name: STANISLAV A. MCCONAMY
Address: 6675 WESTWOOD BLVD, 5th floor
ORLANDO, FL 32821

[Signature]
By: Erica Pace
Title: Vice President

[Signature]
Print Name: Erica Pace
Address: 6675 Westwood Blvd, 5th floor
Orlando, FL 32821

STATE OF Florida
COUNTY OF Orange

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this 25th day of June 2024 by Erica Pace, on behalf of Lennar Homes, LLC, a Florida limited liability company.



[notary seal] HH 431837
Exp 9/11/27

[Signature]
(Official Notary Signature)
Name: Melanie Minihan
Personally Known
OR Produced Identification _____
Type of Identification _____

ACCEPTANCE BY GRANTEE

By execution of this Corrective Special Warranty Deed, grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Corrective Special Warranty Deed.

Dated this 9th day of July ~~June~~ 2024.

Signed, sealed and delivered
in the presence of:

Witnesses:

Lindsey Roden
Name: Lindsey Roden
Address:
346 East Central Ave.
Winter Haven, FL 33880

Jessica Petrucci
Name: Jessica Petrucci
Address:
346 East Central Ave.
Winter Haven, FL 33880

**WESTSIDE HAINES COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

By: [Signature]
Warren K. Heath II
Chairperson, Board of Supervisors
Address:
346 East Central Ave.
Winter Haven, FL 33880

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of July 2024, by Warren K. Heath II as Chairperson of the Board of Supervisors of the Westside Haines Community Development District.

Lindsey E Roden
(Official/Notary Signature)
Name: Lindsey E Roden
Personally Known
OR Produced Identification _____
Type of Identification _____

[notary seal]



EXHIBIT A

Tracts B, C, K, L, M, N, P, Q, R, S, T, U, V, W, X, Y, Z, BB, CC, and JJ; those internal streets, roadways and rights-of-way identified as Waterfall Blvd, Reservoir Pl, Weir Blvd, Niagra Blvd, White Water Ct, Aquifer Ln, Punch Bowl Ave, Burney Falls Ln, Cumberland Ave, Aqua Ave, and Loch Ct; all Private Drainage Easements, Private Retaining Wall Easements, and Landscape and Wall Easements, as depicted on the Plat entitled Cascades Phases 1A and 1B, recorded in Plat Book 193, Pages 37-52, inclusive, of the Public Records of Polk County, Florida.

SECTION XI

SECTION A

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

FDC GROVE ROAD CONSTRUCTION

This Agreement is by and between GLK Real Estate LLC ("Owner") and Tucker Paving, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work shall include related services such as testing, start-up, and commissioning, all as required by the Contract Documents

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Master construction for FDC Grove Road (the "Project"), including clearing and earthwork, paving, and storm drainage, per the plans titled Preliminary Development Plan – FDC Grove Road Offsite Roadway Improvements, dated April 12, 2023.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Absolute Engineering Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602 ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed. Project start date will be determined by the date of the pre-construction meeting as evidenced by the issuance of the Notice to Proceed and with a stipulated date for Project Completion as provided in the revised project completion schedule established at the pre-construction meeting with the regulatory agencies with jurisdiction over the Project. The revised project completion date shall be evidenced in writing by the Parties.

~~4.02~~ ~~Contract Times: Dates~~

- ~~A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **one hundred seventy-seven (177)** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **two hundred seven (207)** calendar days after the date when the Contract Times commence to run.
- B. **ALL CALENDAR DAY DURATIONS STATED ABOVE SHALL BE INCLUSIVE OF THE TIME NECESSARY FOR SHOP DRAWING PREPARATION, REVIEW, AND APPROVAL, AND PROCUREMENT, FABRICATION AND DELIVERY OF ALL MATERIALS REQUIRED FOR COMPLETION OF THE PROJECT.**

~~4.04~~ ~~Milestones~~

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~
- ~~1. Milestone 1 {event & date/days}~~
 - ~~2. Milestone 2 {event & date/days}~~
 - ~~3. Milestone 3 {event & date/days}~~

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed ~~and~~ Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. For and in recognition of specific consideration in the amount of Ten Dollars (\$10) and other valuable consideration paid to Contractor, the receipt of which is acknowledged, the Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
 - ~~3. *Milestones:* Contractor shall pay Owner **\$(number)** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of~~

~~Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- ~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~
- ~~C. Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

~~4.06—Special Damages~~

- ~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of **Six Million, One Hundred Forty-Nine Thousand, Eight Hundred One Dollars and Eleven Cents (\$6,149,801.11).**

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions. Pricing is inclusive of all sales tax. Change Orders shall be based on the unit pricing provided by the Contractor, subject to Article 11 of the General Conditions.

B. THE LUMP SUM BID PRICE IN SECTION A ABOVE SHALL NOT BE SUBJECT TO ANY ADJUSTMENTS EXCEPT AS SPECIFICALLY SET FORTH HEREIN. CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACT PRICE SHALL NOT BE SUBJECT TO FLUCTUATIONS IN MARKET COSTS FOR TOOLS, MATERIALS, SUPPLIES, EQUIPMENT, FUEL, OR LABOR EXCEPT AS DESCRIBED IN ADDENDUM NO. 1.

~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~

D. For all Work, including additions or changes to the Work, payment shall be made in accordance with at the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall only be used in connection with pricing for change orders.

E. The Lump Sum Bid Price and Unit Pricing provided for tools, materials, supplies, equipment, fuel or labor shall not be subject to any cost adjustment for any reason unless authorized per an addendum to this contract. Notwithstanding the above, in the event Owner requests a change in the scope of Work beyond simple extensions to existing work, Contractor and Owner shall negotiate reasonable adjustments to unit prices for such changes in scope of Work.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Following assignment to a governmental entity as set forth herein, Owner shall make progress payments on the basis of Contractor's Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes, on or about the [ordinal number, such as 5th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes. Retainage to be reduced to 2.5% upon 50% completion at Owner's discretion.
1. ~~Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.~~
 - a. ~~[number] percent of the value of the Work completed (with the balance being retainage).~~
 - 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. ~~[number] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~
- B. ~~Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [number] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less [number] percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 Final Payment

- A. Upon final completion and acceptance of the Work ("Completion of Work"), in accordance with Paragraph 15.05 and 15.06 of the General Conditions, and subject to final acceptance by Polk County and/or the local utility provider, as applicable, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes.
~~All amounts not paid when due will bear interest at the rate of [number] percent per annum.~~

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement as modified herein.
 - 2. Bonds:
 - a. ~~Performance bond (together with power of attorney).~~
 - b. ~~Payment bond (together with power of attorney).~~
 - c. Bid bond (together with power of attorney)
 - 3. General Conditions as modified therein.
 - 4. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.
 - 5. ~~Project Manual, including but not limited to Specifications as listed in the table of contents of the Project Manual (copy of list attached).~~
 - 6. ~~Drawings (not attached but incorporated by reference) consisting of [number] sheets with each sheet bearing the following general title: [title on Drawings].~~
 - 7. Sheet Index of Drawings, as listed on the plans titled "Preliminary Development Plan, FDC Grove Road Offsite Roadway Improvements," dated April 12, 2023
 - 8. Contract Addenda (Addendum No. 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Exhibit A)
 - b. Bid Schedule
 - c. Bid Addendum(s), if any
 - d. Technical Specifications as set forth in the Supplemental Conditions
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Orders.
 - d. Field Orders.
 - e. ~~Warranty Bond, if any.~~
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.
13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract.
14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 Terms

- A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 Assignment of Warranties

- A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier’s and/or subcontractor’s consent to assign said warranties to Owner.

9.04 Construction Defects

- A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.05 Restriction on Removal of Fill Dirt from Work Site

- A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.06 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

9.07 Assignment of Contract

- A. It is the intent of the Owner that this Agreement will be assigned to the Westside Haines City Community Development District (“District”), a local unit of special purpose government. Upon assignment, Sections 9.08 through 9.12 shall apply. In addition, any requirements or provisions of this Agreement, including those contained in the General Conditions or Supplementary Conditions, or any other provision regarding public construction projects, payment and performance bonds, or the direct purchase of materials as provided herein, shall be applicable upon assignment.

- B. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.08 Public Records

A. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Jill Burns ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 the Contractor 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 Contractor'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 the Contractor, the Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, TELEPHONE: (407) 841-5524, FAX: (407) 839-1526, OR EMAIL: RECORDREQUEST@GMSCFL.COM.

9.09 Public Entity Crimes

A. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on

a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated by the Owner.

9.10 Scrutinized Companies

Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the Owner may immediately terminate this Contract.

9.11 E-Verify.

The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Contractor has otherwise complied with its obligations hereunder, the Owner

shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

9.12 Direct Purchase of Materials

- A. Upon assignment of this Contract to the District, Owner shall be a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate, and the provisions of this Section 9.12 shall apply. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.
- B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.
- C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.
1. Owner will be entitled to a reduction in the Lump Sum Bid amount provided in Section 5.01.A, in an amount equal to the actual Unit Cost of all Direct Purchased Materials, together with the applicable sales tax related to such Unit Cost included as part of Contractor's bid. Owner shall also be entitled to any discounted Unit Costs quoted to Contractor by a vendor.
2. Direct Purchased Materials paid for by Owner shall be the property of Owner and any unused Direct Purchased Materials returned to vendor or otherwise sold or transferred by Owner shall not be subject to any claim by Contractor under this Contract.
- D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.
- E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they

conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.

F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

9.12 Foreign Influence

Contractor understands that under Section 286.101, Florida Statutes, Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a Foreign country of concern as that term is defined within the above referenced statute.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on January 16, 2024 (which is the Effective Date of the Contract).

Owner: GLK Real Estate LLC

Contractor: Tucker Paving, Inc.

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: 4/23/24
(date signed)

Date: 4-22-24
(date signed)

Name: Lauren O. Schwenk
(typed or printed)

Name: Patrick Braist
(typed or printed)

Title: Manager
(typed or printed)

Title: EVP
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
(individual's signature)

Attest: [Signature]
(individual's signature)

Title: Project Manager
(typed or printed)

Title: VPC
(typed or printed)

Address for giving notices:
346 E Central Avenue
Winter Haven, Florida, 33880

Address for giving notices:
5656 Lucerne Park Rd
Winter Haven, FL 33880

Designated Representative:

Designated Representative:

Name: Warren K. Heath, II
(typed or printed)

Name: _____
(typed or printed)

Title: Construction Manager
(typed or printed)

Title: _____
(typed or printed)

Address:
Cassidy Land Development, LLC
346 East Central Avenue
Winter Haven, Florida, 33880
Phone: (863) 324-3698
Email: rheath@heathfl.com

Address:

Phone: _____
Email: _____

License No.: _____
(where applicable)

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

State: Florida

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-3	GENERAL NOTES
4-9	TYPICAL SECTIONS
10-27	ROADWAY PLAN SHEET
28-55	ROADWAY CROSS SECTIONS
S-1	SIGNING AND PAVEMENT MARKING GENERAL NOTES
S-2 - S-15	SIGNING AND PAVEMENT MARKING PLAN SHEET

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

FDC GROVE ROAD CONSTRUCTION

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms	1
1.02 Terminology	6
Article 2—Preliminary Matters.....	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	8
2.03 Before Starting Construction	8
2.04 Preconstruction Conference; Designation of Authorized Representatives	8
2.05 Acceptance of Schedules	9
2.06 Electronic Transmittals	9
Article 3—Contract Documents: Intent, Requirements, Reuse	9
3.01 Intent	9
3.02 Reference Standards.....	10
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents.....	11
3.05 Reuse of Documents	12
Article 4—Commencement and Progress of the Work	12
4.01 Commencement of Contract Times; Notice to Proceed	12
4.02 Starting the Work.....	12
4.03 Reference Points	12
4.04 Progress Schedule	13
4.05 Delays in Contractor’s Progress	13
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	15
5.01 Availability of Lands	15
5.02 Use of Site and Other Areas.....	16

5.03	Subsurface and Physical Conditions.....	17
5.04	Differing Subsurface or Physical Conditions	18
5.05	Underground Facilities.....	20
5.06	Hazardous Environmental Conditions at Site	22
Article 6—Bonds and Insurance.....		24
6.01	Performance, Payment, and Other Bonds.....	24
6.02	Insurance—General Provisions.....	25
6.03	Contractor’s Insurance.....	27
6.04	Builder’s Risk and Other Property Insurance.....	28
6.05	Property Losses; Subrogation	28
6.06	Receipt and Application of Property Insurance Proceeds	29
Article 7—Contractor’s Responsibilities		30
7.01	Contractor’s Means and Methods of Construction	30
7.02	Supervision and Superintendence	30
7.03	Labor; Working Hours	30
7.04	Services, Materials, and Equipment	31
7.05	“Or Equals”	31
7.06	Substitutes	32
7.07	Concerning Subcontractors and Suppliers.....	34
7.08	Patent Fees and Royalties.....	35
7.09	Permits	36
7.10	Taxes	36
7.11	Laws and Regulations.....	36
7.12	Record Documents.....	37
7.13	Safety and Protection	37
7.14	Hazard Communication Programs	38
7.15	Emergencies	38
7.16	Submittals	39
7.17	Contractor’s General Warranty and Guarantee	41
7.18	Indemnification	42
7.19	Delegation of Professional Design Services	43
Article 8—Other Work at the Site.....		44
8.01	Other Work	44

8.02	Coordination	45
8.03	Legal Relationships.....	45
Article 9—Owner’s Responsibilities.....		46
9.01	Communications to Contractor	46
9.02	Replacement of Engineer.....	46
9.03	Furnish Data	47
9.04	Pay When Due	47
9.05	Lands and Easements; Reports, Tests, and Drawings.....	47
9.06	Insurance	47
9.07	Change Orders	47
9.08	Inspections, Tests, and Approvals.....	47
9.09	Limitations on Owner’s Responsibilities	47
9.10	Undisclosed Hazardous Environmental Condition.....	47
9.11	Evidence of Financial Arrangements.....	47
9.12	Safety Programs	47
Article 10—Engineer’s Status During Construction		48
10.01	Owner’s Representative.....	48
10.02	Visits to Site	48
10.03	Resident Project Representative.....	48
10.04	Engineer’s Authority	48
10.05	Determinations for Unit Price Work	49
10.06	Decisions on Requirements of Contract Documents and Acceptability of Work	49
10.07	Limitations on Engineer’s Authority and Responsibilities	49
10.08	Compliance with Safety Program.....	49
Article 11—Changes to the Contract		50
11.01	Amending and Supplementing the Contract	50
11.02	Change Orders	50
11.03	Work Change Directives.....	50
11.04	Field Orders	51
11.05	Owner-Authorized Changes in the Work.....	51
11.06	Unauthorized Changes in the Work.....	51
11.07	Change of Contract Price	52
11.08	Change of Contract Times.....	53

11.09	Change Proposals.....	53
11.10	Notification to Surety.....	54
Article 12—Claims		54
12.01	Claims	54
Article 13—Cost of the Work; Allowances; Unit Price Work		56
13.01	Cost of the Work	56
13.02	Allowances	59
13.03	Unit Price Work.....	60
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work		61
14.01	Access to Work.....	61
14.02	Tests, Inspections, and Approvals.....	61
14.03	Defective Work	62
14.04	Acceptance of Defective Work.....	62
14.05	Uncovering Work	62
14.06	Owner May Stop the Work	63
14.07	Owner May Correct Defective Work.....	63
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period		64
15.01	Progress Payments.....	64
15.02	Contractor’s Warranty of Title	67
15.03	Substantial Completion.....	67
15.04	Partial Use or Occupancy	68
15.05	Final Inspection	69
15.06	Final Payment	69
15.07	Waiver of Claims	71
15.08	Correction Period.....	71
Article 16—Suspension of Work and Termination		72
16.01	Owner May Suspend Work	72
16.02	Owner May Terminate for Cause.....	72
16.03	Owner May Terminate for Convenience.....	73
16.04	Contractor May Stop Work or Terminate	74
Article 17—Final Resolution of Disputes		75
17.01	Methods and Procedures.....	75
Article 18—Miscellaneous		75

18.01	Giving Notice	75
18.02	Computation of Times.....	75
18.03	Cumulative Remedies	76
18.04	Limitation of Damages	76
18.05	No Waiver	76
18.06	Survival of Obligations	76
18.07	Controlling Law	76
18.08	Assignment of Contract.....	76
18.09	Successors and Assigns	76
18.10	Headings	76
18.11	Sovereign Immunity	77
18.12	No Third-Party Beneficiaries	77

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT
FDC GROVE ROAD CONSTRUCTION
DEFINITIONS AND TERMINOLOGY**

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of

the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
- d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) Completion of Work – See Paragraph 15.06 (D) for definition.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. Upon assignment to the Westside Haines City Community Development District, the Owner may also be referred to as the “District.”
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative* —The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results

of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be lawfully utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, “Substantial Completion” shall be considered to be on the date which all improvements indicated in the construction plans, specifications, and other Contract Documents have been installed and constructed with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall also be responsible for providing required testing, as-built plans, surveys, certifications, and other documentation associated with obtaining the final inspections and applicable written approvals and acceptances from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such approvals, acceptances, and certifications.
43. **Successful Bidder**—The Bidder to which the Owner makes an award of contract.
44. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.
45. **Supplier**—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. **Technical Data**
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental,

or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

51. Construction Manager – any individual, entity or firm retained by the Owner to assist the Engineer with the administration of managing, overseeing and processing construction related activities.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: Upon assignment to a unit of government, ~~When~~ Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds). Contractor must provide a certified copy of the recorded bonds before commencing the Work for a unit of government or before recommencing the Work after a default or abandonment.

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. ~~*Evidence of Owner's Insurance:* After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules:* Within ~~10~~ 3 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under

the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, Construction Manager, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, Construction Manager, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer or Construction Manager and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer or Construction Manager to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict,

error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and

Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. ~~The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed. Notwithstanding the foregoing, to the extent the Contractor begins Work without a Notice to Proceed, such Work shall be deemed to be subject to the requirements of this Agreement. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:
 - 1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, tropical storms, hurricanes, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the

area, including heavy rain not associated with a named tropical storm or hurricane shall not be deemed as causing any delays for the Project.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or

2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

3. where the delivery of materials is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of the material, Contractor shall not be liable for any additional cost or damages associated with such delays, and the Contractor shall receive an equitable adjustment to the contract time. In no event shall such procurement delays trigger liquidated damages.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited and conditioned as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
4. The Owner, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. At such time the Contractor may provide any additional impacts to the schedule and Contract to the Owner to review at its discretion.

5. Adjustments of Contract Price are subject to the limitations of Article 5 of the Construction Contract.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications; and
3. Technical Data contained in such reports and drawings, if any.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *No Reliance by Contractor on Technical Data*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~ Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.

- D. *Limitations of Other Data and Documents*: ~~Except for such reliance on Technical Data,~~ Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils,

including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the Engineer and with respect to "templating."

6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in

question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental

Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. ***Contractor's Responsibilities:*** Owner and Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with the latest revision of Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act";
 3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. ***Notice by Contractor:*** If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. ***Engineer's Review:*** Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03, and the limitations of Article 5 of the Contract ;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 - 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

- A. ~~Reports and Drawings: The Supplementary Conditions identify:~~
- ~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;~~
 - ~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and~~
 - ~~3. Technical Data contained in such reports and drawings.~~
- B. ~~No Reliance by Contractor on Technical Data Authorized: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
 - ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
 - ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in

- any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. ~~Upon assignment to the District, Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year (for the payment bond) and two years (for the performance bond) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.~~
- B. ~~Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.~~
- C. ~~All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."~~
- D. ~~Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.~~
- E. ~~If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify~~

~~Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.~~

- ~~F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.~~
- ~~G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.~~
- ~~H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.~~

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida's Public Records Law, Owner may block out (redact) (1) any confidential premium or

- pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
 - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
 - H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
 - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
 - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
 - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
 - L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
 - M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
 - N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~40~~ 30 days prior written notice has been given to the purchasing

policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

- O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. ~~*Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. ~~Owner and Contractor waive-waives~~ all rights against ~~each other and the respective Polk County, Owner and its officers,~~ directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered

by such policies and any other property insurance applicable to the Work; and, in addition, ~~waive~~ ~~waives~~ all such rights against Engineer and/or Construction Manager, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

~~B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~

- ~~1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. ~~Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.~~
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site ~~will~~ may be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may

perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 2) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 3) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 4) has a proven record of performance and availability of responsive service; and
 - 5) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- ~~B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention,

design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all applicable construction permits, and licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges and fees for permanent of utility owners for connections for providing permanent service to the Work. Contractor shall pay for any temporary utility connections fees and costs for the Work, including without limitation water and electrical meters (if applicable), installation fees, electrical inspection fees, and temporary systems including generators, pumps, and service lines, if applicable. Contractor shall additionally provide all signage required by applicable permits and governmental authorities.
- B. Owner and Contractor acknowledge and agree that Owner intends to turn over all or a portion of the Work upon completion to City of Haines City or Polk County, Florida, for ownership and maintenance. To the extent that Owner intends to turn over any portion of the Work to another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, improvement bonds, and close-out documents required by the governmental entity even if such requirements are beyond what is required herein) to ensure that the recipient governmental entity accepts the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor or those for whom Contractor is responsible performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising, in whole or in part, out of or relating to such Work or other action. ~~It is not Contractor's responsibility to make certain that~~

~~the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.~~

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or

indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 3) 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 4) 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 5) 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may

require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent

resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.**

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- F. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.
- G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

- A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost,~~

~~judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, Engineer, GLK Real Estate LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses, fees, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be \$10,000,000 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate

with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price

will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising, in whole or in part, out of Contractor's actions, inactions, ~~or~~ negligence, recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

- 9.03 **Furnish Data**
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 **Pay When Due**
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 **Lands and Easements; Reports, Tests, and Drawings**
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 **Insurance**
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 **Change Orders**
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 **Inspections, Tests, and Approvals**
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 **Limitations on Owner's Responsibilities**
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 **Undisclosed Hazardous Environmental Condition**
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 **Evidence of Financial Arrangements**
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 **Safety Programs**
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 Owner’s Representative

- A. Engineer and the Construction Manager, if any, will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer’s consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer’s Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer’s authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer’s authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner’s delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer’s authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; such requests for Change Orders may be submitted by Construction Manager in consultation with the Contractor; however, all Change Orders must be reviewed and approved by the Engineer prior to final sign off by the Owner and implementation of the same; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the

terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. ~~Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be twenty (20)~~15~~ percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the

costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. **Engineer's Full Review and Action on the Change Proposal:** Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. **Binding Decision:** Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. **Resolution of Certain Change Proposals:** If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
 - D. **Post-Completion:** Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. **Claims Process:** The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. **Submittal of Claim:** The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision

under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used ~~for two distinct purposes:~~
- ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost plus fee, time and materials, or other cost based terms; or~~
 - When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
- Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 - Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) ~~Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.~~
 - 2) ~~Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions, or if none is specified, in a rate book mutually acceptable to both parties. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.~~
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("Changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with

the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- ~~h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. ~~When the Work as a whole is performed on the basis of cost plus a fee, then:
a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~

- b. ~~for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~
- 1) ~~1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~
 - 2) ~~2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Upon assignment to the District, all such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law. ~~Contractor shall preserve all such documents for a period of three years after the final payment by Owner.~~ Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 3. Adjusted unit prices will apply to all units of that item.
 4. If during the performance of the Contract, the cost of materials purchased by Contractor significantly increases, through no fault of the Contractor, the price of this Contract shall be equitably adjusted by an amount reasonably necessary to fully compensate the Contractor for any such significant increase in the cost of materials, subject to the terms of Addendum 1 to this Agreement. As used herein, a significant increase shall mean any increase in cost of materials exceeding five percent (5%) experienced by Contractor from the date of the Contract's execution.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense

unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer and/or Construction Manager has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Engineer shall review each such additional inspection or testing of the Work.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include

but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~ Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing

Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Upon assignment of this Agreement to the District, Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.70 et seq., Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.~~

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

- h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete,

Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. Upon assignment of this Agreement to the District, to the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes (the "Act"), such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing with a single list of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Engineer and Contractor shall review each item on the list and assign a completion cost value (Cost of Work as defined in Paragraph 13.01) to each item based on the schedule of values provided in Contractor's bid and other reasonable completion cost estimates as mutually agreed to by Contractor and Engineer. In the event the Contractor and Engineer cannot agree on a cost value, the amount determined by Engineer shall be used. Engineer shall complete the list within thirty (30) days of Final Inspection completion and shall have five (5) days from list completion to review and provide to Contractor. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to

Contractor within 20 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within ~~one year~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of

invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.
- B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a any material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. In such case, Contractor shall be paid for (without duplication of any items):
 - ~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~
 - ~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in~~

~~connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~

~~3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.

C. Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;

2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and Subcontracts and revoke agreements specified in such notice;

4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract, as may be necessary;

5. Complete performance of any Work which is not terminated; and

6. Deliver to Owner an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the ~~contract~~ Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
- C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then the exclusive venue for any such legal action shall be in a court of appropriate jurisdiction in Polk County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed ~~to~~ based on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Sovereign Immunity

A. Upon assignment of this Agreement to the District, Contractor and Owner agree that nothing in this 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 or law, and nothing in this 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.

18.12 No Third-Party Beneficiaries

A. Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective partners, representatives, successors, and assigns.

SUPPLEMENTARY CONDITIONS
FDC GROVE ROAD CONSTRUCTION

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract*, EJCDC Document No. C-700, 2018 Edition (the “**General Conditions**”), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports.* Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

None.

2. *Drawings.* Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

None.

3. *Technical Data.* Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

None.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports.* Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

2. *Drawings.* Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

3. *Technical Data.* Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds as required in the General Conditions. Pursuant to Paragraph 6.01.B. of the General Conditions, the following additional bonds are required:

N/A

SC-6.03 CONTRACTOR'S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor's required insurance shall be as follows.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. **Workers' Compensation and Employer's Liability**

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

b. **Commercial General Liability**

General Aggregate	\$3,000,000
Products - Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Bodily Injury and Property Damage*—Each Occurrence	\$3,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

c. **Automobile Liability***

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

d. Excess or Umbrella Liability*

Per Occurrence	\$10,000,000
General Aggregate	\$10,000,000

e. Contractor's Pollution Liability*

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. Builder's Risk

- i. Amount** – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)
- ii. Form** – must be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
- iii. Scope** – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance;

allow for the waiver of the insurer's subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

- a. Products and completed operations coverage maintained for three (3) years after final payment;
- b. Blanket contractual liability coverage to the extent permitted by law;
- c. Broad form property damage coverage; and
- d. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

5. The Contractor's commercial general liability and automobile liability, umbrella or excess, pollution liability and builder's risk policies will include and list **Owner, Engineer, GLK Real Estate LLC, Polk County** (and its successors and assigns), and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis. The general liability, automobile liability, and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County and the Owner. Polk County must be identified as "Polk County, a political subdivision of the State of Florida."

6. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

8. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

9. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

10. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

Construction Manager, designated by the Owner.

2. An itemization of the specific matters to be covered by such authority and responsibility:

Refer to the General Conditions.

3. The extent of such authority and responsibilities:

Refer to the General Conditions.

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N/A

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

Warren K. Heath II and his designees; see General Conditions for scope of responsibilities and authorities outlined for Construction Manager.

Bond Number Assigned by Surety:

[Bond Number]

PERFORMANCE BOND

<p>Contractor Name: Tucker Paving, Inc. Address <i>(principal place of business)</i>: 5658 Lucerne Park Road Winter Haven, Florida 33881 <u>Telephone Number: (863) 299-2262</u></p>	<p>Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i>: [Address of Surety's principal place of business] <u>Telephone Number: [Telephone Number]</u></p>
<p>Owner Name: Westside Haines City Community Development District Mailing address <i>(principal place of business)</i>: 219 East Livingston Street Orlando, Florida 32801 <u>Telephone Number: (407) 841-5524</u></p>	<p>Contract Description <i>(name and location)</i>: <u>FDC GROVE ROAD MASTER INFRASTRUCTURE IMPROVEMENTS</u>, Polk County, Florida Contract Price: <u>\$6,149,801.11</u> Effective Date of Contract: [Date from Contract]</p>
<p>Bond Bond Amount: \$6,149,801.11 (Contract Price) Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

EJCDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bond Number Assigned by Surety:

[Bond Number]

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Bond Number Assigned by Surety:

[Bond Number]

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

Bond Number Assigned by Surety:
[Bond Number]

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Bond Number Assigned by Surety:

[Bond Number]

PAYMENT BOND

Contractor Name: Tucker Paving, Inc. Address (principal place of business): 5658 Lucerne Park Road Winter Haven, Florida 33881 Telephone Number: 863-299-2262	Surety Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business] Telephone Number: [Telephone Number]
Owner Westside Haines City Community Name: Development District Mailing address (principal place of business): 219 East Livingston Street Orlando, Florida 32801 Telephone Number: (407) 841-5524	Contract Description (name and location): FDC GROVE ROAD, MASTER INFRASTRUCTURE IMPROVEMENTS Polk County, Florida Contract Price: <u>\$6,149,801.11</u> Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: \$6,149,801.11 (Contract Price) Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____

EJCDC® C-615, Payment Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bond Number Assigned by Surety:

[Bond Number]

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

16. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
17. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
18. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
19. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 19.1. Claimants who do not have a direct contract with the Contractor
 - 119..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 119..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 19.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
20. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
21. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 21.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 21.2. Pay or arrange for payment of any undisputed amounts.
 - 21.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement.

Bond Number Assigned by Surety:

[Bond Number]

If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

22. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
23. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
24. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
25. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
26. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
27. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
28. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
29. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
30. Definitions
 - 30.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 130..1. The name of the Claimant;
 - 130..2. The name of the person for whom the labor was done, or materials or equipment furnished;

Bond Number Assigned by Surety:

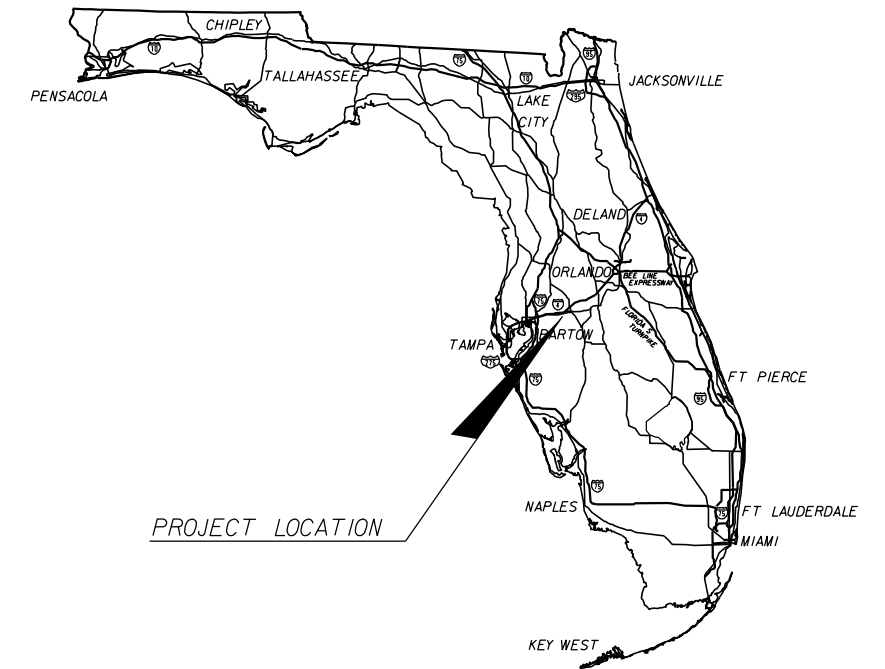
[Bond Number]

- 130..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 130..4. A brief description of the labor, materials, or equipment furnished;
 - 130..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 130..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 130..7. The total amount of previous payments received by the Claimant; and
 - 130..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 30.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 30.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 30.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 30.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
31. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
32. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**



PRELIMINARY DEVELOPMENT PLAN FDC GROVE ROAD OFFSITE ROADWAY IMPROVEMENTS

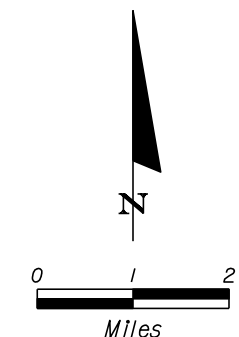
POLK COUNTY, FL



A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-3	GENERAL NOTES
4-9	TYPICAL SECTIONS
10-27	ROADWAY PLAN SHEET
28-55	ROADWAY CROSS SECTIONS
S-1	SIGNING AND PAVEMENT MARKING GENERAL NOTES
S-2 - S-16	SIGNING AND PAVEMENT MARKING PLAN SHEET



PROJECT LOCATION

PLANS PREPARED FOR:
ABSOLUTE ENGINEERING, INC.

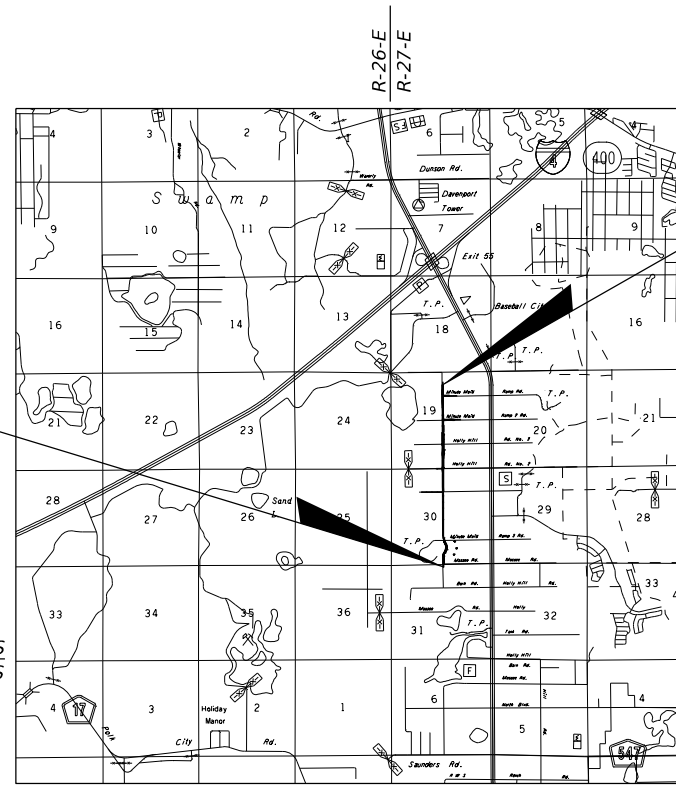
1000 N ASHLEY DR SUITE #925
TAMPA, FL 33602

PLANS PREPARED BY:

JB&B ENGINEERING

23747 Hideout Trail
Land O Lakes, Florida 34639
Office: 813-545-1323

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



BEGIN PROJECT
STA. 45+53.00 @ CONST. FDC GROVE ROAD
N 1400680.43
E 769513.24

END PROJECT
STA. 145+20.00 @ CONST. FDC GROVE ROAD
N 1410578.87
E 769473.01

GOVERNING STANDARD PLANS:

FLORIDA DEPARTMENT OF TRANSPORTATION,
FY 2022-23 STANDARD PLANS FOR ROAD AND
BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS)

STANDARD PLANS FOR ROAD CONSTRUCTION AND ASSOCIATED (IRS)
ARE AVAILABLE AT THE FOLLOWING WEBSITE:
[HTTPS://WWW.FDOT.GOV/DESIGN/STANDARDPLANS](https://www.fdot.gov/design/standardplans)

APPLICABLE IRS:

STANDARD PLANS FOR BRIDGE CONSTRUCTION ARE INCLUDED IN THE STRUCTURES PLANS COMPONENT

GOVERNING STANDARD SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION,
JULY 2022 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
AT THE FOLLOWING WEBSITE: [HTTPS://WWW.FDOT.GOV/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS](https://www.fdot.gov/programmanagement/implemented/specbooks)

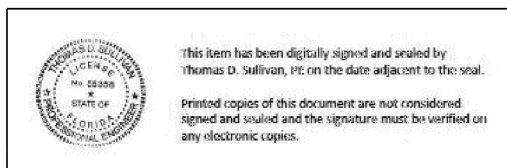
PROJECT LENGTH IS BASED ON @ OF CONSTRUCTION

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	10097.68	1.912
BRIDGES	0.00	0.000
NET LENGTH OF PROJECT	10097.68	1.912
EXCEPTIONS	0.00	0.000
GROSS LENGTH OF PROJECT	10097.68	1.912

KEY SHEET REVISIONS	
DATE	DESCRIPTION

ROADWAY PLANS
ENGINEER OF RECORD: THOMAS D. SULLIVAN

P.E. NO. 55358



SHEET
NO.

1

**AMENDMENT NO. 1 TO EJCDC LUMP SUM PRICE CONTRACT
POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS**

This Amendment No. 1 made this _____ day of _____ in the year 2024 is made contemporaneous with

and supplements the Agreement dated January 31, 2024, between

GLK Real Estate LLC, OWNER

and

Tucker Paving, Inc., CONTRACTOR

for the following:

Master construction for FDC Grove Road (the "Project"), including clearing and earthwork, paving, and storm drainage, per the plans titled Preliminary Development Plan – FDC Grove Road Offsite Roadway Improvements, dated April 12, 2023.

Terms used in this Amendment, unless otherwise defined, shall have the same meaning as defined in the Agreement.

1. POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL. As of the date of this Amendment, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price, availability and delivery time frames ("Potentially Time and Price-Impacted Material"). This Amendment provides for a fair allocation of the risk of such market conditions between the Owner and the Contractor and shall only apply to the Potentially Time and Price-Impacted Material(s) listed in Schedule A to this Amendment.

2. BASELINE PRICE AND TIME. Owner and Contractor shall agree upon a method for establishing the market price as of the date of this Amendment ("Baseline Price") and the method for calculating an adjustment in the pricing for a Potentially Time and Price-Impacted Material listed in Schedule A to this Amendment.

2.1. Compensation for any Potentially Time and Price-Impacted Material shall not be duplicated in any contingency amounts established under the terms of the Agreement.

3. ADJUSTMENT IN BASELINE PRICE. If during the course of the Project a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either Party may notify the other in writing within ten (10) days from the date the basis for an equitable adjustment to the Contract Price arises and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted Material shall not include any amount for markup, including overhead and profit.

3.1. In the event of a decrease in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such decrease, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

3.2. In the event of an increase in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such increase, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

3.3. The Contract Price shall not be adjusted by more than five (5%) percent of the original Contract Price for the aggregate of the increases or decreases in Baseline Prices for Potentially Time and Price-Impacted Materials.

3.4. No adjustment shall be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the Agreement prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is the fault of the Owner and is documented as such.

3.5. Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.

4. TIME-IMPACT AND AVAILABILITY If the Contractor is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, a Potentially Time and Price-Impacted Material, beyond the control of and without any fault attributable to the Contractor, its Subcontractors and Material Suppliers, the Contractor shall be entitled to an equitable extension of the Contract Time and an equitable adjustment of the Contract Price in accordance with the Agreement. The Owner and Contractor shall undertake reasonable steps to mitigate the effect of such delays. Such steps shall include the expedited Shop Drawings submittal and response Milestone Dates set forth in the Agreement, immediate order of materials, and Owner direct purchase of materials, among other mitigation strategies.

OWNER: GLK Real Estate LLC

By _____

CONTRACTOR: Tucker Paving Inc.

By: _____

END OF DOCUMENT.

SCHEDULE A TO AMENDMENT NO. 1 POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

Potentially Time and Price-Impacted Materials should be identified and described with specificity. The methods for establishing the Baseline Price for a Potentially Time and Price-Impacted Material should be based upon an objective standard and include: 1) established market or catalog prices; 2) actual material costs; 3) material costs indices; and, 4) such other mutually agreed upon method. Pricing based on material costs indices must identify the index category or subcategory that most accurately reflects the Potentially Time and Price-Impacted Material specified. Such Price-Impacted Materials must exceed the schedule of values line item by over 5% to be entitled to a Price adjustment. Further, submittal of at least two material supplier quotes for the same quantity and materials must accompany any request for a Price adjustment pursuant to this Amendment. Requests for Time based on unavailability of materials must be supported with milestone dates for delivery of materials in original bid and must be deemed reasonable with supporting affidavits by materials supplier and the time must deviate by more than 5% of schedule days.

1. Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

2. Potentially Time and Price-Impacted Material:[]

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

3. []Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

4. Potentially Time and Price-Impacted Material:

Baseline Price: []/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

(Attach additional sheets as necessary)



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Absolute Engineering, Inc.	Contact:	Heather Wertz
Address:	1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone:	(813) 221-1516
Project Name:	FDC Grove Road	Bid Number:	23-347
Project Location:	Davenport, FL	Bid Date:	9/14/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
------------------	--------------------	------	------------	-------------

SECTION A2

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$3,729.83	\$3,729.83
Silt Fence Type III	3,000.000	LF	\$1.46	\$4,380.00
SWPPP Monitoring	1.000	LS	\$2,781.48	\$2,781.48
Clearing & Grubbing	1.000	LS	\$28,040.68	\$28,040.68
Grading To Subgrade And Fine Grading	1.000	LS	\$31,269.71	\$31,269.71
Bahia Sod	3,638.000	SY	\$3.44	\$12,514.72

Total Price for above 01 - CLEARING & EARTHWORK Items: \$82,716.42

02 - PAVING

10" Limerock Base (LBR 100)	1,697.000	SY	\$42.53	\$72,173.41
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	4,882.000	SY	\$16.49	\$80,504.18
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	4,882.000	SY	\$46.73	\$228,135.86
2" Asphalt Milling	3,284.000	SY	\$5.20	\$17,076.80
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	728.000	SY	\$26.14	\$19,029.92
6' Concrete Sidewalk - 4" Thick	2,573.000	LF	\$46.73	\$120,236.29
6' ADA Handicap Ramp	3.000	EACH	\$2,089.68	\$6,269.04
F Curb	402.000	LF	\$44.68	\$17,961.36
6" Concrete Driveway	264.000	SF	\$17.16	\$4,530.24
Thermoplastic Striping - 6" Stripe (5,593 LF), 18" Stripe (5 LF), 24" Stripe (38 LF), Bike Lane Symbol (2 EA), And Directional Arrow (4 EA)	1.000	LS	\$25,437.02	\$25,437.02
Signing - Combo Stop/Street Name Sign (2 EA) And OEM 4-2 (1 EA)	1.000	LS	\$12,736.18	\$12,736.18
Maintenance Of Traffic				

Total Price for above 02 - PAVING Items: \$604,090.30

03 - STORM SYSTEM

18" RCP Pipe	623.000	LF	\$88.53	\$55,154.19
14" X 23" ERCP Pipe	94.000	LF	\$123.61	\$11,619.34
Type P-5 Curb Inlet	1.000	EACH	\$8,376.56	\$8,376.56
Type P-6 Curb Inlet	2.000	EACH	\$9,243.07	\$18,486.14
Type C Inlet	3.000	EACH	\$4,599.71	\$13,799.13
Type D Inlet - Doghouse	1.000	EACH	\$6,062.02	\$6,062.02
Type H Inlet - Doghouse	1.000	EACH	\$8,539.09	\$8,539.09
18" RCP Mitered End Section	1.000	EACH	\$3,909.77	\$3,909.77
Concrete Flume	1.000	EACH	\$7,308.92	\$7,308.92
Open Cut & Repair Asphalt For Storm Pipe Installation (365 SF) Repair With 2" Asphalt/12" Base Material **Restoration Only For This (365 SF) Area.	1.000	LS	\$9,390.96	\$9,390.96



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Absolute Engineering, Inc.	Contact:	Heather Wertz
Address:	1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone:	(813) 221-1516
Project Name:	FDC Grove Road	Bid Number:	23-347
Project Location:	Davenport, FL	Bid Date:	9/14/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
***Overlay Of Existing Roadway Not Included				
Dewatering Storm Installation	1.000	LS	\$15,744.65	\$15,744.65
Clean And Video Proposed Storm Line	1.000	LS	\$3,293.86	\$3,293.86
Total Price for above 03 - STORM SYSTEM Items:				\$161,684.63

Total Price for above SECTION A2 Items: \$848,491.35

SECTION A2-B

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$2,906.36	\$2,906.36
Silt Fence Type III	2,600.000	LF	\$1.46	\$3,796.00
SWPPP Monitoring	1.000	LS	\$237.89	\$237.89
Total Price for above 01 - CLEARING & EARTHWORK Items:				\$6,940.25

02 - PAVING

1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	3,159.000	SY	\$16.49	\$52,091.91
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	3,159.000	SY	\$46.73	\$147,620.07
2" Asphalt Milling	3,159.000	SY	\$5.20	\$16,426.80
Thermoplastic Striping - Restripe Road After Mill And Overlay	1.000	LS	\$15,262.19	\$15,262.19
Maintenance Of Traffic	1.000	LS	\$5,416.51	\$5,416.51
Total Price for above 02 - PAVING Items:				\$236,817.48

Total Price for above SECTION A2-B Items: \$243,757.73

SECTION B-C

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$2,906.36	\$2,906.36
Silt Fence Type III	1,400.000	LF	\$1.46	\$2,044.00
SWPPP Monitoring	1.000	LS	\$237.89	\$237.89
Total Price for above 01 - CLEARING & EARTHWORK Items:				\$5,188.25

02 - PAVING

1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	3,000.000	SY	\$16.49	\$49,470.00
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	3,000.000	SY	\$46.73	\$140,190.00
2" Asphalt Milling	3,000.000	SY	\$5.20	\$15,600.00
Thermoplastic Striping - Restripe Road After Mill And Overlay	1.000	LS	\$15,262.19	\$15,262.19
Maintenance Of Traffic	1.000	LS	\$5,416.51	\$5,416.51



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Absolute Engineering, Inc.	Contact:	Heather Wertz
Address:	1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone:	(813) 221-1516
Project Name:	FDC Grove Road	Bid Number:	23-347
Project Location:	Davenport, FL	Bid Date:	9/14/2023

Total Price for above 02 - PAVING Items: \$225,938.70

Total Price for above SECTION B-C Items: \$231,126.95

SECTION C1

01 - CLEARING & EARTHWORK

Mobilization	1.000 LS	\$3,754.71	\$3,754.71
Silt Fence Type III	4,275.000 LF	\$1.46	\$6,241.50
SWPPP Monitoring	1.000 LS	\$475.78	\$475.78
Clearing & Grubbing	1.000 LS	\$8,934.21	\$8,934.21
Grading To Subgrade And Fine Grading	1.000 LS	\$22,274.16	\$22,274.16
Bahia Sod	4,558.000 SY	\$3.44	\$15,679.52

Total Price for above 01 - CLEARING & EARTHWORK Items: \$57,359.88

02 - PAVING

10" Limerock Base (LBR 100)	1,526.000 SY	\$38.03	\$58,033.78
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	3,737.000 SY	\$16.49	\$61,623.13
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	3,737.000 SY	\$46.73	\$174,630.01
2" Asphalt Milling	2,235.000 SY	\$5.20	\$11,622.00
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	267.000 SY	\$58.88	\$15,720.96
6' Concrete Sidewalk - 4" Thick	6,567.000 LF	\$46.73	\$306,875.91
F Curb	1,000.000 LF	\$44.68	\$44,680.00
Thermoplastic Striping - 6" Stripe (3,963 LF)	1.000 LS	\$15,577.75	\$15,577.75
Signing - OEM 4-2 (1 EA)			
Maintenance Of Traffic	1.000 LS	\$33,231.31	\$33,231.31

Total Price for above 02 - PAVING Items: \$721,994.85

03 - STORM SYSTEM

18" RCP Pipe	1,137.000 LF	\$88.53	\$100,658.61
Type C Inlet	1.000 EACH	\$4,683.25	\$4,683.25
Type P Storm Manhole	3.000 EACH	\$7,105.09	\$21,315.27
18" RCP Mitered End Section	1.000 EACH	\$3,909.77	\$3,909.77
2 Barrel Closed Flume	1.000 EACH	\$33,044.01	\$33,044.01
Dewatering Storm Installation	1.000 LS	\$24,967.46	\$24,967.46
Clean And Video Proposed Storm Line	1.000 LS	\$3,293.86	\$3,293.86

Total Price for above 03 - STORM SYSTEM Items: \$191,872.23



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To: Absolute Engineering, Inc.	Contact: Heather Wertz
Address: 1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone: (813) 221-1516
Project Name: FDC Grove Road	Fax:
Project Location: Davenport, FL	Bid Number: 23-347
	Bid Date: 9/14/2023

Total Price for above SECTION C1 Items: \$971,226.96

SECTION C2

01 - CLEARING & EARTHWORK

Mobilization	1.000 LS	\$3,729.83	\$3,729.83
Silt Fence Type III	1,250.000 LF	\$1.46	\$1,825.00
SWPPP Monitoring	1.000 LS	\$475.78	\$475.78
Clearing & Grubbing	1.000 LS	\$2,680.26	\$2,680.26
Grading To Subgrade And Fine Grading	1.000 LS	\$6,253.94	\$6,253.94
Bahia Sod	1,216.000 SY	\$3.44	\$4,183.04

Total Price for above 01 - CLEARING & EARTHWORK Items: \$19,147.85

02 - PAVING

10" Limerock Base (LBR 100)	824.000 SY	\$32.30	\$26,615.20
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	1,528.000 SY	\$16.49	\$25,196.72
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	1,528.000 SY	\$46.73	\$71,403.44
2" Asphalt Milling	708.000 SY	\$5.20	\$3,681.60
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	84.000 SY	\$53.20	\$4,468.80
6' Concrete Sidewalk - 4" Thick	153.000 LF	\$46.73	\$7,149.69
6' ADA Handicap Ramp	1.000 EACH	\$2,089.68	\$2,089.68
F Curb	268.000 LF	\$44.68	\$11,974.24
Drop Curb	47.000 LF	\$53.90	\$2,533.30
Thermoplastic Striping - 6" Stripe (1,806 LF), 18" Stripe (103 LF), 24" Stripe (14 LF)	1.000 LS	\$8,267.81	\$8,267.81
Signing - Combo Stop/Street Name Sign (1 EA) Maintenance Of Traffic	1.000 LS	\$33,231.31	\$33,231.31

Total Price for above 02 - PAVING Items: \$196,611.79

03 - STORM SYSTEM

18" RCP Pipe	417.000 LF	\$88.53	\$36,917.01
15" RCP Pipe	48.000 LF	\$156.17	\$7,496.16
Type P Storm Manhole	2.000 EACH	\$7,105.09	\$14,210.18
Type P-6 Curb Inlet	1.000 EACH	\$9,243.07	\$9,243.07
Dewatering Storm Installation	1.000 LS	\$10,210.96	\$10,210.96
Clean And Video Proposed Storm Line	1.000 LS	\$3,293.86	\$3,293.86

Total Price for above 03 - STORM SYSTEM Items: \$81,371.24

Total Price for above SECTION C2 Items: \$297,130.88



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To: Absolute Engineering, Inc.	Contact: Heather Wertz
Address: 1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone: (813) 221-1516
Project Name: FDC Grove Road	Bid Number: 23-347
Project Location: Davenport, FL	Bid Date: 9/14/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
------------------	--------------------	------	------------	-------------

SECTION D1A

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$8,853.60	\$8,853.60
Silt Fence Type III	1,400.000	LF	\$1.46	\$2,044.00
SWPPP Monitoring	1.000	LS	\$237.89	\$237.89
Clearing & Grubbing	1.000	LS	\$6,253.94	\$6,253.94
Grading To Subgrade And Fine Grading	1.000	LS	\$14,592.53	\$14,592.53
Bahia Sod	1,668.000	SY	\$3.44	\$5,737.92

Total Price for above 01 - CLEARING & EARTHWORK Items: \$37,719.88

02 - PAVING

10" Limerock Base (LBR 100)	1,585.000	SY	\$29.48	\$46,725.80
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	3,220.000	SY	\$16.49	\$53,097.80
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	3,220.000	SY	\$46.73	\$150,470.60
2" Asphalt Milling	1,636.000	SY	\$5.20	\$8,507.20
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	129.000	SY	\$48.23	\$6,221.67
6' Concrete Sidewalk - 4" Thick	40.000	LF	\$46.73	\$1,869.20
5' Concrete Sidewalk - 4" Thick	20.000	LF	\$38.94	\$778.80
6' ADA Handicap Ramp	2.000	EACH	\$2,089.68	\$4,179.36
F Curb	349.000	LF	\$44.68	\$15,593.32
Drop Curb	132.000	LF	\$53.90	\$7,114.80
Thermoplastic Striping - 6" Stripe (2,502 LF), 18" Stripe (168 LF), 24" Stripe (15 LF), (1 EA) Directional Arrow Signing - Combo Stop/Street Name Sign (1 EA)	1.000	LS	\$11,759.17	\$11,759.17
Maintenance Of Traffic	1.000	LS	\$33,231.31	\$33,231.31

Total Price for above 02 - PAVING Items: \$339,549.03

03 - STORM SYSTEM

18" RCP Pipe	83.000	LF	\$88.53	\$7,347.99
Type C Inlet	1.000	EACH	\$4,663.84	\$4,663.84
Dewatering Storm Installation	1.000	LS	\$1,822.60	\$1,822.60
Clean And Video Proposed Storm Line	1.000	LS	\$3,293.86	\$3,293.86

Total Price for above 03 - STORM SYSTEM Items: \$17,128.29

Total Price for above SECTION D1A Items: \$394,397.20

SECTION D1B

01 - CLEARING & EARTHWORK



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Absolute Engineering, Inc.	Contact:	Heather Wertz
Address:	1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone:	(813) 221-1516
Project Name:	FDC Grove Road	Bid Number:	23-347
Project Location:	Davenport, FL	Bid Date:	9/14/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mobilization	1.000	LS	\$2,906.36	\$2,906.36
Total Price for above 01 - CLEARING & EARTHWORK Items:				\$2,906.36

02 - PAVING

3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	703.000	SY	\$46.73	\$32,851.19
10" Limerock Base (LBR 100)	703.000	SY	\$34.93	\$24,555.79
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	703.000	SY	\$16.49	\$11,592.47
Thermoplastic Striping - (1,310 LF) Of 6" Stripe And (1 EA) Bike Lane Stencil	1.000	LS	\$5,848.27	\$5,848.27

Total Price for above 02 - PAVING Items: \$74,847.72

Total Price for above SECTION D1B Items: \$77,754.08

SECTION D2A

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$3,729.83	\$3,729.83
Silt Fence Type III	2,600.000	LF	\$1.46	\$3,796.00
SWPPP Monitoring	1.000	LS	\$237.89	\$237.89
Clearing & Grubbing	1.000	LS	\$11,614.47	\$11,614.47
Grading To Subgrade And Fine Grading	1.000	LS	\$27,100.42	\$27,100.42
Bahia Sod	2,667.000	SY	\$3.44	\$9,174.48

Total Price for above 01 - CLEARING & EARTHWORK Items: \$55,653.09

02 - PAVING

10" Limerock Base (LBR 100)	4,248.000	SY	\$28.15	\$119,581.20
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	7,143.000	SY	\$16.49	\$117,788.07
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	7,143.000	SY	\$46.73	\$333,792.39
2" Asphalt Milling	2,892.000	SY	\$5.20	\$15,038.40
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	395.000	SY	\$88.03	\$34,771.85
5" Concrete Island	205.000	SF	\$10.25	\$2,101.25
6' Concrete Sidewalk - 4" Thick	1,542.000	LF	\$46.73	\$72,057.66
5' Concrete Sidewalk - 4" Thick	823.000	LF	\$38.94	\$32,047.62
6' ADA Handicap Ramp	6.000	EACH	\$2,089.68	\$12,538.08
5' ADA Handicap Ramp	4.000	EACH	\$1,887.56	\$7,550.24
F Curb	2,603.000	LF	\$44.68	\$116,302.04
D Curb	80.000	LF	\$23.73	\$1,898.40
Thermoplastic Striping - 6" Stripe (4,869 LF), 18" Stripe (312 LF), 24" Stripe (623 LF), (13 EA) Directional Arrow	1.000	LS	\$52,442.11	\$52,442.11



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Absolute Engineering, Inc.	Contact:	Heather Wertz
Address:	1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone:	(813) 221-1516
Project Name:	FDC Grove Road	Bid Number:	23-347
Project Location:	Davenport, FL	Bid Date:	9/14/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Signing - Combo Stop/Street Name Sign (5 EA) Maintenance Of Traffic	1.000	LS	\$33,231.31	\$33,231.31
Total Price for above 02 - PAVING Items:				\$951,140.62

03 - STORM SYSTEM

18" RCP Pipe	265.000	LF	\$88.53	\$23,460.45
Type P-5 Curb Inlet	1.000	EACH	\$8,371.86	\$8,371.86
Type P-6 Curb Inlet	1.000	EACH	\$9,243.07	\$9,243.07
Type P Storm Manhole	1.000	EACH	\$7,105.11	\$7,105.11
18" RCP Mitered End Section	1.000	EACH	\$3,909.77	\$3,909.77
Dewatering Storm Installation	1.000	LS	\$5,819.15	\$5,819.15
Clean And Video Proposed Storm Line	1.000	LS	\$3,293.86	\$3,293.86
Total Price for above 03 - STORM SYSTEM Items:				\$61,203.27

Total Price for above SECTION D2A Items: \$1,067,996.98

SECTION D2B

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$2,906.36	\$2,906.36
Total Price for above 01 - CLEARING & EARTHWORK Items:				\$2,906.36

02 - PAVING

10" Limerock Base (LBR 100)	1,465.000	SY	\$33.87	\$49,619.55
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	1,465.000	SY	\$16.49	\$24,157.85
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	1,465.000	SY	\$46.73	\$68,459.45
Thermoplastic Striping - (2,463 LF) Of 6" Stripe And (5 EA) Bike Lane Stencil	1.000	LS	\$13,522.44	\$13,522.44
Total Price for above 02 - PAVING Items:				\$155,759.29

Total Price for above SECTION D2B Items: \$158,665.65

SECTION E1A

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$3,729.83	\$3,729.83
Silt Fence Type III	2,600.000	LF	\$1.46	\$3,796.00
SWPPP Monitoring	1.000	LS	\$237.89	\$237.89
Clearing & Grubbing	1.000	LS	\$3,573.68	\$3,573.68
Grading To Subgrade And Fine Grading	1.000	LS	\$8,338.59	\$8,338.59



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Absolute Engineering, Inc.	Contact:	Heather Wertz
Address:	1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone:	(813) 221-1516
Project Name:	FDC Grove Road	Bid Number:	23-347
Project Location:	Davenport, FL	Bid Date:	9/14/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Bahia Sod	508.000	SY	\$3.44	\$1,747.52
Total Price for above 01 - CLEARING & EARTHWORK Items:				\$21,423.51

02 - PAVING

10" Limerock Base (LBR 100)	814.000	SY	\$37.22	\$30,297.08
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	1,709.000	SY	\$16.49	\$28,181.41
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	1,709.000	SY	\$46.73	\$79,861.57
2" Asphalt Milling	894.000	SY	\$5.20	\$4,648.80
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	105.000	SY	\$58.86	\$6,180.30
6' Concrete Sidewalk - 4" Thick	393.000	LF	\$46.73	\$18,364.89
6' ADA Handicap Ramp	2.000	EACH	\$2,089.68	\$4,179.36
F Curb	393.000	LF	\$44.68	\$17,559.24
Thermoplastic Striping - 6" Stripe (1,823 LF), 12" Stripe (32 LF), 18" Stripe (97 LF), 24" Stripe (75 LF), (3 EA) Directional Arrow Signing - Combo Stop/Street Name Sign (1 EA) And OEM 4-2 (1 EA) Maintenance Of Traffic	1.000	LS	\$16,230.66	\$16,230.66
	1.000	LS	\$33,231.31	\$33,231.31
Total Price for above 02 - PAVING Items:				\$238,734.62

03 - STORM SYSTEM

Remove Inlet Top And Install Type P-5 Curb Inlet	1.000	EACH	\$10,421.38	\$10,421.38
Total Price for above 03 - STORM SYSTEM Items:				\$10,421.38

Total Price for above SECTION E1A Items: \$270,579.51

SECTION E1B

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$2,906.36	\$2,906.36
Total Price for above 01 - CLEARING & EARTHWORK Items:				\$2,906.36

02 - PAVING

10" Limerock Base (LBR 100)	184.000	SY	\$78.60	\$14,462.40
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	184.000	SY	\$16.49	\$3,034.16
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	184.000	SY	\$46.73	\$8,598.32
Thermoplastic Striping - (318 LF) Of 6" Stripe	1.000	LS	\$1,223.05	\$1,223.05
Total Price for above 02 - PAVING Items:				\$27,317.93



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To: Absolute Engineering, Inc.	Contact: Heather Wertz
Address: 1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone: (813) 221-1516
Project Name: FDC Grove Road	Fax:
Project Location: Davenport, FL	Bid Number: 23-347
	Bid Date: 9/14/2023

Total Price for above SECTION E1B Items: \$30,224.29

SECTION E2

01 - CLEARING & EARTHWORK

Mobilization	1.000 LS	\$3,729.83	\$3,729.83
Silt Fence Type III	600.000 LF	\$1.46	\$876.00
SWPPP Monitoring	1.000 LS	\$237.89	\$237.89
Clearing & Grubbing	1.000 LS	\$2,680.26	\$2,680.26
Grading To Subgrade And Fine Grading	1.000 LS	\$6,253.94	\$6,253.94
Bahia Sod	520.000 SY	\$3.44	\$1,788.80

Total Price for above 01 - CLEARING & EARTHWORK Items: \$15,566.72

02 - PAVING

10" Limerock Base (LBR 100)	425.000 SY	\$39.03	\$16,587.75
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	1,073.000 SY	\$16.49	\$17,693.77
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	1,073.000 SY	\$46.73	\$50,141.29
2" Asphalt Milling	648.000 SY	\$5.20	\$3,369.60
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	67.000 SY	\$58.74	\$3,935.58
5' Concrete Sidewalk - 4" Thick	32.000 LF	\$38.94	\$1,246.08
5' ADA Handicap Ramp	1.000 EACH	\$1,887.56	\$1,887.56
F Curb	250.000 LF	\$44.68	\$11,170.00
Thermoplastic Striping - 6" Stripe (1,406 LF), 18" Stripe (123 LF)	1.000 LS	\$6,621.53	\$6,621.53
Maintenance Of Traffic	1.000 LS	\$12,736.18	\$12,736.18

Total Price for above 02 - PAVING Items: \$125,389.34

03 - STORM SYSTEM

Remove Inlet Top And Install Type P-5 Curb Inlet	1.000 EACH	\$10,421.38	\$10,421.38
--	------------	-------------	-------------

Total Price for above 03 - STORM SYSTEM Items: \$10,421.38

Total Price for above SECTION E2 Items: \$151,377.44

SECTION F1

01 - CLEARING & EARTHWORK

Mobilization	1.000 LS	\$3,729.83	\$3,729.83
Silt Fence Type III	1,200.000 LF	\$1.46	\$1,752.00
SWPPP Monitoring	1.000 LS	\$475.78	\$475.78
Clearing & Grubbing	1.000 LS	\$5,360.52	\$5,360.52
Grading To Subgrade And Fine Grading	1.000 LS	\$12,507.88	\$12,507.88



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Absolute Engineering, Inc.	Contact:	Heather Wertz
Address:	1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone:	(813) 221-1516
Project Name:	FDC Grove Road	Bid Number:	23-347
Project Location:	Davenport, FL	Bid Date:	9/14/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Bahia Sod	1,155.000	SY	\$3.44	\$3,973.20
Total Price for above 01 - CLEARING & EARTHWORK Items:				\$27,799.21

02 - PAVING

10" Limerock Base (LBR 100)	611.000	SY	\$44.46	\$27,165.06
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	2,108.000	SY	\$46.73	\$98,506.84
2" Asphalt Milling	1,497.000	SY	\$5.20	\$7,784.40
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	96.000	SY	\$58.72	\$5,637.12
6" Concrete Driveway	256.000	SF	\$17.16	\$4,392.96
F Curb	358.000	LF	\$44.68	\$15,995.44
Thermoplastic Striping - 6" Stripe (3,275 LF), 18" Stripe (88 LF), (2 EA) Directional Arrow	1.000	LS	\$13,810.34	\$13,810.34
Maintenance Of Traffic	1.000	LS	\$12,736.18	\$12,736.18
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	2,108.000	SY	\$16.49	\$34,760.92
Total Price for above 02 - PAVING Items:				\$220,789.26

03 - STORM SYSTEM

Concrete Flume	1.000	EACH	\$7,308.92	\$7,308.92
Total Price for above 03 - STORM SYSTEM Items:				\$7,308.92

Total Price for above SECTION F1 Items: \$255,897.39

SECTION F2A

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$4,553.29	\$4,553.29
Silt Fence Type III	2,600.000	LF	\$1.46	\$3,796.00
SWPPP Monitoring	1.000	LS	\$951.55	\$951.55
Clearing & Grubbing	1.000	LS	\$11,614.47	\$11,614.47
Grading To Subgrade And Fine Grading	1.000	LS	\$27,100.42	\$27,100.42
Bahia Sod	3,046.000	SY	\$3.44	\$10,478.24
Total Price for above 01 - CLEARING & EARTHWORK Items:				\$58,493.97

02 - PAVING

10" Limerock Base (LBR 100)	939.000	SY	\$38.76	\$36,395.64
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	5,572.000	SY	\$16.49	\$91,882.28
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	5,572.000	SY	\$46.73	\$260,379.56
2" Asphalt Milling	4,802.000	SY	\$5.20	\$24,970.40



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Absolute Engineering, Inc.	Contact:	Heather Wertz
Address:	1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone:	(813) 221-1516
Project Name:	FDC Grove Road	Bid Number:	23-347
Project Location:	Davenport, FL	Bid Date:	9/14/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	134.000	SY	\$58.89	\$7,891.26
F Curb	502.000	LF	\$44.68	\$22,429.36
Thermoplastic Striping - 6" Stripe (5,435 LF), 18" Stripe (165 LF), (10 EA) Directional Arrow	1.000	LS	\$24,261.58	\$24,261.58
Maintenance Of Traffic	1.000	LS	\$12,736.18	\$12,736.18
Total Price for above 02 - PAVING Items:				\$480,946.26

03 - STORM SYSTEM

Concrete Flume	1.000	EACH	\$7,308.92	\$7,308.92
Total Price for above 03 - STORM SYSTEM Items:				\$7,308.92

Total Price for above SECTION F2A Items: \$546,749.15

SECTION F2B

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$2,906.36	\$2,906.36
Total Price for above 01 - CLEARING & EARTHWORK Items:				\$2,906.36

02 - PAVING

10" Limerock Base (LBR 100)	668.000	SY	\$44.28	\$29,579.04
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	668.000	SY	\$16.49	\$11,015.32
3" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	668.000	SY	\$46.73	\$31,215.64
Thermoplastic Striping - (1,369 LF) Of 6" Stripe And (2 EA) Bike Lane Stencil	1.000	LS	\$6,885.09	\$6,885.09
Total Price for above 02 - PAVING Items:				\$78,695.09

Total Price for above SECTION F2B Items: \$81,601.45

SECTION F3

01 - CLEARING & EARTHWORK

Mobilization	1.000	LS	\$3,729.83	\$3,729.83
Silt Fence Type III	1,300.000	LF	\$1.46	\$1,898.00
SWPPP Monitoring	1.000	LS	\$475.78	\$475.78
Clearing & Grubbing	1.000	LS	\$5,807.23	\$5,807.23
Grading To Subgrade And Fine Grading	1.000	LS	\$13,550.21	\$13,550.21
Bahia Sod	1,444.000	SY	\$3.44	\$4,967.36



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Absolute Engineering, Inc.	Contact:	Heather Wertz
Address:	1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone:	(813) 221-1516
Project Name:	FDC Grove Road	Bid Number:	23-347
Project Location:	Davenport, FL	Bid Date:	9/14/2023

Total Price for above 01 - CLEARING & EARTHWORK Items: \$30,428.41

02 - PAVING

10" Limerock Base (LBR 100)	871.000 SY	\$39.82	\$34,683.22
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	2,584.000 SY	\$16.49	\$42,610.16
2" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	2,584.000 SY	\$38.96	\$100,672.64
1" Asphalt Milling	1,726.000 SY	\$6.59	\$11,374.34
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	136.000 SY	\$58.71	\$7,984.56
F Curb	507.000 LF	\$44.68	\$22,652.76
Thermoplastic Striping - 6" Stripe (3,265 LF), 18" Stripe (165 LF), 24" Stripe (24 LF), (5 EA) Directional Arrow	1.000 LS	\$14,592.88	\$14,592.88
Signing - Combo Stop/Street Name Sign (1 EA) Maintenance Of Traffic	1.000 LS	\$9,076.34	\$9,076.34

Total Price for above 02 - PAVING Items: \$243,646.90

Total Price for above SECTION F3 Items: \$274,075.31

SECTION F4

01 - CLEARING & EARTHWORK

Mobilization	1.000 LS	\$3,729.83	\$3,729.83
Silt Fence Type III	700.000 LF	\$1.46	\$1,022.00
SWPPP Monitoring	1.000 LS	\$475.78	\$475.78
Clearing & Grubbing	1.000 LS	\$3,126.98	\$3,126.98
Grading To Subgrade And Fine Grading	1.000 LS	\$7,296.27	\$7,296.27
Bahia Sod	1,342.000 SY	\$3.44	\$4,616.48

Total Price for above 01 - CLEARING & EARTHWORK Items: \$20,267.34

02 - PAVING

10" Limerock Base (LBR 100)	443.000 SY	\$40.68	\$18,021.24
1" FC 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	1,359.000 SY	\$16.49	\$22,409.91
2" SP 9.5 W/ PG 76-22 Asphalt Pavement For Widening And Overlay	1,359.000 SY	\$38.96	\$52,946.64
1" Asphalt Milling	917.000 SY	\$6.59	\$6,043.03
1.5" Asphalt Curb Pad - SP 9.5 *** 40% RAP No Polymer	183.000 SY	\$58.86	\$10,771.38
F Curb	685.000 LF	\$45.03	\$30,845.55
Thermoplastic Striping - 6" Stripe (1,527 LF), 24" Stripe (24 LF), (3 EA) Directional Arrow	1.000 LS	\$60,840.89	\$60,840.89
Signing - Combo Stop/Street Name Sign (1 EA) Maintenance Of Traffic	1.000 LS	\$9,076.34	\$9,076.34



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To: Absolute Engineering, Inc.	Contact: Heather Wertz
Address: 1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone: (813) 221-1516
Project Name: FDC Grove Road	Fax:
Project Location: Davenport, FL	Bid Number: 23-347
	Bid Date: 9/14/2023

Total Price for above 02 - PAVING Items: \$210,954.98

03 - STORM SYSTEM

Remove Inlet Top And Install Type P-5 Curb Inlet	1.000 EACH	\$10,421.38	\$10,421.38
Remove Inlet Top And Install Type P Storm Manhole	1.000 EACH	\$7,105.09	\$7,105.09

Total Price for above 03 - STORM SYSTEM Items: \$17,526.47

Total Price for above SECTION F4 Items: \$248,748.79

Total Bid Price: \$6,149,801.11

Notes:

- ***** AT CURRENT BID TIME, WE ARE EXPERIENCING INDUSTRY WIDE PRICE VOLATILITY IN THE MATERIAL MARKET. TUCKER PAVING RESERVES THE RIGHT TO REVIEW ALL FINAL PROPOSAL PRICING AT TIME OF CONTRACT AWARD.**
- *****CONTRACTOR SHALL RECEIVE EQUITABLE ADJUSTMENTS TO BOTH TIME AND PRICE IN THE EVENT SUPPLY CHAIN DELAYS AND/OR FUEL AND MATERIAL COST INCREASES, THAT OCCUR WHICH ARE OUT OF IT'S CONTROL.**
- ***** SOIL REPORT HAD NO WATER LEVEL OR SOIL INFORMATION. BID EXCLUDES SOIL REMEDIATION.**

Not Included in Proposal:

- Permit/Permit Fees
- Construction Layout & As-Builts
- Soil Testing
- Littoral Plantings
- Landscaping & Irrigation
- Tree Protection/Pruning/Relocation
- Retaining Walls, Footers, And Excavation/Backfill Of Footers
- Fence Relocation/Installation
- Asbestos Removal
- Site Clearing/Well Abandonment
- Installation/Relocation/Repair Of Fence/Gates
- Relocation/Removal/Repair Of Existing Or Unknown Utilities
- Relocation/Removal/Repair Of Power Poles Or Guy Wires
- Excavation/Backfill Of Building Foundation And/Or Footers
- Removal Of Muck/Contaminated/Unsuitable Soils Or Materials
- Over Excavation
- Project Identification Sign
- Materials/Work/Services not indicated or listed.



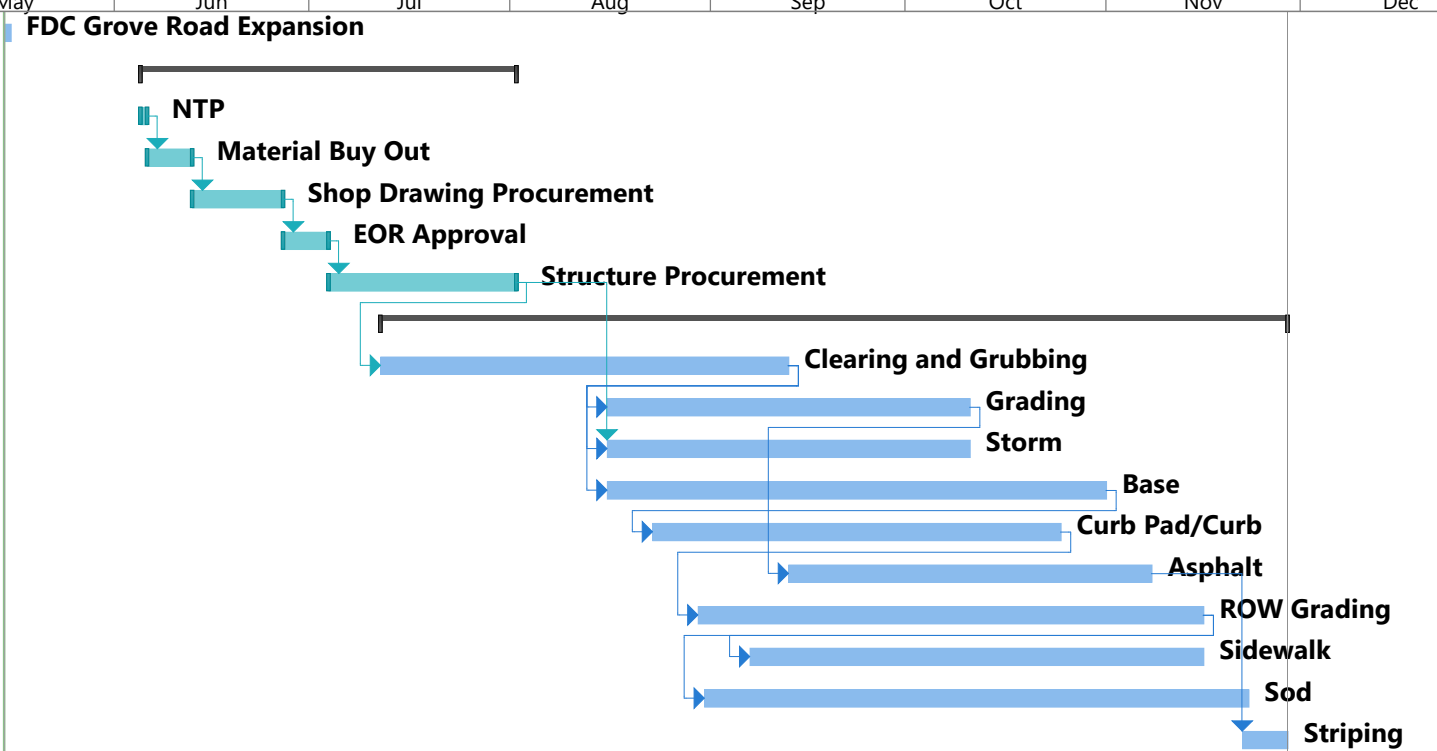
5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To: Absolute Engineering, Inc.	Contact: Heather Wertz
Address: 1000 N Ashley Dr, Suite 925 Tampa, FL 33602	Phone: (813) 221-1516
Project Name: FDC Grove Road	Fax:
Project Location: Davenport, FL	Bid Number: 23-347
	Bid Date: 9/14/2023

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Tucker Paving, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Kyle Allen 863-299-2262 kallen@tuckerpaving.com</p>
--	--

FDC GROVE ROAD

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023						
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	→	FDC Grove Road Expansio	1 day	Mon 5/15/23	Mon 5/15/23										
2	→	Preconstruction	42 days	Mon 6/5/23	Tue 8/1/23										
3	→	NTP	1 day	Mon 6/5/23	Mon 6/5/23										
4	→	Material Buy Out	5 days	Tue 6/6/23	Mon 6/12/23										
5	→	Shop Drawing Procuren	10 days	Tue 6/13/23	Mon 6/26/23										
6	→	EOR Approval	5 days	Tue 6/27/23	Mon 7/3/23	5									
7	→	Structure Procurement	21 days	Tue 7/4/23	Tue 8/1/23	6									
8	→	Construction	100 days	Wed 7/12/23	Tue 11/28/23										
9	→	Clearing and Grubbing	45 days	Wed 7/12/23	Tue 9/12/23	7FS-15 days									
10	→	Grading	40 days	Wed 8/16/23	Tue 10/10/23	9FS-20 days									
11	→	Storm	40 days	Wed 8/16/23	Tue 10/10/23	9FS-20 days,7									
12	→	Base	55 days	Wed 8/16/23	Tue 10/31/23	9FS-20 days									
13	→	Curb Pad/Curb	45 days	Wed 8/23/23	Tue 10/24/23	12FS-50 days									
14	→	Asphalt	40 days	Wed 9/13/23	Tue 11/7/23	10FS-20 days									
15	→	ROW Grading	56 days	Wed 8/30/23	Wed 11/15/23	13FS-40 days									
16	→	Sidewalk	50 days	Thu 9/7/23	Wed 11/15/23	15FS-50 days									
17	→	Sod	60 days	Thu 8/31/23	Wed 11/22/23	15FS-55 days									
18	→	Striping	5 days	Wed 11/22/23	Tue 11/28/23	14FS+10 days									



Project: Project1
Date: Mon 5/15/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

SECTION B

ASSIGNMENT OF CONTRACTOR AGREEMENT
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
FDC GROVE ROAD PROJECT

Assignor: GLK Real Estate LLC (“Assignor”)
Owner/Assignee: Westside Haines City Community Development District (“Assignee” or
“District”)
Contractor: Tucker Paving, Inc. (“Contractor”)
Contract: FDC Grove Road Construction Contract dated January 16, 2024 (“Contractor
Agreement” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 23 day of ~~April~~, 2024.

TUCKER PAVING, INC.

By: _____
Name: Patrick Burke
Title: FOA

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

By: Warren K. Heath II
Name: Warren K. (Rennie) Heath II, Chairperson

GLK REAL ESTATE LLC, a Florida limited liability company

By: _____
Name: Lauren Schwenk, Manager

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement
 - Discrimination Statement

DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned, personally appeared Lauren Schwenk, as Manager of GLK Real Estate LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Lauren Schwenk, as Manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Westside Haines City Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Tucker Paving, Inc., ("**Contractor**"), dated January 16, 2024, including all change orders approved to date, and attached hereto as **Exhibit A**, either
 - a. was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
 - b. is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has:
 - a. furnished or will furnish and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or
 - b. was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or
 - c. Developer will furnish a demand note agreement in satisfactory form to the District.

- (vi) Developer
 - a. represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or
 - b. ___ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 23 day of ~~April~~ ^{May} 2024.

GLK REAL ESTATE LLC
a Florida Limited Liability Company,

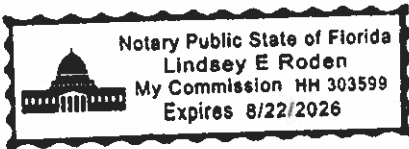
Bobbie Henley
Bobbie Henley
[Print Name]

By: [Signature]
Name: Lauren Schwenk, Manager

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th day of ~~April~~ ^{May} 2024, by Lauren Schwenk, as Manager, GLK Real Estate LLC, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public Signature



**Westside Haines City
Community Development District**

Witness Bobbie Henley
Bobbie Henley
Print Name of Witness

[Signature]
Warren K. Heath, II, Chairman, Board of Supervisors

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th day of ~~April~~ ^{May} 2024, by Warren K. (Rennie) Heath II, Chairman of the Westside Haines City Community Development District, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public Signature



**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE**
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Tucker Paving, Inc., ("Contractor"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between GLK Real Estate LLC and Contractor dated January 16, 2024, has been assigned to the Westside Haines City Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

Executed this 23 day of ~~April~~ ^{May} 2024.

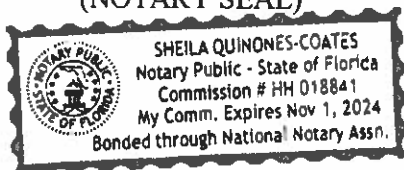
Tucker Paving, Inc.
a Florida corporation

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF DICK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23 day of ~~April~~ ^{May} 2024, by Patrick Braxton, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)



Notary Public Signature

**ADDENDUM (“ADDENDUM”) TO CONTRACTOR AGREEMENT (“CONTRACT”)
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**

1. **ASSIGNMENT.** This Addendum applies to that certain contract between the Westside Haines City Community Development District (“**District**”) and Tucker Paving, Inc., (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida’s Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

5. **INDEMNIFICATION.** Contractor’s indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further 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 Ten Million Dollars (\$10,000,000), which amounts Contractor agrees bears a

reasonable commercial relationship to the Contract and are 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.

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. NOTICES. Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Westside Haines City Community Development District
c/o Governmental Management Services, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Ave.
Tallahassee, Florida 32301
Attn: District Counsel

8. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), *Florida Statutes*, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.


9. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

10. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

11. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

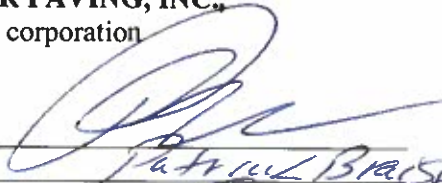
IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

TUCKER PAVING, INC.,
a Florida corporation



Witness
Michael Felix


Print Name of Witness



By: Patrick Brisco

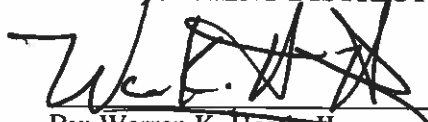
Its: EV

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**



Witness
Lindsey Roden

Print Name of Witness



By: Warren K. Heath, II

Its: Chair, Board of Supervisors

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement
- Exhibit D:** Discrimination Statement

EXHIBIT A
SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Westside Haines City Community Development District

by Patrick Braistoe EVD
(print individual's name and title)

for Tucker Paving, Inc.
(print name of entity submitting sworn statement)

whose business address is

5658 Lucerne Park Road, Winter Haven, Florida 33881

2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, created pursuant to sections 215.4725 or 215.473, *Florida Statutes*, or that has business operations in Cuba or Syria (together, "Prohibited Criteria"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Tucker Paving, Inc., to the Westside Haines City Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Westside Haines City Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Continue on Next Page)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.135(5), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 23 day of April 2024.

May

Tucker Paving, Inc.
a Florida corporation

By: [Signature]
Its: [Signature]

STATE OF FLORIDA
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 23 day of April 2024, by Patrick Braisted, EVP of Tucker Paving, Inc., who is personally known to me May or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Signature of Notary Public taking acknowledgement

(SEAL)

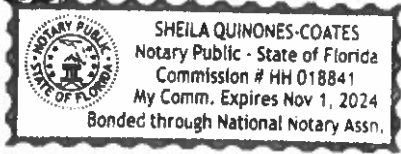


EXHIBIT B
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Westside Haines City Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of CEO for Tucker Paving, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 5658 Lucerne Park Road, Winter Haven, FL 33881.
4. Contractor's Federal Employer Identification Number (FEIN) is 59-3315987
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

___ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 23 day of ~~April~~ May 2024.

Tucker Paving, Inc.
a Florida corporation

By: _____
Its: _____



STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23 day of ~~April~~ May 2024, by Patricia Orta of Tucker Paving, Inc., who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Sheila Quinones-Coates
Notary Public, State of Florida



EXHIBIT C
TRENCH SAFETY ACT COMPLIANCE STATEMENT
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that The Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
Four thousand dollars and Fifty Cents Dollars \$ 4,000.50
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

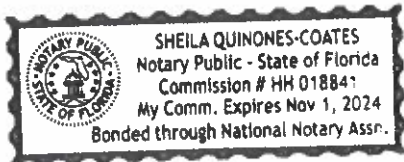
Dated this 23 day of ~~April~~ May 2024.

Tucker Paving, Inc.
a Florida corporation

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23 day of May 2024, by Patrick Braiste of Tucker Paving, Inc., who is personally known to me or who has produced _____ as identification.



Notary Public, State of Florida

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Proper Benching	2,667 LF	\$1.50	\$4,000.5
Project Total			\$4,000.5

Dated this 23 day of ~~April~~ May 2024.

Tucker Paving, Inc.
a Florida corporation
By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23 day of May 2024, by Patrick Braister of Tucker Paving, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida



¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Westside Haines City Community Development District.

2. I, Patrick Brause (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of FCP (print individual's title) for Tucker Paving, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is 5658 Lucerne Park Road, Winter Haven, Florida 33881.

4. Contractor's Federal Employer Identification Number (FEIN) is 59-3315987.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.

7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

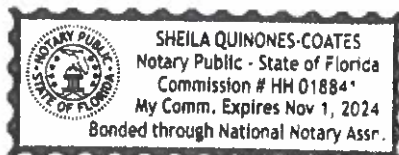
Tucker Paving, Inc.
a Florida corporation

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23 day of April 2024, by Patrick Braisted of Tucker Paving, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida



SECTION C

ASSIGNMENT OF INFRASTRUCTURE AGREEMENT

This Assignment of Infrastructure Agreement (“Assignment Agreement”), is entered into by and between GLK REAL ESTATE, LLC, a Florida limited liability company (“Developer” or “Assignor”), and WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT, a Florida local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes (“District” or “Assignee”).

WITNESSETH:

WHEREAS, on or about November 2023, Developer and Polk County, Florida, a political subdivision of the State of Florida (“County”), entered in that certain Wynnstone, Cascades & Brentwood Infrastructure Agreement (“Infrastructure Agreement”) attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, pursuant to the Infrastructure Agreement, Developer agreed to undertake the design, engineering, permitting and construction of certain Infrastructure Improvements, Additional Improvements, and Holly Hill Grove Road 2 Improvements, all as defined therein (together, the “Improvements”); and

WHEREAS, Developer has completed the design of the Improvements and has obtained bids for the construction of the Improvements; and

WHEREAS, the District was established for the purposes of, among other things, providing for the planning, funding, and construction of facilities and other basic infrastructure all as authorized by Chapter 190, *Florida Statutes*, including infrastructure such as the Improvements; and

WHEREAS, the District is currently constructing similar public infrastructure improvements within and adjacent to the District and is capable of constructing the Improvements; and

WHEREAS, the Developer has requested that the District accept assignment of the Infrastructure Agreement and complete the construction of the Improvements in order to take advantage of certain cost savings associated with the construction of the Improvements by the District; and

WHEREAS, the District’s Board of Supervisors has agreed to accept assignment of the Infrastructure Agreement and to comply with the terms and conditions thereof; and

WHEREAS, pursuant to Section 4.6 of the Infrastructure Agreement, the Developer is required to provide notice to the County of the assignment; and

WHEREAS, the District and Developer desire to provide such notice of the assignment of the Infrastructure Agreement and to confirm that all impact fee credits, payments, and reimbursements remaining due and payable under the Infrastructure Agreement shall be paid directly to the District; and

WHEREAS, the Developer has entered into that certain Construction Funding Agreement dated April 22, 2024 (“Funding Agreement”), to fund all costs associated with the design, construction, and completion of the Improvements, including the payment of any bonds, warranties, or repairs arising therefrom.

Now therefore, in and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the

rights, interests, benefits and privileges of Assignor under the Infrastructure Agreement, by and between Assignor and County, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Infrastructure Agreement arising or accruing after the date hereof. County hereby consents to the assignment of the Infrastructure Agreement and all of Developer's rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 23rd day of April, 2024.

GLK REAL ESTATE, LLC, a Florida limited liability company

By: 
Printed Name: Lauren O. Schwenk
Title: Manager

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government

By: 
Printed Name: Warren K. "Rennie" Heath II
Title: Chairperson, Board of Supervisors

Acknowledged and consented to by:

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, a Political subdivision of the State of Florida

By: Bill Braswell, Chairperson

Exhibit A: Infrastructure Agreement

SECTION D

CONSTRUCTION FUNDING AGREEMENT (FDC GROVE ROAD)

THIS AGREEMENT is made and entered into this 23rd day of April 2024, by and between:

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Governmental Management Services CF, LLC, 219 E Livingston Street, Orlando, Florida 32801 (“**District**”); and

GLK REAL ESTATE LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 346 E. Central Avenue, Winter Haven, Florida 33880 (“**Developer**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by Polk County, a political subdivision of the state of Florida (the “**County**”), and for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the owner and/or developer of certain parcels of land in the County, located within the boundaries of the District; and

WHEREAS, the County and the Developer have entered into that certain *Wynnstone, Cascades, & Brentwood Infrastructure Agreement*, dated November 2023 (“**FDC Grove Road Agreement**”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the Developer and Tucker Paving, Inc., have entered into that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price) – FDC Grove Road Construction* (“**Construction Contract**”) for construction of the improvements described in the FDC Grove Road Agreement; and

WHEREAS, the District has agreed to accept assignment of the FDC Grove Road Agreement, and of the Construction Contract, and to complete the improvements described therein (together, “**Project**”); and

WHEREAS, the District does not presently have, or anticipate that it will have, any funds available to undertake the Project; and

WHEREAS, in consideration of the District undertaking the Project, the Developer has agreed to provide all the necessary funds for the District to complete the Project, as well as guarantee the completion of the District’s obligations under the FDC Grove Road Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **Funding.** In consideration of the District undertaking the Project, the Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project, and otherwise address any other financial obligations of the District under the FDC Grove Road Agreement and the Construction Agreement. Developer will make such funds available on a monthly basis, and within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District. Developer agrees and acknowledges that the funding provided by Developer is the sole source of funding for the Project and that the District shall not be obligated in any way to issue bonds or impose assessment upon the lands located within the District as a result of the construction of the Project

3. **Payment and Performance Bonds; Real Estate Interests; All Other Obligations.** Upon written request of the District, and at no cost to the District, the Developer shall provide to the District: (i) any performance bonds, maintenance bonds, warranty bonds, or other forms of security that may be required of the District under the FDC Grove Road Agreement, and (ii) any real estate interests required for the Project and/or pursuant to the FDC Grove Road Agreement.

4. **CDD Responsible for Maintenance Obligations.** Notwithstanding anything to the contrary herein, nothing herein shall be construed as requiring the Developer to fund any obligations to operate and maintain the right-of-way and related improvements that are to be designed and constructed by the District pursuant to the FDC Grove Road Agreement. However, notwithstanding the above, at the District's request the Developer shall fund any work necessary to address defects in materials and workmanship during the warranty period established by Polk County or pursuant to the terms of any construction contract entered into by the District regarding the Project.

5. **Impact Fee Credits.** In consideration of the Developer providing funding to the District for the Project, the District shall immediately assign to Developer all Impact Fee credits or Impact Fee Increment Vouchers provided to the District by the County pursuant to the FDC Grove Road Agreement. The District shall not be obligated to sell or assign the Impact Fee Credits to Builders or other third parties, or be responsible in any way for the accounting, coordination, redemption, or use of the Impact Fee Credits.

6. **Cash Reimbursement.** The District agrees to pay to the Developer all Cash Reimbursements received by the District under the FDC Grove Road Agreement. The District and the Developer each recognize that the Cash Reimbursement may exceed the costs of the portion of the Project constructed by the District and that any Cash Reimbursement in excess of the cost of the Project shall be the property of the Developer as reimbursement for additional costs incurred by the Developer, including but not limited to such as costs of project management, land costs, or any other related cost incurred by the Developer as a result of the Project.

Notwithstanding anything to the contrary, nothing herein shall be construed to mean that the District may or is in any way obligated to fund the Project from any current or future bond proceeds and that the sole source of payment to Developer under this Agreement shall be the Impact Fee Credits and the Cash Reimbursement pursuant to this Agreement or the FDC Grove Road Agreement.

7. **Default.** A default by any party to this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

8. **Enforcement of Agreement.** If either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement and the FDC Grove Road Agreement.

10. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

11. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

12. **Notices.** All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first written above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

13. **Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. **Notwithstanding the above, the Parties acknowledge and understand that Polk County has a direct interest in the completion of the Project and by execution of this Agreement, Developer agrees that Polk County is a third-party Beneficiary entitled to exercise all rights afforded the District under this Agreement and the FDC Grove Road Agreement as if a direct party thereto.**

14. **Assignment.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

15. **Controlling Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any legal proceedings shall be Polk County, Florida

16. **Effective Date.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

17. **Public Records.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Agreement are public records and are treated as such in accordance with Florida law.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Signed, sealed and delivered in the presence of:

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes.

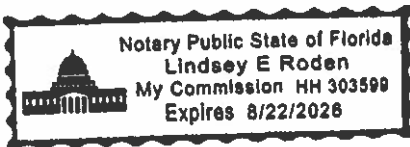
Lindsey Roden
Print Name: Lindsey Roden

Warren K. Heath II
Warren K. Heath II
Chairperson, Board of Supervisors

Jessica Petrucci
Print Name: Jessica Petrucci

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of May, 2024, by Warren K. Heath II, as Chairperson of the Board of Supervisors for the Westside Haines City Community Development District.



Lindsey E Roden
(Official Notary Signature & Seal)
Name: Lindsey E Roden
Personally Known
OR Produced Identification _____
Type of Identification _____

Signed, sealed and delivered
in the presence of:

GLK REAL ESTATE LLC
a Florida limited liability company.

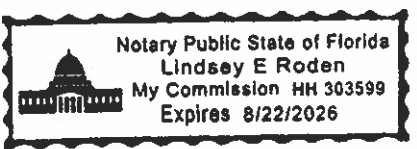
Lindsey Roden
Print Name: Lindsey Roden

Lauren O. Schwenk
Lauren O. Schwenk
Manager

Jessica Petrucci
Print Name: Jessica Petrucci

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 29th day of April, 2024, by Lauren O. Schwenk, as Manager of GLK REAL ESTATE
LLC. may



Lindsey E Roden
(Official Notary Signature & Seal)
Name: Lindsey E Roden
Personally Known
OR Produced Identification _____
Type of Identification _____

Exhibit A: FDC Grove Road Agreement

SECTION XII

SECTION A



Dewberry Engineers Inc. | 407.843.5120
800 North Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803-3251 | www.dewberry.com

April 8, 2024

Via United States Mail and Electronic Mail

Mr. Bing Kearney
The Kearney Companies, LLC
9625 Wes Kearney Way
Riverview, Florida 33578

**Re: *Westside Haines City Community Development District – Notice to Proceed
Wynnstone Phase 1/2 Construction Contract***

Dear Mr. Kearney:

You are hereby notified that the Contract Times under the *Standard Form of Agreement Between Owner and Contractor for Construction Contract*, dated January 23, 2024, with respect to Westside Haines City Community Development District Wynnstone Phase 1/2 construction services (the "Agreement") will commence to run as of April 8, 2024. Accordingly, the Kearney Companies, LLC is to start performing its obligations under the Contract Documents referenced in the Agreement with respect to Westside Haines City Wynnstone Phase 1/2 Project construction. In accordance with Article 4 of the Agreement, the Work to be performed under the Agreement shall commence no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of this Notice and shall be substantially completed within **three hundred fifty-seven (357) consecutive calendar days** from the date designated in this Notice ("Substantial Completion Date"). The entirety of the Work shall be ready for Final Payment in accordance with Paragraph 15.06 of the General Conditions of the Agreement within **three hundred ninety-three (393) calendar days** from the date designated in this Notice ("Final Completion Date").

Should you have any questions or require additional information, please do not hesitate to call. If none, please acknowledge your receipt of this Notice by signing the Acceptance attached hereto and returning to me at your earliest convenience.

Sincerely,

Reinardo Malave, P.E.
District Engineer

cc: Lauren Gentry – District Counsel
Jill Burns – District Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED for the Westside Haines City Community Development District Wynnstone Phase 1/2 Construction Project, with a Commencement Date of April 8, 2024, is hereby acknowledged:

OWNER:

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

By: Warren K Heath

Name: Warren K Heath

Title: Chairman

Date: 5/20/2024, 2024

CONTRACTOR:

THE KEARNEY COMPANIES, LLC, a Florida limited liability company

By: Ryan Crife

Name: RYAN CRIFE

Title: CEO

Date: 5/10/24, 2024

SECTION B

Upon recording, please return to:
Lauren Gentry, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

NOTICE OF COMMENCEMENT

Permit Nos. _____
Parcel I.D. No.: Legal Description Attached.

STATE OF FLORIDA
COUNTY OF POLK

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property in Polk County, Florida. The following information is provided in this Notice of Commencement.

1. Description of property (legal description of property and address if available):
That property identified at Exhibit A.
2. General description of improvements: including clearing and earthwork, paving, storm drainage, sanitary sewer collection system, water distribution system, and reclaimed water distribution; inclusive of surveying, staking, and as-builts for Wynnstone Phase 1/2.
3. Owner information
 - a) Name and address: Westside Haines City Community Development District
c/o Governmental Management Services, LLC
219 E. Livingston St.
Orlando, FL 32801
 - b) Interest in property: Easement
 - c) Name and address of fee simple titleholder (if other than owner): GLK Real Estate, LLC
4. Contractor (name and address): The Kearney Companies, LLC, 9625 Wes Kearney Way, Riverview, Florida 33578.
5. Surety
 - a) Name and address: NGM Insurance Company
4601 Touchton Road, Suite 3400
Jacksonville, Florida 32246
 - b) Amount of bond: \$16,240,432.10
6. Lender (name and address): _____
7. Person within the State of Florida designated by owner upon whom notices or other documents may be served.

Name and address: Jill Burns, Governmental Management Services, LLC, 219 E. Livingston St., Orlando, FL 32801

8. In addition, owner designates the following individual to receive a copy of any notices:
N/A

9. Expiration date of notice of commencement N/A (the expiration date is one year from the date of recording unless a different date is specified).

The foregoing information and execution of this notice is being provided solely for the purpose of providing notice. The Owner of the property is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), *Florida Statutes*.

Attest:

**WESTSIDE HAINES CITY
COMMUNITY
DEVELOPMENT DISTRICT**

Bollie Hensley
Secretary

Warren K. Heath II
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of May, 2024, by Warren K. ("Rennie") Heath II, as Chairman of the Board of Supervisors of the Westside Haines City Community Development District, who is personally known to me or produced _____ as identification.



Lindsey E Roden
(Official Notary Signature & Seal)

Print Name: Lindsey E Roden
Notary Public, State of Florida

EXHIBIT A: Legal Description of Site
EXHIBIT B: Performance and Payment Bonds

EXHIBIT A:

EXHIBIT A – WYNNSTONE – PHASE 1 AND PHASE 2

DESCRIPTION:

A portion of MAP OF FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof, recorded in Plat Book 3, Pages 60 through 63 and all of HOLLY HILL GROVE & FRUIT COMPANY, according to the map or plat thereof, recorded in Plat Book 17, Page 34 of the Public Records of Polk County, Florida, all lying in the West 1/2 of Section 19 and the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 19, run thence along the West boundary thereof, S.00°04'06"E., a distance of 512.27 feet to the Westerly extension of the Southerly boundary of SUNSET RIDGE PHASE 2, according to the plat thereof, recorded in Plat Book 126, Pages 36 through 41 for a POINT OF BEGINNING; thence along said Southerly boundary and Westerly extension thereof the following three (3) courses: 1) N.89°08'35"E., a distance of 1076.45 feet; 2) S.00°11'00"E., a distance of 150.01 feet; 3) N.89°08'35"E., a distance of 460.61 feet to the Northwest corner of NATURES RESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 162, Pages 47 through 49; thence along the West boundary of said NATURES RESERVE PHASE 1 and Southerly extension thereof, S.00°20'10"E., a distance of 676.06 feet to the Northwest corner of Tract 21 in the Northwest 1/4 of Section 19 of aforesaid MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along the North boundary of said Tract 21 and Tract 22 N.89°06'00"E., a distance of 662.14 feet to the Northeast corner of said Tract 22; thence along the East boundary thereof and the West boundary of NATURES RESERVE PHASE 2, according to the plat thereof, recorded in Plat Book 164, Pages 19 through 20 and the Southerly extension thereof, S.00°21'45"E., a distance of 1307.69 feet to Northeast corner of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 19; thence along the East boundary of Tract 6, and Northerly extension thereof, in the Southwest 1/4 of said Section 19 of aforesaid MAP OF FLORIDA DEVELOPMENT CO. TRACT, S.00°21'48"E., a distance of 663.25 feet to the Southeast corner of said Tract 6; thence along the North boundary of Tracts 9 and 10 in said Southwest 1/4, N.89°05'03"E., a distance of 643.83 feet to the Westerly Maintained Right of Way of FDC Grove Road, according to the Polk County Maintained Right of Way Map of FDC Grove Road, recorded in Map Book 18, Pages 43 through 61 of aforesaid Public Records; thence along said Westerly Maintained Right of Way the following three (3) courses: 1) S.00°27'36"E., a distance of 607.85 feet; 2) S.18°10'05"W., a distance of 18.77 feet; 3) S.10°22'17"E., a distance of 53.68 feet to the Northeast corner of Tract 24 in the Southwest 1/4 of Section 19 of aforesaid MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along the East boundary thereof, S.00°22'39"E., a distance of 197.61 feet to aforesaid Westerly Maintained Right of Way of FDC Grove Road; thence along said Westerly Maintained Right of Way the following two (2) courses: 1) S.01°12'23"W., a distance of 332.36 feet; 2) S.00°27'05"W., a distance of 118.81 feet to the South boundary of aforesaid Tract 24; thence along the South boundary of Tracts 24 through 22, S.89°08'17"W., a distance of 969.22 feet to the Northeast corner of Tract 28; thence S.00°21'05"E., a distance of 648.09 feet to the Southeast corner thereof; thence S.89°09'54"W., a distance of 331.81 feet to the Southwest corner thereof, being a point on the East boundary of the West 1/2 of aforesaid Southwest 1/4 of Section 19; thence along said East boundary, S.00°20'33"E., a distance of 15.00 feet to the Northeast corner of aforesaid North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 30; thence along the East boundary thereof, S.00°07'14"E., a distance of 660.05 feet to the Southeast corner of Tract 4 in the Northwest 1/4 of Section 30 of aforesaid MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along the South boundary of Tracts 4 through 1 and Westerly extension thereof, being the South boundary of aforesaid North 1/2, S.89°06'13"W., a distance of 1559.95 feet to the West boundary of the Northwest 1/4 of said Section 30; thence along said West boundary, N.00°04'07"W., a distance of 661.73 feet to the Southwest corner of aforesaid Section 19; thence along aforesaid West boundary thereof, N.00°04'06"W., a distance of 4785.67 feet to the POINT OF BEGINNING.

Containing 266.857 acres, more or less.

LESS AND EXCEPT existing road Rights of Way, including but not limited to road Rights of Way reserved on the MAP OF FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof, recorded in Plat Book 3, Pages 60 through 63 and the Rights of Way dedicated in the SUBDIVISION OF HOLLY HILL GROVE & FRUIT COMPANY, according to the map or plat thereof, recorded in Plat Book 17, Page 34 all of the Public Records of Polk County, Florida.

LESS AND EXCEPT THE FOLLOWING:

D.R. HORTON LOTS:

THOSE PARTS OF TRACTS 6, 9, 10, 11, 20, TO 24 (INCLUSIVE), IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, BEING WITHIN THE PLAT OF THE "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

PROPOSED LOTS 1 THROUGH 61 (INCLUSIVE), BLOCK 6 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT A MAGNETIC NAIL WITH DISK "LS2005" AND "LB 5073" STANDING AT THE SOUTH ¼ CORNER OF SAID SECTION 19, AND RUN THENCE ALONG THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, N-00°22'39"-W, 663.56 FEET; THENCE DEPARTING SAID EAST BOUNDARY, RUN S-89°08'17"-W, 45.92 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO LIES ON THE SOUTH BOUNDARY OF SAID TRACTS 20 TO 24 (INCLUSIVE); THENCE ALONG SAID SOUTH BOUNDARY, S-89°08'17"-W, 380.59 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN N-56°17'58"-W, 125.53 FEET; THENCE N-31°05'31"-W, 82.73 FEET; THENCE S-71°30'42"-W, 5.41 FEET; THENCE S-21°29'34"-W, 54.28 FEET; THENCE S-43°40'56"-E, 80.44 FEET; THENCE S-64°48'42"-W, 81.37 FEET TO A POINT ON SAID SOUTH BOUNDARY OF SAID TRACTS 20 TO 24 (INCLUSIVE); THENCE ALONG SAID SOUTH BOUNDARY, RUN S-89°08'17"-W, 267.21 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 22; THENCE DEPARTING SAID SOUTH BOUNDARY, S-89°55'13"-W, 202.89 FEET; THENCE N-70°05'16"-W, 72.63 FEET; THENCE N-46°46'12"-W, 81.16 FEET; THENCE N-22°12'50"-W, 88.48 FEET; THENCE N-00°04'47"-W, 471.18 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 105.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF S-18°30'53"-E, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET TO A POINT HEREBY **DESIGNATED POINT "A"**, TO BE USED HEREINAFTER; THENCE S-00°04'47"-E, 420.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD LENGTH OF 106.07 FEET, FOR AN ARC LENGTH OF 117.81 FEET; THENCE N-89°55'13"-E, 410.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 106.07 FEET, FOR AN ARC LENGTH OF 117.81 FEET; THENCE N-00°04'47"-W, 420.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 23°34'41", A CHORD BEARING OF N-11°42'33"-E, A CHORD DISTANCE OF 10.22 FEET, FOR AN ARC LENGTH OF 10.29 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 215.83 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 23°34'41", A CHORD BEARING OF S-11°52'08"-E, A CHORD DISTANCE OF 10.22 FEET, FOR AN ARC LENGTH OF 10.29 FEET TO A POINT HEREBY **DESIGNATED POINT "B"**, TO BE USED HEREINAFTER; THENCE S-00°04'47"-E, 410.32 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 106.07 FEET, FOR AN ARC LENGTH OF 117.81 FEET TO A POINT HEREBY **DESIGNATED POINT "C"**, TO BE USED HEREINAFTER; THENCE N-89°55'13"-E, 317.63 FEET TO A POINT HEREBY **DESIGNATED POINT "D"** TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE/Delta OF 89°59'31", A CHORD BEARING OF S-45°05'02"-E, A CHORD DISTANCE OF 42.42 FEET, FOR AN ARC LENGTH OF 47.12 FEET; THENCE S-00°05'16"-E, 90.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 306,693 SQUARE FEET, 7.041 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 22 (INCLUSIVE), BLOCK 10 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "A"**, AND RUN THENCE ALONG A RADIAL LINE N-89°55'13"-E, 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF N-18°21'18"-E, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE ALONG A NON-RADIAL LINE N-89°55'13"-E, 210.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF S-18°30'53"-E, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET TO A POINT HEREBY **DESIGNATED POINT "E"**, TO BE USED HEREINAFTER; THENCE S-00°04'47"-E, 430.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 160.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-00°04'47"-W, 420.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 102,955 SQUARE FEET, 2.364 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 4 (INCLUSIVE) BLOCK 2A OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "B"**, AND RUN THENCE ALONG A RADIAL LINE N-89°55'13"-E, 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF N-18°21'18"-E, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 175.00 FEET TO A POINT HEREBY **DESIGNATED POINT "F"**, TO BE USED HEREINAFTER; THENCE S-00°04'47"-E, 110.00 FEET; THENCE S-89°55'13"-W, 155.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°04'47"-W, 70.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 19,642 SQUARE FEET, 0.451 ACRE, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 14 (INCLUSIVE), BLOCK 4 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "C"**, AND RUN THENCE ALONG A RADIAL LINE, N-00°04'47"-W, 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-00°04'47"-W, 250.32 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR

AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 160.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE S-00°04'47"-E, 250.32 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 67,475 SQUARE FEET, 1.549 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 8 (INCLUSIVE), BLOCK 2 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY DESIGNATED POINT "D", AND RUN THENCE ALONG A NON-RADIAL LINE, N-00°05'59"-W, 40.00 FEET TO THE POINT OF BEGINNING; THENCE S-89°55'13"-W, 67.62 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°04'47"-W, 250.32 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 37°41'33", A CHORD BEARING OF N-18°55'34"-W, A CHORD DISTANCE OF 48.45 FEET, FOR AN ARC LENGTH OF 49.34 FEET; THENCE ALONG A RADIAL LINE, N-52°13'40"-E, 15.00 FEET; THENCE N-89°55'13"-E, 126.36 FEET; THENCE S-00°05'16"-E, 300.34 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'29", A CHORD BEARING OF S-44°54'58"-W, A CHORD DISTANCE OF 42.43 FEET, FOR AN ARC LENGTH OF 47.13 FEET TO THE POINT OF BEGINNING.

CONTAINING: 40,491 SQUARE FEET, 0.930 ACRE, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 22 (INCLUSIVE), BLOCK 8 OR PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY DESIGNATED POINT "E", AND RUN THENCE ALONG A RADIAL LINE, N-89°55'13"-E, 40.00 FEET TO A POINT OF BEGINNING, SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF N-18°21'18"-E, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 210.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF S-18°30'53"-E, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE S-00°04'47"-E, 420.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE S-89°55'13"-W, 160.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°04'47"-W, 430.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 102,955 SQUARE FEET, 2.364 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 4 INCLUSIVE, BLOCK 1A OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY DESIGNATED POINT "F", AND RUN THENCE N-00°04'47"-W, 70.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A NON-RADIAL LINE, S-89°55'13"-W, 175.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF N-18°30'53"-W, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET TO A POINT HEREBY DESIGNATED POINT "G", TO BE USED HEREINAFTER; THENCE N-00°04'47"-W, 70.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 155.00 FEET; THENCE S-00°04'47"-E, 110.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 18,607 SQUARE FEET, 0.427 ACRE MORE OR LESS.

PROPOSED LOTS 1 THROUGH 43; (INCLUSIVE), BLOCK 5; PROPOSED LOTS 66 THROUGH 82 (INCLUSIVE), BLOCK 5; AND LOTS 92 THROUGH 98 (INCLUSIVE), BLOCK 5 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY DESIGNATED POINT "G", AND RUN THENCE ALONG A RADIAL LINE, S-89°55'13"-W, 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF S-18°21'18"-W, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE ALONG A NON-RADIAL LINE, S-89°55'13"-W, 210.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF N-18°30'53"-W, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET TO A POINT HEREBY DESIGNATED POINT "H", TO BE USED HEREINAFTER; THENCE N-00°04'47"-W, 420.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 106.07 FEET, FOR AN ARC LENGTH OF 117.81 FEET; THENCE S-89°55'13"-W, 232.23 FEET; THENCE N-00°04'47"-W, 110.00 FEET; THENCE S-89°55'13"-W, 0.92 FOOT; THENCE N-00°04'47"-W, 110.00 FEET; THENCE N-89°55'13"-E, 132.15 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 106.07 FEET, FOR AN ARC LENGTH OF 117.81 FEET TO A POINT HEREBY DESIGNATED POINT "I" TO BE USED HEREINAFTER; THENCE N-00°04'47"-W, 150.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 106.07 FEET, FOR AN ARC LENGTH OF 117.81 FEET; THENCE S-89°55'13"-W, 112.05 FEET; THENCE N-00°04'47"-W, 110.00 FEET; THENCE N-89°55'13"-E, 12.19 FEET; THENCE N-00°04'47"-W, 110.00 FEET; THENCE N-89°55'13"-E, 183.80 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE/Delta OF 16°04'04", A CHORD BEARING OF N-81°53'11"-E, A CHORD DISTANCE OF 61.49 FEET, FOR AN ARC LENGTH OF 61.70 FEET TO A POINT OF REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE/Delta OF 11°26'38", A CHORD BEARING OF N-79°34'28"-E, A CHORD DISTANCE OF 35.89 FEET, FOR AN ARC LENGTH OF 35.95 FEET; THENCE ALONG A NON-RADIAL LINE, S-00°04'47"-E, 125.04 FEET; THENCE S-89°55'13"-W, 151.40 FEET; THENCE S-72°25'01"-E, 70.11 FEET; THENCE S-47°12'35"-E, 82.73 FEET; THENCE S-22°00'08"-E, 98.60 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 6; THENCE ALONG SAID SOUTH BOUNDARY, S-00°21'48"-E, 161.27 FEET; THENCE DEPARTING SAID EAST

BOUNDARY, S-89°55'13"-W, 5.34 FEET; THENCE S-09°34'12"-W, 77.59 FEET; THENCE S-34°46'38"-W, 82.73 FEET; THENCE S-59°59'05"-W, 82.73 FEET; THENCE S-17°24'42"-E, 4.23 FEET; THENCE N-89°55'13"-E, 21.04 FEET; THENCE N-89°00'33"-E, 59.15 FEET; THENCE S-66°14'57"-E, 82.73 FEET; THENCE S-41°02'30"-E, 82.73 FEET; THENCE S-15°50'04"-E, 66.96 FEET; THENCE N-11°33'08"-E, 59.94 FEET; THENCE N-36°43'10"-E, 82.73 FEET; THENCE N-61°55'37"-E, 96.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACTS 9 AND 10; THENCE ALONG SAID NORTH BOUNDARY, RUN N-89°05'03"-E, 385.66 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S-00°05'16"-E, 89.85 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'29", A CHORD BEARING OF S-44°54'58"-W, A CHORD DISTANCE OF 42.43 FEET, FOR AN ARC LENGTH OF 47.13 FEET; THENCE S-89°55'13"-W, 317.48 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 106.07 FEET, FOR AN ARC LENGTH OF 117.81 FEET TO A POINT HEREBY **DESIGNATED POINT "J"**, TO BE USED HEREINAFTER; THENCE S-00°04'47"-E, 426.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 208,230 SQUARE FEET, 4.780 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 22 (INCLUSIVE), BLOCK 7 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "H"**, AND RUN THENCE ALONG A RADIAL LINE, S-89°55'13"-W, 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF S-18°21'18"-W, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE ALONG A NON-RADIAL LINE, RUN S-89°55'13"-W, 210.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF N-18°30'53"-W, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE N-00°04'47"-W, 430.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 160.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE S-00°04'47"-E, 420.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 102,955 SQUARE FEET, 2.364 ACRES MORE OR LESS.

PROPOSED LOTS 9 THROUGH 16 (INCLUSIVE), BLOCK 30 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "I"**, AND RUN THENCE ALONG A RADIAL LINE, S-89°55'13"-W, 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE S-89°55'13"-W, 135.00 FEET; THENCE N-00°04'47"-W, 220.00 FEET; THENCE N-89°55'13"-E, 135.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE S-00°04'47"-E, 150.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 36,874 SQUARE FEET, 0.847 ACRE, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 14 (INCLUSIVE), BLOCK 3 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "J"**, AND RUN THENCE ALONG A RADIAL LINE, N-89°55'13"-E, 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-89°55'13"-E, 160.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET TO A POINT HEREBY **DESIGNATED POINT "K"**, TO BE USED HEREINAFTER; THENCE S-00°04'47"-E, 266.61 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE S-89°55'13"-W, 160.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°07'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°04'47"-W, 266.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 71,060 SQUARE FEET, 1.631 ACRES MORE OR LESS.

PROPOSED LOTS 1 THROUGH 8 (INCLUSIVE), BLOCK 1 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "K"**, AND RUN THENCE ALONG A RADIAL LINE, N-89°55'13"-E, 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 67.49 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE/Delta OF 89°59'31", A CHORD BEARING OF S-45°05'02"-E, A CHORD DISTANCE OF 42.42 FEET, FOR AN ARC LENGTH OF 47.12 FEET; THENCE S-00°05'16"-E, 300.00 FEET; THENCE ALONG A NON-RADIAL LINE, S-89°55'13"-W, 133.06 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 30°47'20", A CHORD BEARING OF N-15°18'52"-E, A CHORD DISTANCE OF 39.82 FEET, FOR AN ARC LENGTH OF 40.30 FEET; THENCE N-00°04'47"-W, 266.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 40,226 SQUARE FEET, 0.923 ACRE MORE OR LESS.

AND

LENNAR LOTS:

THOSE PARTS OF TRACTS 12, 29, 30, 31, AND 32 IN THE SOUTHWEST ¼, AND THOSE PARTS OF TRACTS 22, 27 AND 28 IN THE NORTHWEST ¼, LYING IN SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, ALSO TRACTS 3 AND 4 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, ALL BEING WITHIN THE PLAT OF THE "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3,

PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

PROPOSED LOTS 1 THROUGH 9, BLOCK 17 OF PROPOSED "WYNNSTONE" SUBDIVISION

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN SAID PLAT "MAP OF FLORIDA DEVELOPMENT CO. TRACT", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE/Delta OF 15°12'16", A CHORD BEARING OF S-81°27'17"-W, A CHORD DISTANCE OF 58.21 FEET, FOR AN ARC LENGTH OF 58.38 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE/Delta OF 14°24'37", A CHORD BEARING OF S-81°03'27"-W, A CHORD DISTANCE OF 45.15 FEET, FOR AN ARC LENGTH OF 45.27 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 91°38'13", A CHORD BEARING OF N-45°53'54"-W, A CHORD DISTANCE OF 35.86 FEET, FOR AN ARC LENGTH OF 39.98 FEET TO A POINT HEREBY **DESIGNATED POINT "A"**, TO BE USED HEREINAFTER; THENCE N-00°04'47"-W, 372.43 FEET TO A POINT HEREBY **DESIGNATED POINT "B"**, TO BE USED HEREINAFTER; THENCE N-89°55'13"-E, 126.03 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 27; THENCE ALONG SAID EAST BOUNDARY, S-00°21'45"-E, 381.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 49,505 SQUARE FEET, 1.136 ACRES, MORE OR LESS.

PROPOSED LOTS 16 THROUGH 20 (INCLUSIVE), BLOCK 18 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "B"**, AND RUN THENCE N-00°04'47"-W, 65.79 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE N-00°04'47"-W, 200.00 FEET; THENCE N-89°55'13"-E, 124.72 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19; THENCE ALONG SAID EAST BOUNDARY, S-00°21'45"-E, 200.16 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S-89°55'13"-W, 125.70 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 25,052 SQUARE FEET, 0.575 ACRE, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 14 (INCLUSIVE), BLOCK 31 AND PROPOSED LOTS 41 THROUGH 54 (INCLUSIVE), BLOCK 31 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "A"**, AND RUN THENCE ALONG A NON-RADIAL LINE, S-89°49'37"-W, 40.01 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO BEING A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 192.44 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 113°44'52", A CHORD BEARING OF N-33°12'22"-W, A CHORD DISTANCE OF 41.87 FEET, FOR AN ARC LENGTH OF 49.63 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE/Delta OF 23°44'52", A CHORD BEARING OF N-11°47'38"-E, A CHORD DISTANCE OF 98.76 FEET, FOR AN ARC LENGTH OF 99.47 FEET TO A POINT HEREBY **DESIGNATED POINT "C"**, TO BE USED

HEREINAFTER; THENCE N-00°04'47"-W, 468.28 FEET; THENCE N-89°55'13"-E, 220.00 FEET; THENCE S-00°04'47"-E, 575.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 133,155 SQUARE FEET, 3.057 ACRES, MORE OR LESS.

PROPOSED LOTS 29 THROUGH 40 (INCLUSIVE) BLOCK 13 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY DESIGNATED POINT "C", AND RUN THENCE ALONG A RADIAL LINE, S-89°55'13"-W, 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT OF CURVE CONCAVE WESTERLY; RUN THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE/Delta OF 14°16'14", A CHORD BEARING OF S-07°03'19"-W, A CHORD DISTANCE OF 49.68 FEET, FOR AN ARC LENGTH OF 49.81 FEET; THENCE ALONG A RADIAL LINE, N-75°48'34"-W, 109.05 FEET; THENCE N-02°45'26"-E, 37.53 FEET; THENCE N-00°04'47"-W, 460.00 FEET; THENCE N-89°55'13"-E, 110.00 FEET; THENCE S-00°04'47"-E, 475.06 FEET TO THE POINT OF BEGINNING.

CONTAINING: 56,243 SQUARE FEET, 1.291 ACRE, MORE OR LESS.

PROPOSED LOTS 13, 14, AND 15, BLOCK 9 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT A 1 1/4" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF SAID SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 19, N-00°04'06"-W, 1491.66 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'13"-E, 1744.00 FEET TO THE POINT OF BEGINNING; THENCE N-00°04'17"-W, 110.00 FEET; THENCE N-89°55'13"-W, 125.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-00°04'47"-E, 65.00 FEET; THENCE S-89°55'13"-W, 110.00 FEET; THENCE S-00°04'47"-E, 20.00 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14,166 SQUARE FEET, 0.325 ACRE, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 5 (INCLUSIVE), BLOCK 19 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT THE PREVIOUSLY REFERENCED SOUTHWEST CORNER OF SAID SECTION 19, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 19, N-00°04'06"-W, 222.60 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'13"-E, 15.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LIES ON THE WEST BOUNDARY OF SAID TRACT 32 IN THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE RUN ALONG SAID WEST BOUNDARY, N-00°04'06"-W, 250.00 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'13"-E, 120.91 FEET; THENCE S-00°04'47"-E, 189.55 FEET TO A POINT HEREBY DESIGNATED POINT "D", TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 39°49'23", A CHORD BEARING OF S-19°59'29"-E, A CHORD DISTANCE OF 51.09 FEET, FOR AN ARC LENGTH OF 52.13 FEET TO A POINT HEREBY DESIGNATED POINT "E", TO BE USED HEREINAFTER; THENCE ALONG A RADIAL LINE, S-50°05'49"-W, 19.40 FEET; THENCE S-89°55'13"-W, 123.46 FEET TO THE POINT OF BEGINNING.

CONTAINING: 30,621 SQUARE FEET, 0.703 ACRE, MORE OR LESS.

PROPOSED LOTS 5 THROUGH 25 (INCLUSIVE), BLOCK 23 OF PROPOSED "WYNNSTONE" SUBDIVISION

BEGIN AT PREVIOUSLY **DESIGNATED POINT "E"**, SAID POINT IS ALSO A POINT ON A CURVE CONCAVE NORTHEASTERLY, AND RUN THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 50°10'37", A CHORD BEARING OF S-64°59'29"-E, A CHORD DISTANCE OF 63.60 FEET, FOR AN ARC LENGTH OF 65.68 FEET; THENCE N-89°55'13"-E, 725.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-00°04'47"-E, 88.88 FEET TO A POINT HEREBY **DESIGNATED POINT "F"**, TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE/Delta OF 21°30'46", A CHORD BEARING OF S-10°40'35"-W, A CHORD DISTANCE OF 55.99 FEET, FOR AN ARC LENGTH OF 56.32 FEET TO A POINT OF REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE/Delta OF 15°11'53", A CHORD BEARING OF S-07°31'09"-W, A CHORD DISTANCE OF 105.79 FEET, FOR AN ARC LENGTH OF 106.10 FEET; THENCE S-00°04'47"-E, 44.43 FEET; THENCE S-89°55'13"-W, 110.00 FEET; THENCE N-00°04'47"-W, 150.00 FEET; THENCE N-89°55'13"-E, 15.00 FEET; THENCE N-00°04'47"-W, 50.00 FEET; THENCE N-89°55'13"-E, 16.90 FEET; THENCE N-00°04'47"-W, 50.00 FEET; THENCE S-89°55'13"-W, 706.08 FEET; THENCE N-00°04'47"-W, 124.55 FEET; THENCE ALONG A RADIAL LINE, N-50°05'49"-E, 19.40 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 119,689 SQUARE FEET, 2.748 ACRES, MORE OR LESS.

PROPOSED LOTS 14 THROUGH 28, BLOCK 12 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "F"**, AND RUN THENCE ALONG A RADIAL LINE, N-89°55'13"-E, 40.00 FEET TO THE **POINT OF BEGINNING**; THENCE N-00°04'47"-W, 475.84 FEET; THENCE N-89°55'13"-E, 110.00 FEET; THENCE S-00°04'47"-E, 418.04 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 288.20 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 11°32'13", A CHORD BEARING OF S-05°41'19"-W, A CHORD DISTANCE OF 15.08 FEET, FOR AN ARC LENGTH OF 15.10 FEET; THENCE S-00°04'47"-E, 70.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET TO A POINT HEREBY **DESIGNATED POINT "G"**, TO BE USED HEREINAFTER; THENCE S-89°55'13"-W, 348.41 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 97°16'01", A CHORD BEARING OF N-41°26'47"-W, A CHORD DISTANCE OF 37.52 FEET, FOR AN ARC LENGTH OF 42.44 FEET TO A POINT OF REVERSE CURVE CONCAVE WESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE/Delta OF 07°16'01", A CHORD BEARING OF N-03°33'13"-E, A CHORD DISTANCE OF 24.08 FEET, FOR AN ARC LENGTH OF 24.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 89,419 SQUARE FEET, 2.053 ACRES, MORE OR LESS.

PROPOSED LOTS 16 THROUGH 30 (INCLUSIVE), BLOCK 22 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "D"**, AND RUN THENCE ALONG A RADIAL LINE, N-89°55'13"-E, 40.00 FEET TO THE **POINT OF BEGINNING**; THENCE N-00°04'47"-W, 75.00 FEET; THENCE N-89°55'13"-E, 785.00 FEET; THENCE S-00°04'47"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY;

THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 725.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 85,953 SQUARE FEET, 1.973 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 8 (INCLUSIVE), BLOCK 26 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "G"**, AND RUN THENCE ALONG A RADIAL LINE, S-00°04'47"-E, 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-00°04'47"-E, 85.00 FEET; THENCE S-89°55'13"-W, 435.00 FEET; THENCE N-00°04'47"-W, 0.51 FOOT TO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE/Delta OF 14°36'32", A CHORD BEARING OF N-07°13'29"-E, A CHORD DISTANCE OF 91.54 FEET, FOR AN ARC LENGTH OF 91.79 FEET TO A POINT OF COMPOUND CURVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 75°23'28", A CHORD BEARING OF N-52°13'29"-E, A CHORD DISTANCE OF 30.57 FEET, FOR AN ARC LENGTH OF 32.90 FEET; THENCE N-89°55'13"-E, 374.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 47,030 SQUARE FEET, 1.080 ACRES, PLUS OR MINUS.

AND

MERITAGE LOTS:

THOSE PARTS OF TRACT 28 IN THE NORTHWEST ¼ OF SECTION 19, **AND** TRACTS 5, 6, 11, 12, 28 AND 29, IN THE SOUTHWEST ¼, OF SECTION 19, AND TRACTS 3 AND 4 IN THE NORTHWEST ¼ OF SECTION 30, ALL LYING WITHIN TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE "MAP OF FLORIDA DEVELOPMENT CO. TRACT" AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), **AND** THAT PART OF TRACT 4 IN THE SOUTHWEST ¼ OF SAID SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

PROPOSED LOTS 1 THROUGH 19 (INCLUSIVE), BLOCK 29 OF PROPOSED "WYNNSTONE" SUBDIVISION

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, AND RUN THENCE ALONG THE SOUTH BOUNDARY THEREOF, S-89°06'13"-W, 121.99 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N-00°04'47"-W, 98.22 FEET TO A POINT HEREBY **DESIGNATED POINT "A"**, TO BE USED HEREINAFTER; THENCE CONTINUE N-00°04'47"-W, 680.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-89°55'13"-E, 223.87 FEET TO A POINT HEREBY **DESIGNATED POINT "B"**, TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE

SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/DELTA OF 15°30'29", A CHORD BEARING OF S-82°19'33"-E, A CHORD DISTANCE OF 9.44 FEET, FOR AN ARC LENGTH OF 9.47 FEET; THENCE ALONG A NON-RADIAL LINE, S-00°04'47"-E, 133.21 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 28; THENCE ALONG SAID SOUTH BOUNDARY, S-89°09'53"-W, 146.75 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE DEPARTING SAID SOUTH BOUNDARY AND RUN ALONG THE EAST BOUNDARY OF SAID TRACT 4 AND ITS NORTHERLY EXTENSION, S-00°07'14"-E, 675.05 FEET TO THE POINT OF BEGINNING.

CONTAINING: 118,467 SQUARE FEET, 2.720 ACRES, MORE OR LESS.

PROPOSED LOT 1 THROUGH 11 (INCLUSIVE), BLOCK 25 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "B"**, AND RUN THENCE ALONG A RADIAL LINE, N-00°04'47"-W, 40.00 FEET TO THE **POINT OF BEGINNING**; THENCE S-89°55'13"-W, 223.87 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 65°20'28", A CHORD BEARING OF S-57°14'59"-W, A CHORD DISTANCE OF 80.97 FEET, FOR AN ARC LENGTH OF 85.53 FEET; THENCE ALONG A RADIAL LINE, N-65°25'15"-W, 51.17 FEET, THENCE N-00°04'47"-W, 132.36 FEET; THENCE N-89°55'13"-E, 386.77 FEET; THENCE S-60°51'06"-E, 100.02 FEET; THENCE S-29°05'43"-E, 120.00 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 28; THENCE ALONG SAID EAST BOUNDARY S-00°21'05"-E, 109.17 FEET; THENCE DEPARTING SAID EAST BOUNDARY, AND ALONG A NON-RADIAL LINE, S-89°55'13"-W, 114.25 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF N-18°30'53"-W, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE N-00°04'47"-W, 62.95 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 106.07 FEET, FOR AN ARC LENGTH OF 117.81 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 72,266 SQUARE FEET, 1.659 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 5 (INCLUSIVE), BLOCK 28 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "A"**, AND RUN THENCE ALONG A RADIAL LINE, S-89°55'13"-W, 40.00 FEET TO THE **POINT OF BEGINNING**; THENCE S-00°04'47"-E, 98.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30; THENCE ALONG SAID SOUTH BOUNDARY OF SAID TRACT 4, AND CONTINUING ALONG THE SOUTH BOUNDARY OF SAID TRACT 3 IN THE NORTHWEST ¼ OF SAID SECTION 30, S-89°06'13"-W, 265.02 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N-00°04'47"-W, 127.56 FEET; THENCE N-89°55'13"-E, 239.99 FEET TO A POINT HEREBY **DESIGNATED POINT "C"**, TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 33,169 SQUARE FEET, 0.761 ACRE MORE OR LESS.

PROPOSED LOTS 1 THROUGH 16 (INCLUSIVE), BLOCK 27 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "C"** AND RUN THENCE ALONG A RADIAL LINE, N-00°04'47"-W, 40.00 FEET TO THE **POINT OF BEGINNING**; THENCE S-89°55'13"-W, 375.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-00°04'47"-W, 160.00 FEET TO A POINT HEREBY **DESIGNATED POINT "D"**, TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 385.00 FEET TO A POINT HEREBY **DESIGNATED POINT "E"**, TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-00°04'47"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 95,035 SQUARE FEET, 2.182 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 4 (INCLUSIVE), BLOCK 23 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "D"**, AND RUN THENCE S-89°55'13"-W, 40.00 FEET TO THE **POINT OF BEGINNING**; THENCE S-00°04'47"-E, 68.93 FEET; THENCE S-89°55'13"-W, 110.00 FEET; THENCE N-00°04'47"-W, 200.00 FEET; THENCE N-89°55'13"-E, 110 FEET; THENCE S-00°04'47"-E, 131.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 22,000 SQUARE FEET, 0.505 ACRE, MORE OR LESS.

PROPOSED LOTS 9 THROUGH 16 (INCLUSIVE), BLOCK 26 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "E"**, AND RUN THENCE ALONG A RADIAL LINE, N-00°04'47"-W, 40.00 FEET TO THE **POINT OF BEGINNING**; THENCE S-89°55'13"-W, 385.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°04'47"-W, 85.00 FEET; THENCE N-89°55'13"-E, 435.00 FEET; THENCE S-00°04'47"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 47,582 SQUARE FEET, 1.092 ACRES, MORE OR LESS.

PROPOSED LOTS 10, 11, AND 12, BLOCK 9 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT A 1 ¼" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF SAID SECTION 19, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, N-00°04'06"-W, 1391.66 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N-89°55'13"-E, 1784.02 FEET TO THE **POINT OF BEGINNING**; RUN THENCE N-00°04'47"-W, 120.00 FEET; THENCE N-

89°55'13"-E, 110.00 FEET; THENCE S-00°04'47"-E, 105.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF S-18°21'18"-W, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE ALONG A NON-RADIAL LINE, S-89°55'13"-W, 105.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 13,176 SQUARE FEET, 0.302 ACRE, MORE OR LESS.

PROPOSED LOTS 10 THROUGH 28 (INCLUSIVE), BLOCK 13 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT SAID 1 ¼" IRON PIPE WITH NO IDENTIFICATION, STANDING AT SAID SOUTHWEST CORNER OF SAID SECTION 19, AND RUN THENCE ALONG SAID WEST BOUNDARY OF SAID SOUTHWEST ¼ OF SAID SECTION 19, N-00°04'06"-W, 2096.14 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N-89°55'13"-E, 1265.76 FEET TO THE POINT OF BEGINNING; RUN THENCE N-13°29'21"-E, 57.74 FEET; THENCE N-24°07'47"-E, 57.74 FEET; THENCE N-33°17'52"-E, 49.53 FEET; THENCE N-32°08'40"-E, 605.00 FEET; THENCE N-26°43'16"-E, 36.82 FEET; THENCE ALONG A RADIAL LINE, S-75°48'34"-E, 109.05 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE/DELTA OF 17°57'14", A CHORD BEARING OF S-23°10'03"-W, A CHORD DISTANCE OF 62.41 FEET, FOR AN ARC LENGTH OF 62.67 FEET; THENCE S-32°08'40"-W, 648.50 FEET TO A POINT HEREBY DESIGNATED POINT "F", TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE/DELTA OF 23°58'32", A CHORD BEARING OF S-20°09'24"-W, A CHORD DISTANCE OF 83.08 FEET, FOR AN ARC LENGTH OF 83.69 FEET; THENCE ALONG A RADIAL LINE, N-81°49'52"-W, 111.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 88,171 SQUARE FEET, 2.024 ACRES, MORE OR LESS.

PROPOSED LOT 55 THROUGH 65 (INCLUSIVE), BLOCK 5, OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY DESIGNATED POINT "F", AND RUN THENCE ALONG A NON-RADIAL LINE, S-49°06'23"-E, 55.60 FEET TO THE POINT OF BEGINNING; RUN THENCE N-89°55'13"-E, 439.06 FEET TO A POINT HEREBY DESIGNATED POINT "G", TO BE USED HEREINAFTER; THENCE S-00°04'47"-E, 110.00 FEET; THENCE S-89°55'13"-W, 440.00 FEET; THENCE ALONG A NON-RADIAL LINE, N-00°04'47"-W, 109.98 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 02°09'54", A CHORD BEARING OF N-88°50'16"-E, A CHORD DISTANCE OF 0.94 FOOT, FOR AN ARC LENGTH OF 0.94 FOOT TO THE POINT OF BEGINNING.

CONTAINING: 48,400 SQUARE FEET, 1.111 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 8 (INCLUSIVE), BLOCK 30 AND PROPOSED LOTS 17 THROUGH 23 (INCLUSIVE), BLOCK 30 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY DESIGNATED POINT "G", AND RUN THENCE N-04°09'13"-W, 40.10 FEET TO THE POINT OF BEGINNING; THENCE RUN S-89°55'13"-W, 320.00 FEET; THENCE N-00°04'47"-W, 110.00 FEET; THENCE N-89°55'13"-E, 40.00 FEET; THENCE ALONG A NON-RADIAL LINE, N-00°04'47"-W, 109.71 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 08°43'42", A CHORD BEARING OF N-85°33'21"-E, A CHORD DISTANCE OF 3.80 FEET, FOR AN ARC LENGTH OF 3.81 FEET; THENCE N-89°55'13"-

E, 276.21 FEET TO A POINT HEREBY **DESIGNATED POINT "H"**, TO BE USED HEREINAFTER; THENCE S-00°04'47"-E, 220.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 66,000 SQUARE FEET, 1.515 ACRES MORE OR LESS.

PROPOSED LOTS 83 THROUGH 91 (INCLUSIVE), BLOCK 5 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "H"**, AND RUN THENCE N-29°45'47"-E, 46.12 FEET TO THE **POINT OF BEGINNING**; THENCE RUN S-89°55'13"-W, 200.00 FEET; THENCE N-00°04'47"-W, 110.00 FEET; THENCE N-89°55'13"-E, 52.19 FEET; THENCE ALONG A NON-RADIAL LINE, N-00°04'47"-W, 106.63 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 30°06'12", A CHORD BEARING OF N-74°52'07"-E, A CHORD DISTANCE OF 12.98 FEET, FOR AN ARC LENGTH OF 13.13 FEET; THENCE N-89°55'13"-E, 147.46 FEET; THENCE S-00°04'47"-E, 110.00 FEET; THENCE S-89°55'13"-W, 12.19 FEET; THENCE S-00°04'47"-E, 110.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 39,586 SQUARE FEET, 0.909 ACRE, MORE OR LESS.

AND

CASA FRESCA LOTS

THOSE PARTS OF TRACTS 5, 11, 12, 17, 18, 19, AND 20 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), AND THOSE PARTS OF TRACTS 4 AND 13 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

PROPOSED LOTS 1 THROUGH 19 (INCLUSIVE), BLOCK 16 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT A 1 ¼" IRON PIPE WITH NO IDENTIFICATION, STANDING AT THE SOUTHWEST CORNER OF SAID SECTION 19, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, N-00°04'06"-W, 1028.06 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N-89°55'54"-E, 15.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT LIES ON THE WEST BOUNDARY OF SAID TRACT 17; THENCE ALONG SAID WEST BOUNDARY, N-00°04'06"-E, 110.00; THENCE DEPARTING SAID WEST BOUNDARY, N-89°55'12"-E, 995.78 FEET; THENCE S-00°04'48"-E, 110.00 FEET TO A POINT HEREBY **DESIGNATED POINT "A"**, TO BE USED HEREINAFTER; THENCE S-89°55'12"-W, 995.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 109,537 SQUARE FEET, 2.515 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 7 (INCLUSIVE), BLOCK 12 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "A"**, AND RUN THENCE ALONG A NON-RADIAL LINE, S-20°38'09"-E, 42.72 FEET TO THE **POINT OF BEGINNING**; THENCE N-89°55'12"-E, 313.30 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 22°24'35", A CHORD BEARING OF N-78°42'55"-E, A CHORD

DISTANCE OF 29.15 FEET, FOR AN ARC LENGTH OF 29.33 FEET TO A POINT HEREBY **DESIGNATED POINT "B"**, TO BE USED HEREINAFTER; THENCE ALONG RADIAL LINE, S-22°29'23"-E, 21.28 FEET; THENCE S-00°04'48"-E, 105.99 FEET; THENCE S-89°55'12"-W, 265.00 FEET; THENCE N-00°04'48"-W, 1.96 FEET; THENCE S-89°55'12"-W, 110.00 FEET; THENCE N-00°04'48"-W, 93.04 FEET TO A POINT HEREBY **DESIGNATED POINT "C"** TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 44,669 SQUARE FEET, 1.026 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 30 (INCLUSIVE), BLOCK 20 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "C"**, AND RUN THENCE S-89°55'12"-W, 40.00 FEET TO THE **POINT OF BEGINNING**; THENCE S-00°04'48"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL/ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'12"-W, 735.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°04'48"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'12"-E, 735.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 172,164 SQUARE FEET, 3.952 ACRES, MORE OR LESS.

PROPOSED LOTS 62 THROUGH 68 (INCLUSIVE), BLOCK 6 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "B"**, SAID POINT IS A POINT ON A CURVE CONCAVE NORTHWESTERLY, AND RUN THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 14°57'27", A CHORD BEARING OF N-60°01'53"-E, A CHORD DISTANCE OF 19.52 FEET, FOR AN ARC LENGTH OF 19.58 FEET TO THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 52°37'57", A CHORD BEARING OF N-26°14'11"-E, A CHORD DISTANCE OF 66.50 FEET, FOR AN ARC LENGTH OF 68.90 FEET; THENCE N-00°04'48"-W, 243.60 FEET TO A POINT HEREBY **DESIGNATED POINT "D"**, TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF N-18°21'18"-E, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'12"-E, 105.00 FEET; THENCE S-00°04'48"-E, 350.00 FEET; THENCE S-89°55'12"-W, 115.20 FEET; THENCE ALONG A RADIAL LINE, N-37°26'50"-W, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 39,558 SQUARE FEET, 0.908 ACRE, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 9 (INCLUSIVE) AND LOTS 19 THROUGH 23 (INCLUSIVE), BLOCK 9 OF PROPOSED "WYNNSTONE SUBDIVISION"

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "D"**, AND RUN THENCE N-00°04'48"-W, 100.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE N-00°04'48"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET TO A POINT HEREBY **DESIGNATED POINT "E"** TO BE USED HEREINAFTER; THENCE N-89°55'12"-E, 185.00 FEET; THENCE S-00°04'48"-E, 110.00 FEET; THENCE N-89°55'12"-E, 160.00 FEET; THENCE S-00°04'48"-E, 110.00 FEET; THENCE S-89°55'12"-W, 345.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 63,532 SQUARE FEET, 1.458 ACRES MORE OR LESS.

PROPOSED LOTS 1 THROUGH 23 (INCLUSIVE), BLOCK 11 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "E"**, AND RUN THENCE N-00°04'48"-W, 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°04'48"-W, 85.00 FEET TO A POINT HEREBY **DESIGNATED POINT "F"**, TO BE USED HEREINAFTER; THENCE CONTINUE N-00°04'48"-W, 85.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET TO A POINT HEREBY **DESIGNATED POINT "G"** TO BE USED HEREINAFTER; THENCE N-89°55'12"-E, 430.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-00°04'48"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'10", A CHORD BEARING OF S-18°21'18"-W, A CHORD DISTANCE OF 15.81 FEET, FOR AN ARC LENGTH OF 16.09 FEET; THENCE ALONG A NON-RADIAL LINE, S-89°55'12"-W, 105.00 FEET; THENCE S-00°04'48"-E, 10.00 FEET; THENCE S-89°55'12"-W, 345.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 104,074 SQUARE FEET, 2.389 ACRES, MORE OR LESS.

PROPOSED LOTS 1 THROUGH 9 (INCLUSIVE), BLOCK 13 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY **DESIGNATED POINT "F"**, AND RUN THENCE, S-89°55'12"-W, 40.00 FEET TO THE **POINT OF BEGINNING**; THENCE S-00°04'48"-E, 29.18 FEET; THENCE S-89°55'12"-W, 110.00 FEET; THENCE N-00°04'48"-W, 280.00 FEET; THENCE N-01°19'10"-W, 40.01 FEET; THENCE N-02°50'55"-E, 53.74 FEET; THENCE ALONG A RADIAL LINE, S-81°49'52"-E, 111.34 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE/Delta OF 08°14'56", A CHORD BEARING OF S-04°02'40"-W, A CHORD DISTANCE OF 28.77

FEET, FOR AN ARC LENGTH OF 28.79 FEET; THENCE S-00°04'48"-E, 299.81 FEET TO THE POINT OF BEGINNING.

CONTAINING: 40,266 SQUARE FEET, 0.924 ACRE, MORE OR LESS.

PROPOSED LOTS 44 THROUGH 54 (INCLUSIVE), BLOCK 5 OF PROPOSED "WYNNSTONE" SUBDIVISION

COMMENCE AT PREVIOUSLY DESIGNATED POINT "G", AND RUN THENCE N-00°04'48"-W, 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-00°04'48"-W, 85.00 FEET; THENCE N-89°55'12"-E, 472.77 FEET; THENCE S-00°04'48"-E, 110.00 FEET; THENCE S-89°55'12"-W, 447.77 FEET TO THE POINT OF BEGINNING.



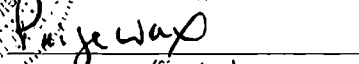
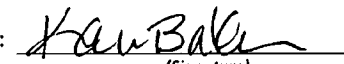
CONTAINING: 51,870 SQUARE FEET, 1.191 ACRES, MORE OR LESS.

EXHIBIT B

Bond Number Assigned by Surety:

1256771

1. PERFORMANCE BOND

Contractor Name: The Kearney Companies Address (principal place of business): 9625 West Kearney Way Riverview, Florida 33578 <u>Telephone Number: (813) 621-0855</u>	Surety Name: NGM Insurance Company Address (principal place of business): 4601 Touchton Rd. East, Ste.3400, Jacksonville, FL 32246 <u>Telephone Number: (904) 380-7282</u>
Owner Name: Westside Haines City Community Development District Mailing address (principal place of business): 219 E. Livingston Street Orlando, Florida 32801 <u>Telephone Number: (407) 841-5524</u>	Contract Description (name and location): Westside Haines City Community Development District, Wynnstone Phase 1 and Phase 2, Polk County, Florida Contract Price: <u>\$16,240,432.10</u> Effective Date of Contract: January 5, 2024
Bond Bond Amount: <u>\$16,240,432.10 (Contract Price)</u> Date of Bond: March 22, 2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal The Kearney Companies, LLC <i>(Full formal name of Contractor)</i>	Surety NGM Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: Ryan Grife <i>(Printed or typed)</i>	Name: Mark D. Pichowski <i>(Printed or typed)</i>
Title: CFO	Title: Attorney-in-Fact
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: Paige Way <i>(Printed or typed)</i>	Name: Karen Baker <i>(Printed or typed)</i>
Title: Estimating Manager	Title: Assistant



EJCDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bond Number Assigned by Surety:

256771

2. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
4. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 4.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 4.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 4.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
5. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
6. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 6.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 6.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 6.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 6.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

EICDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 2 of 4

Bond Number Assigned by Surety:

256771

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
7. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 8. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 8.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 8.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 8.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 9. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 10. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 12. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 13. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

EICDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 3 of 4

Bond Number Assigned by Surety:

| 256771

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Definitions

15.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

15.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

15.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

15.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

17. Modifications to this Bond are as follows: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.


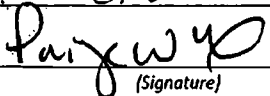

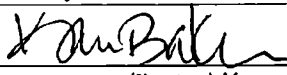
EJCDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 4 of 4

Bond No. 256771

PAYMENT BOND

Contractor Name: The Kearney Companies, LLC Address (principal place of business): 9625 Wes Kearney Way Riverview, Florida 33578 Telephone Number: (813) 621-0855	Surety Name: NGM Insurance Company Address (principal place of business): 4601 Touchton Rd. East, Ste. 3400, Jacksonville, FL 32246 Telephone Number: (904) 380-7282
Owner Westside Haines City Community Name: Development District Mailing address (principal place of business): 219 E. Livingston Street Orlando, Florida 32801 Telephone Number: (407) 841-5524	Contract Description (name and location): Westside Haines City Community Development District, Wynnstone Phase 1 and Phase 2, Polk County, Florida Contract Price: \$16,240,432.10 Effective Date of Contract: January 5, 2024
Bond Bond Amount: \$16,240,432.10 (Contract Price) Date of Bond: March 22, 2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal The Kearney Companies, LLC <i>(Full formal name of Contractor)</i> By:  <i>(Signature)</i> Name: Ryan Grice <i>(Printed or typed)</i> Title: CFO Attest:  <i>(Signature)</i>	Surety NGM Insurance Company <i>(Full formal name of Surety) (Corporate Seal)</i> By:  <i>(Signature) (Attach Power of Attorney)</i> Name: Mark D. Pichowski <i>(Printed or typed)</i> Title: Attorney-in-Fact Attest:  <i>(Signature)</i> Karen Baker
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

18. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
19. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
20. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
21. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
22. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 22.1. Claimants who do not have a direct contract with the Contractor
 - 122..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 122..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 22.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
23. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
24. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 24.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 24.2. Pay or arrange for payment of any undisputed amounts.
 - 24.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

25. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
26. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
27. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
28. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
29. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
30. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
31. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
32. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
33. Definitions
 - 33.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 133..1. The name of the Claimant;
 - 133..2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 133..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 133..4. A brief description of the labor, materials, or equipment furnished;

- 133.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 133.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 133.7. The total amount of previous payments received by the Claimant; and
- 133.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 33.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 33.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 33.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 33.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
34. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
35. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Mark Pichowski, Todd George -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Million Dollars (\$20,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Signature of Lauren K. Powell
Lauren K. Powell
Assistant Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

Signature of Andrew Rose



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 22nd day of March, 2024.

Signature of Andrew Rose
Andrew Rose, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

SECTION C

Prepared By and Return To

Lauren Gentry, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT
(WYNNSTONE PHASE 1 AND 2)**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this 23rd day of January, 2024, by and between **GLK REAL ESTATE, LLC**, a Florida limited liability company, an owner of certain lands within the District, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880 (**“Grantor”**) in favor of **WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801 (**“Grantee”** or the **“District”**) (Grantor and Grantee are sometimes together referred to herein as the **“Parties”**, and separately as the **“Party”**).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in the District, identified as Wynnstone Phase 1 and 2, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the **“Easement Area”**); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements, water, stormwater management facilities, sanitary sewer utilities, signage, neighborhood parks and recreational facilities, and other such improvements as authorized by law, (collectively, the **“Improvements”**); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

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

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the

Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the "Easement").

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District's Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Polk County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Alternatively, (iii) upon recordation of a plat, this Agreement shall partially and automatically terminate and be extinguished over the platted residential lots ("Lots"), and all rights in the Easement upon such Lots granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Lots in the Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i), (ii) and (iii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee's construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts,

each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.
"GRANTOR"

WITNESSES:

GLK REAL ESTATE, LLC, a Florida limited liability company

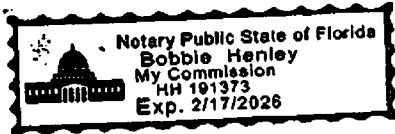
Jessica Petrucci
Print: Jessica Petrucci
Address: 346 E Central Ave
Winter Haven, FL 33880

By: *Lauren O. Schwenk*
Lauren O. Schwenk, its Manager

Bobbie Henley
Print: Bobbie Henley
Address: 346 E Central Ave
Winter Haven, FL 33880

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23rd day of January, 2024 by Lauren O. Schwenk, as Manager of GLK Real Estate, LLC, on behalf of the company.



Bobbie Henley
(Official Notary Signature & Seal)
Name: Bobbie Henley
Personally Known
OR Produced Identification _____
Type of Identification _____

Signed, sealed and delivered
in the presence of:

Kristin Cassidy
Print Name: Kristin Cassidy
Address: 346 E Central Ave
Winter Haven, FL 33880

Jessica Petrucci
Print Name: Jessica Petrucci
Address: 346 E Central Ave
Winter Haven, FL 33880

"GRANTEE"

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter
190, Florida Statutes

Warren K. Heath II

Chairperson, Board of Supervisors

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23rd day of January, 2024, by Warren K. "Rennie" Heath II, as Chairperson of the Board of Supervisors of the Westside Haines City Community Development District.



Lindsey E Roden

(Official Notary Signature & Seal)
Name: Lindsey E Roden
Personally Known
OR Produced Identification
Type of Identification _____

EXHIBIT A – WYNNSTONE – PHASE 1 AND PHASE 2

DESCRIPTION:

A portion of MAP OF FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof, recorded in Plat Book 3, Pages 60 through 63 and all of HOLLY HILL GROVE & FRUIT COMPANY, according to the map or plat thereof, recorded in Plat Book 17, Page 34 of the Public Records of Polk County, Florida, all lying in the West 1/2 of Section 19 and the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 19, run thence along the West boundary thereof, S.00°04'06"E., a distance of 512.27 feet to the Westerly extension of the Southerly boundary of SUNSET RIDGE PHASE 2, according to the plat thereof, recorded in Plat Book 126, Pages 36 through 41 for a **POINT OF BEGINNING**; thence along said Southerly boundary and Westerly extension thereof the following three (3) courses: 1) N.89°08'35"E., a distance of 1076.45 feet; 2) S.00°11'00"E., a distance of 150.01 feet; 3) N.89°08'35"E., a distance of 460.61 feet to the Northwest corner of NATURES RESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 162, Pages 47 through 49; thence along the West boundary of said NATURES RESERVE PHASE 1 and Southerly extension thereof, S.00°20'10"E., a distance of 676.06 feet to the Northwest corner of Tract 21 in the Northwest 1/4 of Section 19 of aforesaid MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along the North boundary of said Tract 21 and Tract 22 N.89°06'00"E., a distance of 662.14 feet to the Northeast corner of said Tract 22; thence along the East boundary thereof and the West boundary of NATURES RESERVE PHASE 2, according to the plat thereof, recorded in Plat Book 164, Pages 19 through 20 and the Southerly extension thereof, S.00°21'45"E., a distance of 1307.69 feet to Northeast corner of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 19; thence along the East boundary of Tract 6, and Northerly extension thereof, in the Southwest 1/4 of said Section 19 of aforesaid MAP OF FLORIDA DEVELOPMENT CO. TRACT, S.00°21'48"E., a distance of 663.25 feet to the Southeast corner of said Tract 6; thence along the North boundary of Tracts 9 and 10 in said Southwest 1/4, N.89°05'03"E., a distance of 643.83 feet to the Westerly Maintained Right of Way of FDC Grove Road, according to the Polk County Maintained Right of Way Map of FDC Grove Road, recorded in Map Book 18, Pages 43 through 61 of aforesaid Public Records; thence along said Westerly Maintained Right of Way the following three (3) courses: 1) S.00°27'36"E., a distance of 607.85 feet; 2) S.18°10'05"W., a distance of 18.77 feet; 3) S.10°22'17"E., a distance of 53.68 feet to the Northeast corner of Tract 24 in the Southwest 1/4 of Section 19 of aforesaid MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along the East boundary thereof, S.00°22'39"E., a distance of 197.61 feet to aforesaid Westerly Maintained Right of Way of FDC Grove Road; thence along said Westerly Maintained Right of Way the following two (2) courses: 1) S.01°12'23"W., a distance of 332.36 feet; 2) S.00°27'05"W., a distance of 118.81 feet to the South boundary of aforesaid Tract 24; thence along the South boundary of Tracts 24 through 22, S.89°08'17"W., a distance of 969.22 feet to the Northeast corner of Tract 28; thence S.00°21'05"E., a distance of 648.09 feet to the Southeast corner thereof; thence S.89°09'54"W., a distance of 331.81 feet to the Southwest corner thereof, being a point on the East boundary of the West 1/2 of aforesaid Southwest 1/4 of Section 19; thence along said East boundary, S.00°20'33"E., a distance of 15.00 feet to the Northeast corner of aforesaid North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 30; thence along the East boundary thereof, S.00°07'14"E., a distance of 660.05 feet to the Southeast corner of Tract 4 in the Northwest 1/4 of Section 30 of aforesaid MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along the South boundary of Tracts 4 through 1 and Westerly extension thereof, being the South boundary of aforesaid North 1/2, S.89°06'13"W., a distance of 1559.95 feet to the West boundary of the Northwest 1/4 of said Section 30; thence along said West boundary, N.00°04'07"W., a distance of 661.73 feet to the Southwest corner of aforesaid Section 19; thence along aforesaid West boundary thereof, N.00°04'06"W., a distance of 4785.67 feet to the **POINT OF BEGINNING**.

Containing 266.857 acres, more or less.

LESS AND EXCEPT existing road Rights of Way, including but not limited to road Rights of Way reserved on the MAP OF FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof, recorded in Plat Book 3, Pages 60 through 63 and the Rights of Way dedicated in the SUBDIVISION OF HOLLY HILL GROVE & FRUIT COMPANY, according to the map or plat thereof, recorded in Plat Book 17, Page 34 all of the Public Records of Polk County, Florida.

SECTION D

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT
DISTRICT AND GLK REAL ESTATE, LLC
(WYNNSTONE PHASE 1 AND 2)**

THIS AGREEMENT (“Agreement”) is made and entered into and effective as of 23rd day of January 2024, by and between:

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (“District”), and

GLK REAL ESTATE, LLC, a Florida limited liability company, an owner of certain lands within the District, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Developer”)

RECITALS

WHEREAS, the District was established by an ordinance, as amended from time to time, adopted by the Board of County Commissioners of Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District identified in the Engineer’s Report (as defined below, the undeveloped lands described therein being the “Development”) upon which the District’s improvements have been or will be made; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities for the area known as Wynnstone Phases 1 and 2 within the Development, which are described in the *Second Amended and Restated Engineer’s Report*, dated November 7, 2023, attached hereto as **Exhibit A** (the “Engineer’s Report”) including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the infrastructure improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. REPAYMENT. The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

7. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

8. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

9. **NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Westside Haines City Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer: GLK Real Estate, LLC
346 E. Central Avenue
Winter Haven, Florida 33880
Attn: Lauren O. Schwenk

With a copy to: Straughn & Turner PA
255 Magnolia Avenue, S.W.
Winter Haven, Florida 33880
Attn: Richard E. Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

10. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Signatures on next page]

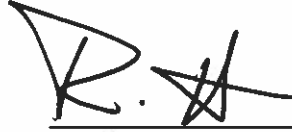
IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**



Secretary/Assistant Secretary



Vice/Chairperson, Board of Supervisors

WITNESS:

GLK REAL ESTATE, LLC



Print Name: Bobbie Henley



By: Lauren O. Schwenk
Its: Manager

Exhibit A: *Second Amended and Restated Engineer's Report, dated November 7, 2023*

EXHIBIT A

A decorative horizontal bar composed of three segments: a green segment on the left, an orange segment in the middle, and a blue segment on the right.

Westside Haines City Community Development District

Second Amended and Restated Engineer's Report

November 7, 2023

SUBMITTED BY:

Dewberry Engineers Inc.
800 North Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407-843-5120

TABLE OF CONTENTS

Introduction	2
Purpose and Scope	4
The Development	4
Capital Improvements	4
Stormwater Management Facilities	5
Public Roadways	5
Water and Wastewater Facilities	6
Off-Site Improvements	6
Amenities and Parks	6
Electric Utilities and Lighting	6
Entry Features.....	6
Miscellaneous.....	7
Permitting	7
Recommendation	8
Report Modification	8
Summary and Conclusion	8
Engineer’s Certification	8
List of Exhibits	
Aerial Location Map	Exhibit 1
Legal Description.....	Exhibit 2
District Boundary Map.....	Exhibit 3
Land Use Map.....	Exhibit 4
Zoning Map.....	Exhibit 5
Utility Location Map and Drainage Flow Pattern Map.....	Exhibit 6
Summary of Opinion of Probable Cost	Exhibit 7
Summary of District Facilities.....	Exhibit 8
Overall Site Plan	Exhibit 9

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

Westside Haines City Community Development District

INTRODUCTION

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from the Minute Maid Ramp Road, south crossing Holly Hill Grove Road 1, 2, and 3 to the southern boundary of Masee Road. The District also crosses Holly Hill Tank Road to the west of FDC Grove Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). In March 2021, the District contained approximately 613.43 acres and included 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. The District has amended the plan to remove 12.62 acres from the Brentwood townhomes conceptual site plan. The District currently contains approximately 595.10 acres and is expected to consist of 2,513 residential lots of various sizes for single-family and townhomes with recreation/amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 21-017, which was approved by the Polk County Commission and the City of Haines City and became effective on March 18, 2021. The boundaries of the District were amended by Ordinance No. 22-071, adopted by the Board of County Commissioners of Polk County, Florida, and effective on November 7, 2022, and by Ordinance No. 23-065, adopted by the Board of County Commissioners of Polk County, Florida, and effective on October 3, 2023. The District will own and operate the public roadways, utilities systems, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The Master Developer ("Developer") GLK Real Estate LLC is based in Winter Haven, Florida. The Development is approved as a Planned Development (PD) for Residential Units and is divided into three (3) villages: Brentwood, Cascades, and Wynnstone. A land use summary is presented in Table 1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the city, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's Report") reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that any modifications will not diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

TABLE 1	AREA (AC)
Master Stormwater System	49.14
Residential Land (Single-Family and Townhomes Lots)	228.29
Roadways Infrastructure & Public Facilities	95.29
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	220.91
TOTAL	595.10

PHASE	NO. UNITS
Cascades 1	597
Cascades 2	74
Cascades 3	344
Brentwood 1	226
Brentwood 2	124
Brentwood 3	122
Brentwood 4/5	290
Wynnstone 1 & 2	736
Amenity/Recreational Parcel	
Infrastructure Roadways	
Ponds/Lake/Stormwater Conservation/Open space	
TOTAL – Westside Haines City CDD	2,513

PHASE	LOT TYPE	UNITS
Cascades 1	40-ft Lots	404
	50-ft Lots	193
Cascades 2	40-ft Lots	30
	50-ft Lots	44
Cascades 3	40-ft Lots	219
	50-ft Lots	125
Brentwood 1	Townhomes	226
Brentwood 2	Townhomes	124
Brentwood 3	Townhomes	122
Brentwood 4/5	Townhomes	290
Wynnstone 1 & 2	40-ft Lots	478
	50-ft Lots	315
TOTAL LOTS IN THE DISTRICT		2,513

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes, but

is not limited, to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the County or the City for ownership and maintenance upon completion. The southeastern 46 lots in Cascades Phase 1 will have a private lift station maintained by the CDD and will connect to Haines City's water and sewer service.

PURPOSE AND SCOPE

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon, the information and documentation prepared or supplied by others to prepare this Engineer's Report.

THE DEVELOPMENT

The development will consist of a total of 2,702 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 595.10 acres from the northern boundary around Minute Main Ramp Road 1 and extending south to the southern boundary located around Mossee Road. The District is located within unincorporated Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and have up to eleven (11) phases.

CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in each village and each phase of said village. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three (3) lift stations and one (1) regional lift station, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. Installation of streetlights and power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of

Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

CAPITAL IMPROVEMENT PLAN COMPONENTS

The CIP for the District includes the following:

Stormwater Management Facilities

Stormwater Management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the city, the county, and SWFWMD. There are various conservation areas throughout the District and will be preserved in the existing condition and these will accept stormwater discharges from our ponds as shown on Exhibit 6.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105Co225G, effective date December 22, 2016, demonstrates that the property is located within Flood Zones X, A, and AE. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required by the city, county, and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement, and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

A potable drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Laterals will branch off from these sewer lines to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will interconnect three (3) lift stations and all discharge to a master lift station that will pump through a force main that will connect to the city water treatment facility located north of the development.

Polk County Public Utilities will provide the reclaimed water to be used for all irrigation within the CDD. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way or any areas needing irrigation. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed by villages and phases based on the estimated schedule for each village and phase. The schedule is shown on Exhibit 7. Upon completion of each phase within each village, the improvements will be through the required inspections as well as final certifications of completions will be obtained from SWFWMD, Polk County Health Department (water distribution system), FDEP (wastewater collection), and the city/county.

Amenities and Parks

The District will provide funding for an amenity center to include the following: parking areas, pavilion with public restroom facilities, pool, all-purpose playfields, and walking trails between the phases and villages to provide connectivity to the various amenity centers within the CDD. In addition, there will be public passive parks throughout the development, which will include benches and walking trails.

Electric Utilities and Lighting

The electric distribution system thru the District is currently planned to be underground, The District presently intends to fund and construct the electric conduit, fund and construct the cost for the under-grounding of the electrical system, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be owned and maintained by Duke after the dedication, with Duke providing underground electrical service to the Development. The CDD presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the CDD. These lights will be operated, and maintained by Duke after the completion, with the District funding maintenance costs.

Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with

District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

Permitting

Construction permits for all phases are required and include the SWFWMD ERP, Polk County Health Department, FDEP, and City construction plan approval.

Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District:

Brentwood Phase 1 and Cascades Phases 1 & 2			
Permits/Approvals	Approval/Expected Date		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes Phase 1
Zoning Approval	Haines City RPUD 4/1/21	Haines City RPUD – Received	Haines City RPUD – Received
Preliminary Plat	Haines City - 4/1/21	Haines City Preliminary Plat – Received	Haines City Preliminary Plat – Received
SWFWMD ERP	Issued 04/15/2021	Issued 9/3/21	Issued 6/9/2021
Construction Permits	Issued 5/18/2021	Issued 9/22/21	Received
Polk County Health Department Water	Issued 6/7/2021	Issued 9/28/2021	Issued 9/28/2021
FDEP Sanitary Sewer General Permit	Issued 5/25/2021	Issued 9/27/2021	Issued 9/29/2021
FDEP NOI	10/26/21	Received	Received

Brentwood Phases 2 & 3 and Cascade Phase 3

Permits/Approvals	Approval/Expected Date		
	Brentwood Phase 2	Brentwood Phase 3	Cascade Phase 3
Zoning Approval	Received	Received	Received
Preliminary Plat	Received	Received	Received
SWFWMD ERP	Issued 4/5/2022	Issued 4/5/2022	Issued 4/5/2022
Construction Permits	Issued 8/12/2022	Issued 8/12/2022	Issued 8/12/2022
Polk County Utilities Permits	Received	Received	Received
Polk County Health Department General Water Distribution Permit	Issued 7/21/2022	Issued 7/21/2022	Issued 7/21/2022
FDEP Sanitary Sewer General Permit	Received ±	Received	Received
FDEP NOI – NPDES	Received	Received	Received

RECOMMENDATION

As previously explained within this report, the public infrastructure, as described, is necessary for the development and functional operation as required by the City and County. The site planning, engineering design, and construction plans for the infrastructure are or will be in accordance with the applicable requirements of the City, the County, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the Opinion of Probable Costs for this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Polk County, and the City regulations.

REPORT MODIFICATION

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current government regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.

ENGINEER'S CERTIFICATION

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. This noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public

governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

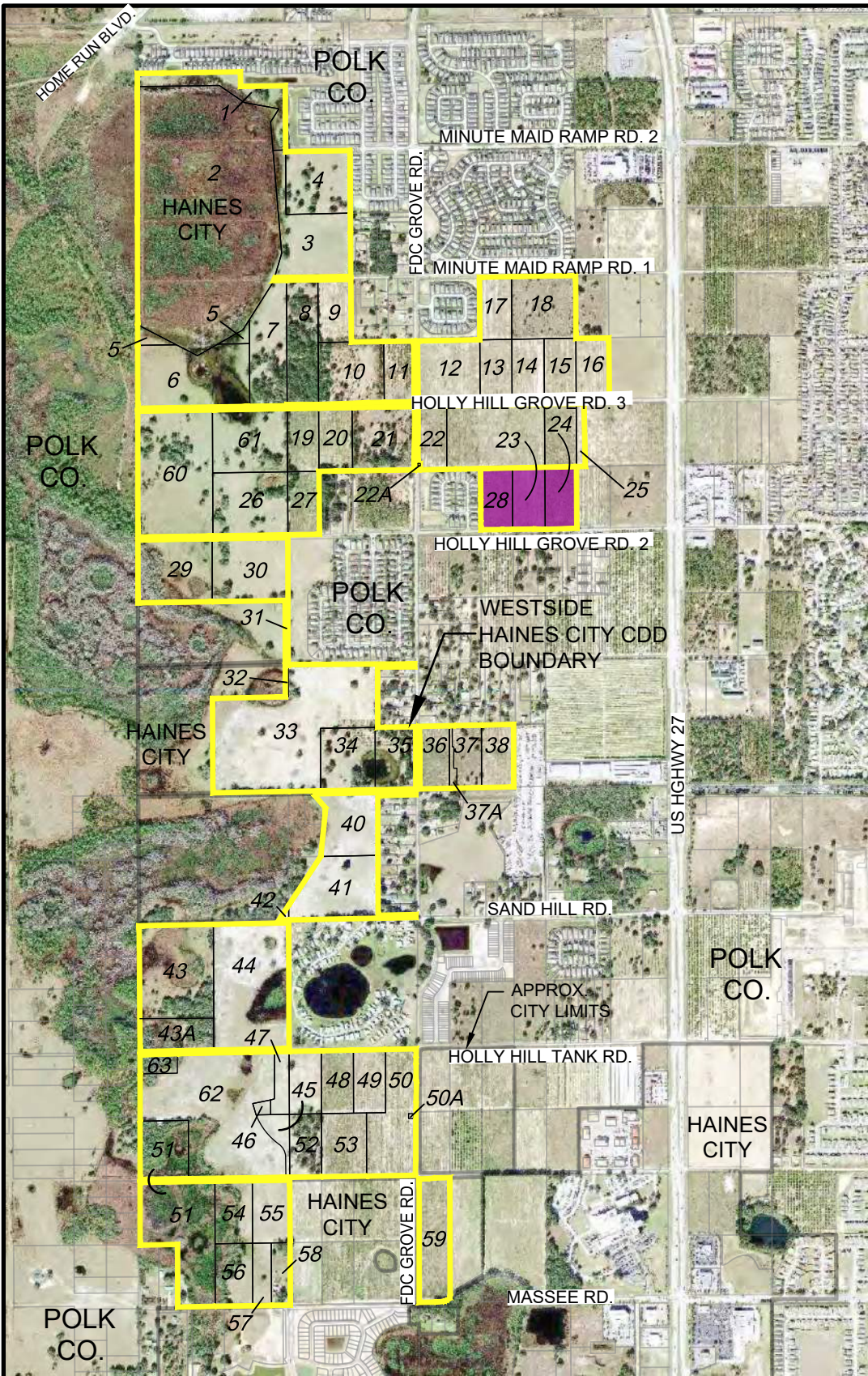
Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Westside Haines City Community Development District.



Reinardo Malavé, P.E.

Florida License No. 31588



ID	Parcel No.
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
11	272619705000040090
12	272619705000020150
13	272619705000020140
14	272619705000020130
15	272619705000020120
16	272619705000020110
17	272619705000020090
18	272619705000020040
19	272619705000040210
20	272619705000040220
21	272619705000040230
22	272619705000020171
22A	272619705000020172
23	272619705000020180
24	272619705000020210
25	272619705000020220
26	272619705000040290
27	272619705000040280
28	272619705000020300
29	272630708000030010
30	272630708000030030
31	272630708000030032
32	272630708000030202
33	272630708000030191
34	272630708000030261
35	272630708000030250
36	272630708000010320
37	272630708000010310
37A	272630708000010311
38	272630708000010300
40	272630707500040051
41	272630708000040097
42	272630708000040131
43	272630708000040170
43A	272630708000040311
44	272630708000040190
45	272631708500030011
46	272631708500030041
47	272631708500030042
48	272631708500030060
49	272631708500030070
50	272631708500030080
50A	272631708500030092
51	272631708500030151
52	272631708500030121
53	272631708500030101
54	272631708500030190
55	272631708500030200
56	272631708500030300
57	272631708500030292
58	272631708500030291
59	272631708500010170
60	272619705000040170
61	272619705000040190
62	272631708500030020
63	272631708500030010

LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- CDD CONTRACTION

EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD



EXHIBIT 2 - LEGAL DESCRIPTION
WESTSIDE HAINES CITY CDD
LEGAL DESCRIPTIONS

THORNHILL PARCELS

PARCEL 1

DESCRIPTION: A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E, A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E, A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E, A DISTANCE OF 634.97' TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF HOLLY HILL GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E, A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET OT THE SOUTHERLY RIGHT-OF-WAY OF AN UNNAMED ROAD, (ALSO KNOW AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.98 FEET TO THE POINT OF BEGINNEING.

CONTAINING 43.322 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 2

DESCRIPTION: A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HO9LLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W.; A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND

NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43; 2) S.88°48'08"W. A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E, A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.

CASCADES PARCELS

PARCEL A

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 31, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED S 89°18'58" W, ALONG THE SOUTH LINE OF THE NW ¼ OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4' X 4' (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 31; THENCE N 00°43'21"W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF TRACT 17, A DISTANCE OF 374.86 TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E., ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 1,708,918 SQUARE FEET, OR 39.23 ACRES, MORE OR LESS.

PARCEL B

A PORTION OF TRACTS 17 AND 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO THE A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'34" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF POLK

COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 4S THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE ALONG SAID NORTH RIGHT OF WAY LINE; S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 399,109 SQUARE FEET, OR 9.16 ACRES, MORE OR LESS.

PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19"W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING: THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW ¼ OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET: THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET: (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET: (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET: (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET: (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET: (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET: (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET: (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET: (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET: (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.58 ACRES, MORE OR LESS.

PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW ¼ OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW ¼ OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING: THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20: THENCE S 00°08'32" E,

ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET; TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.

PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'08" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

WYNNSTONE PARCELS

A PORTION OF LAND IN THE WEST 1/2 OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 126, PAGES 36 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUNSET RIDGE PHASE 2, THE FOLLOWING THREE (3) COURSES: 1) N 89°10'03" E A DISTANCE OF 1061.38 FEET: 2) S 00°10'59" E A DISTANCE OF 150.01 FEET; 3) N 89°06'55" E A DISTANCE OF 458.47 FEET TO THE NORTHWEST CORNER OF PART 1 OF NATURES PRESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 162, PAGES 47 THROUGH 49, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, S 00°20'04" E A DISTANCE OF 675.94 FEET; THENCE N 89°07'01" E A DISTANCE OF 662.09 FEET TO THE NORTHWEST CORNER OF PART 2, OF SAID NATURES PRESERVE PHASE 1, THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, S 00°21'36" E A DISTANCE OF 1292.86 FEET; THENCE S 89°03'33" W A DISTANCE OF 331.34 FEET: THENCE S 00°20'54" E A DISTANCE OF 1326.13 FEET; THENCE S 89°06'36" W A DISTANCE OF 331.55 FEET: THENCE S 00°20'19" E A DISTANCE OF 1325.84 FEET; THENCE S 00°12'46" E A DISTANCE OF 30.00 FEET: THENCE S 00°05'13" E A DISTANCE OF 645.14 FEET; THENCE S 89°05'30" W A DISTANCE OF 779.49 FEET: THENCE N 00°06'38" E A DISTANCE OF 676.07 FEET; THENCE S 89°09'38" W A DISTANCE OF 764.88 FEET: THENCE N 00°03'41" W A DISTANCE OF 2619.11 FEET; THENCE N 00°04'02" W A DISTANCE OF 30.01 FEET: THENCE N 00°04'22" W A DISTANCE OF 2122.10 FEET TO THE POINT OF BEGINNING.

PARCEL NUMBER: 272630-708000-010310 (PER BOOK 10252, PAGES 0829-0830):

TRACT 31 IN THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272630-708000-030010 (PER BOOK 10272, PAGES 1719-1721):

TRACTS 1 AND 2 IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, OF THE FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272630-708000-010320 (PER BOOK 10311, PAGES 1982-1983):

FLA DEVELOPMENT CO SUB PB PG 60 TO 63 TRACT 32 IN NE ¼ LESS ADDNL RD R/W PER MB 18 PG 43-61
PARCEL NUMBER: 272619-705000-040101 (PER BOOK 10216, PAGES 0927-0928): TRACTS 10 AND 11 IN THE SW ¼ SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-705000-040210 (PER BOOK 10387, PAGES 2162-2163):

TRACTS 23 AND 24 IN THE SW ¼ SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT RECORDED IN PLAT BOOK 3, PAGES 60-63,

INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SUBJECT TO ROADWAY ALLOWANCE AS SHOWN ON SAID PLAT.

LESS AND EXCEPT THE MAINTAINED RIGHT OF WAY OF HOLLY HILL GROVE ROAD 3, AS EVIDENCED BY COUNTY MAINTAINED MAP BOOK 17, PAGES 93-99, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-070500-040230 (PER BOOK 10216, PAGES 0902-0903):

TRACTS 23 AND 24 IN THE SW ¼ SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT. RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272630-708000-010300 (PER BOOK 10543, PAGES 1172-1175):

TRACT 30 IN THE NE ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-705000-040060 (PER BOOK 10536, PAGES 1555-1559):

TRACT 6 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING THE EAST ¼ OF THE NW ¼ OF THE NE ¼ OF THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST.

PARCEL NUMBER: 272619-705000-040090 (PER BOOK 10536, PAGES 1555-1559):

TRACT 9 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING THE SAME AS THE E ¼ OF THE SE ¼ OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST.

PARCEL NUMBER: 272619-705000-040220 (PER BOOK 10581, PAGES 1114-1117):

TRACT 22 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-705000-040280 (PER BOOK 10310, PAGES 0885-0887):

LOT 28 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING IN THE W ¼ OF THE SW ¼ OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 19.

LESS OUT

Parcel No. 39 (Tax ID 272630-707500-040053)

HOLLY HILL GROVE & FRUIT CO SUB PB 17 PG 35 PART OF TRACTS 5 & 6 IN SW1/4 DESC AS BEG SE COR TRACT 5 RUN N 330.69 FT W 165.75 FT N 315.69 FT TO S LINE PLATTED R/W E 86.84 FT S 41 DEG 18 MIN 00 SEC E 195.07 FT S 05 DEG 47 MIN 32 SEC W 501.06 FT TO POB SUBJECT TO CONSERVATION EASEMENT PER OR 3994-350.

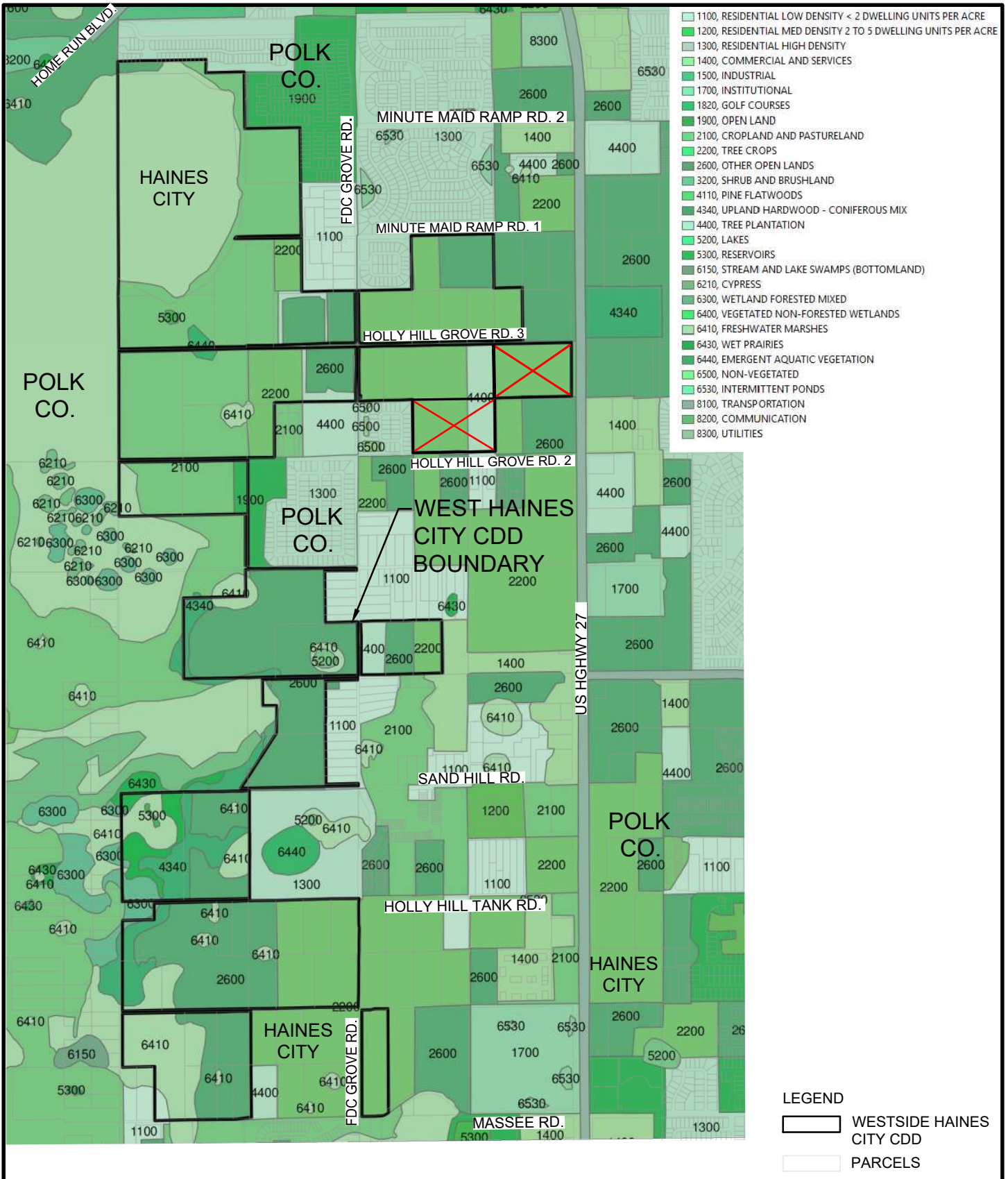
LESS OUT

DESCRIPTION: A PORTION OF TRACTS 28, 29, & 30, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL

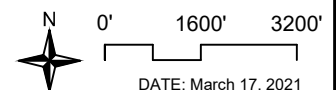
GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY, OF SAID COUNTY WALK ESTATES N.00°21'09"W., A DISTANCE OF 631.43 FEET; THENCE N.88°48'08"E., A DISTANCE OF 991.93 FEET TO THE POINT OF BEGINNING. CONTAINING 14.481 ACRES, MORE OR LESS.

ALTOGETHER CONTAINING 595.10± ACRES

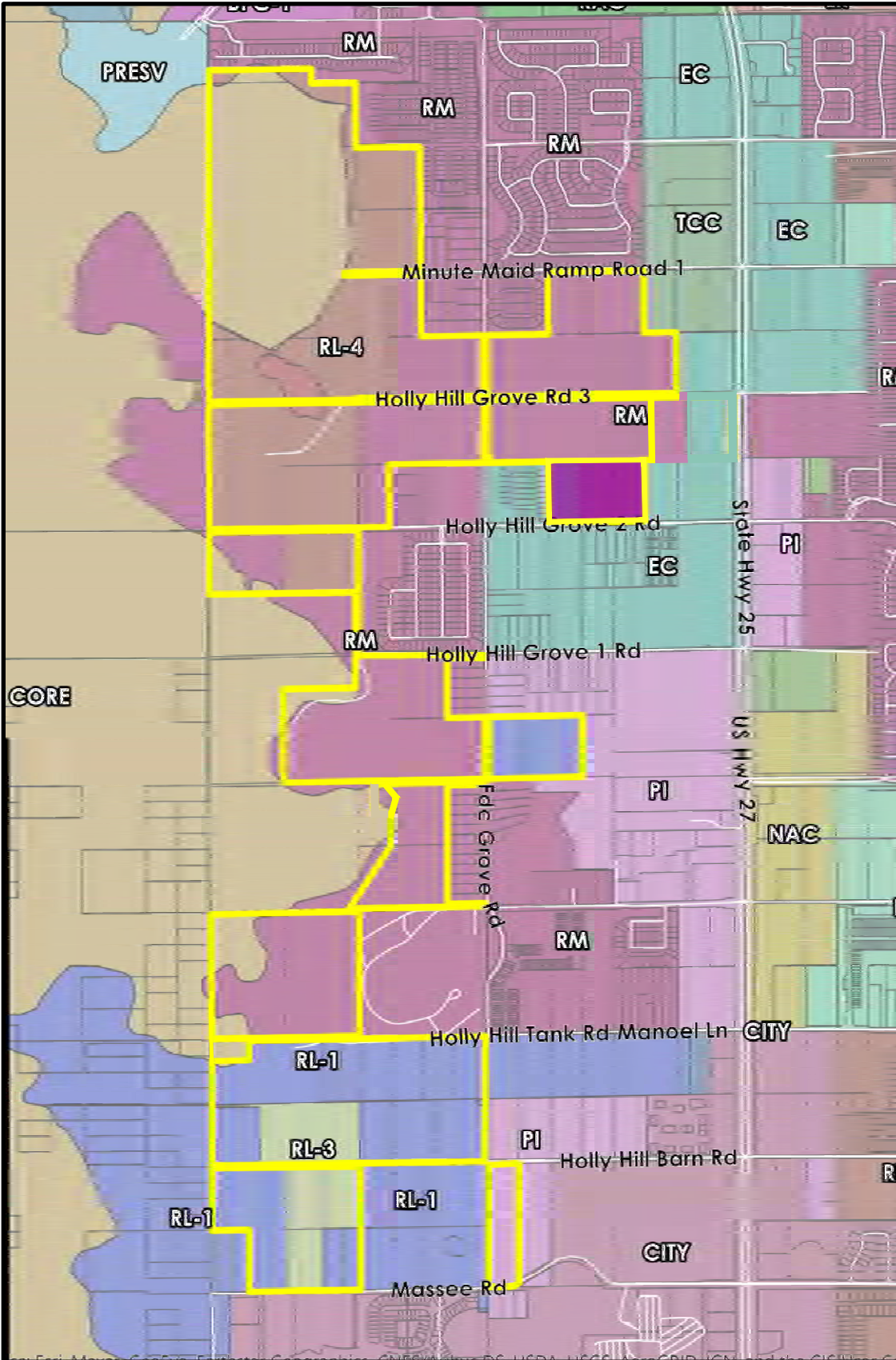


SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD



DATE: March 17, 2021



POLK COUNTY - FUTURE LAND USE

- BPC-1
- BPC-2
- CITY
- CORE
- EC
- INST-1
- LAKES
- LCC
- LR
- NAC
- PI
- PRESV
- RAC
- RH
- RL-1
- RL-3
- RL-4
- RM

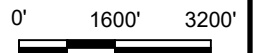
LEGEND

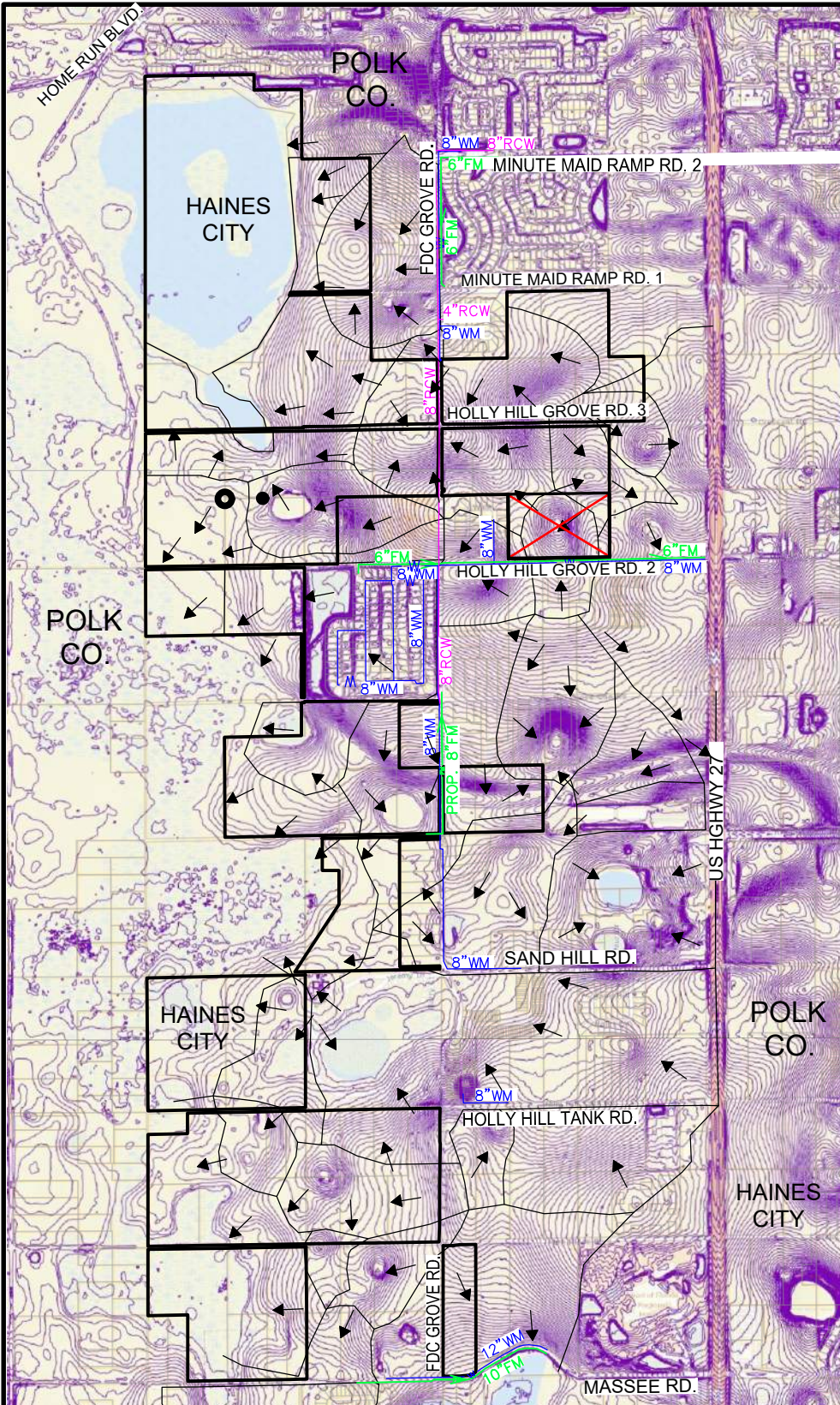
- WESTSIDE HAINES CITY CDD
- CDD CONTRACTION

SECTS 19, 30 & 31,
T26S, R27E








EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD

APPROX. CDD BOUNDARY
AREA 595.10± AC.





LEGEND

-  WESTSIDE HAINES CITY CDD
-  PARCELS
-  DRAINAGE AREA LIMITS
-  DRAINAGE PATTERN
-  W EXISTING WATER MAIN
-  FM EXISTING FORCE MAIN
-  RCW EXISTING RECLAIM MAIN

NOTE:
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 6 - UTILITY LOCATION AND DRAINAGE MAP WESTSIDE HAINES CITY CDD

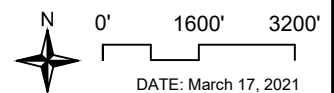


Exhibit 7 - Summary of Probable Cost

	Brentwood Townhomes				Cascades Single Family			Wynnstone Single Family		
	Phase 1 (226 Lots)	Phase 2 (124 Lots)	Phase 3 (122 Lots)	Phase 4/5 (290 Lots)	Phase 1 (597 Lots)	Phase 2 (74 Lots)	Phase 3 (344 Lots)	Phase 1 (503 Lots)	Phase 2 (233 Lots)	Total (2,513 Lots)
<u>Infrastructure</u>	<u>2021-2023</u>	<u>2023-2024</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2021-2024</u>	<u>2021-2024</u>	<u>2023-2025</u>	<u>2024-2025</u>	<u>2025-2026</u>	
Assessment Area	1	2	2	3	1	1	2	3	4	
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$970,000	\$200,000	\$0	\$250,000	\$4,000,000	\$500,000	\$800,000	\$2,500,000	\$1,562,500	\$10,782,500
Stormwater Management ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$1,284,390	\$1,103,340	\$1,461,713	\$4,482,699	\$2,835,625	\$450,000	\$3,837,500	\$1,300,000	\$2,578,125	\$19,333,391
Utilities (Water, Sewer, & Street Lighting) ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽⁹⁾⁽¹¹⁾	\$1,169,820	\$1,004,920	\$1,331,325	\$4,082,835	\$2,731,250	\$450,000	\$3,637,500	\$1,265,000	\$2,515,625	\$18,188,275
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$560,790	\$481,740	\$638,213	\$1,957,234	\$1,365,625	\$265,000	\$2,166,125	\$560,000	\$1,500,000	\$9,494,726
Entry Feature ⁽¹⁾⁽⁷⁾⁽⁸⁾⁽⁹⁾⁽¹¹⁾	\$100,000	\$0	\$200,000	\$125,000	\$750,000	\$0	\$250,000	\$250,000	\$156,250	\$1,831,250
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$1,000,000	\$0	\$0	\$1,250,000	\$1,750,000	\$0	\$750,000	\$1,000,000	\$312,500	\$6,062,500
Contingency ⁽¹¹⁾	\$565,000	\$310,000	\$381,250	\$1,020,000	\$1,492,500	\$185,000	\$1,600,000	\$750,000	\$250,000	\$6,553,750
TOTAL	\$5,650,000	\$3,100,000	\$4,012,500	\$13,167,768	\$14,925,000	\$1,850,000	\$13,041,125	\$7,625,000	\$8,875,000	\$72,246,393

Notes:

- Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
- Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
- Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
- Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
- Includes subdivision infrastructure and civil/site engineering.
- Stormwater does not include grading associated with building pads.
- Estimates are based on 2023 cost.
- Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- CDD will enter into a Lighting Agreement with Duke Energy for the streetlight poles and lighting service. Includes only the cost of undergrounding.
- Estimates based on 2,513 lots.
- The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

**Exhibit 8
Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Polk County****	District Bonds	Polk County****
Street Lighting/Conduit	District	Duke/District**	District Bonds	Duke/District***
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	Polk County	District Bonds	Polk County

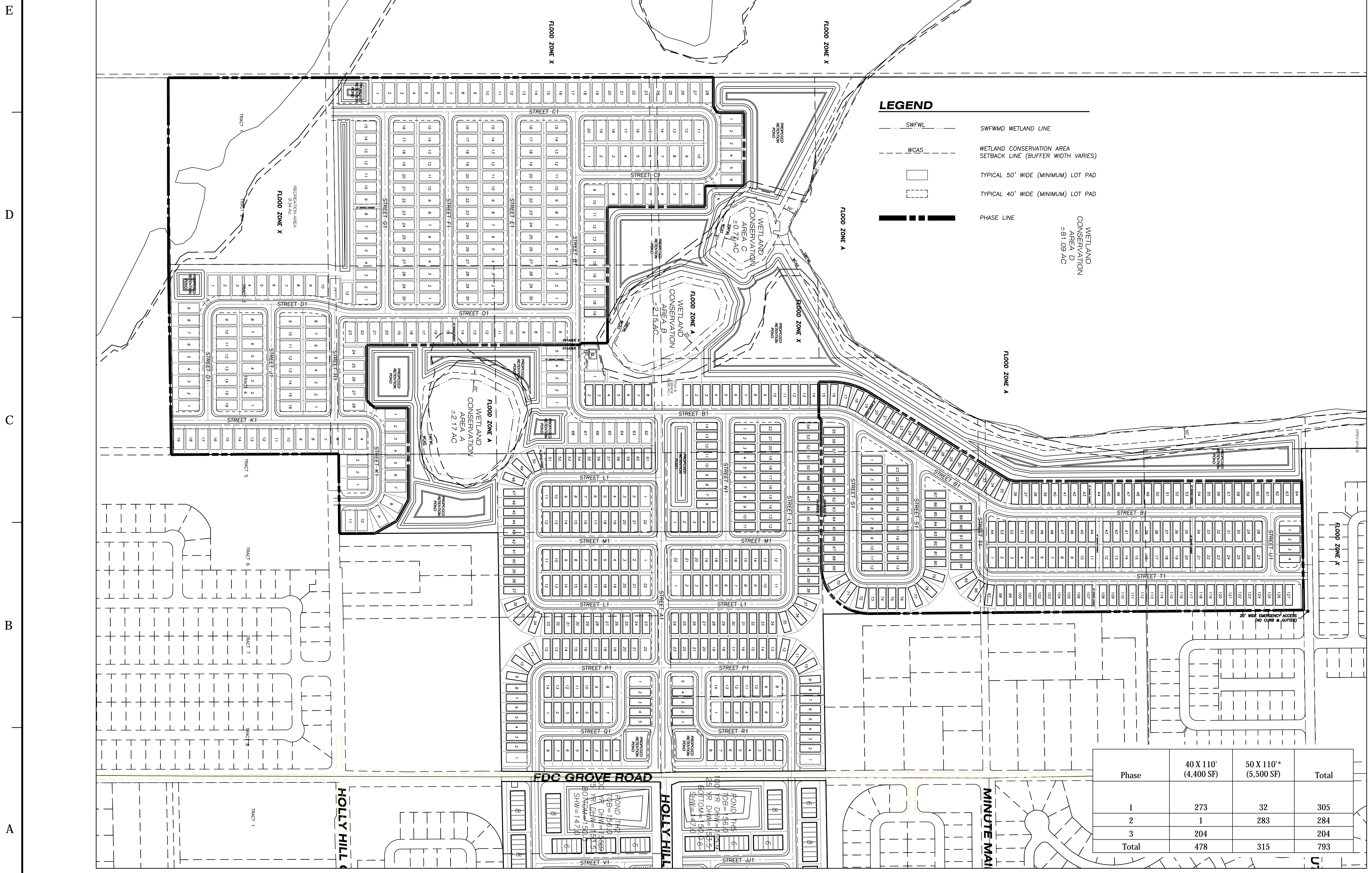
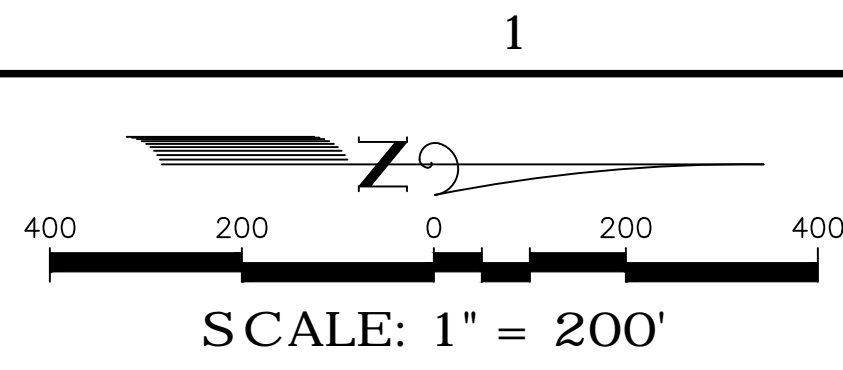
*Costs not funded by bonds will be funded by the developer

** District will fund incremental cost of undergrounding of electrical conduit

***District will fund street lighting maintenance services with funds other than tax-exempt bonds

**** Haines City will own and maintain the water and sewer infrastructure for the 46 lots in the Southeast corner of the District.

EXHIBIT 9



LEGEND

- SWFWL SWFWD WETLAND LINE
- WCAS WETLAND CONSERVATION AREA SETBACK LINE (BUFFER WIDTH VARIES)
- TYPICAL 50' WIDE (MINIMUM) LOT PAD
- TYPICAL 40' WIDE (MINIMUM) LOT PAD
- PHASE LINE

WETLAND CONSERVATION AREA D 581.09 AC

WETLAND CONSERVATION AREA C 40.77 AC

WETLAND CONSERVATION AREA B 21.8 AC

WETLAND CONSERVATION AREA A 217.7 AC

Phase	40 X 110' (4,400 SF)	50 X 110* (5,500 SF)	Total
1	273	32	305
2	1	283	284
3	204		204
Total	478	315	793

Dewberry®
 Dewberry Engineers Inc.
 800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32804
 PHONE: 407.843.5120
 ENGINEERING BUSINESS - 8794

WESTSIDE HAINES
 CITY CDD
 HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

TITLE

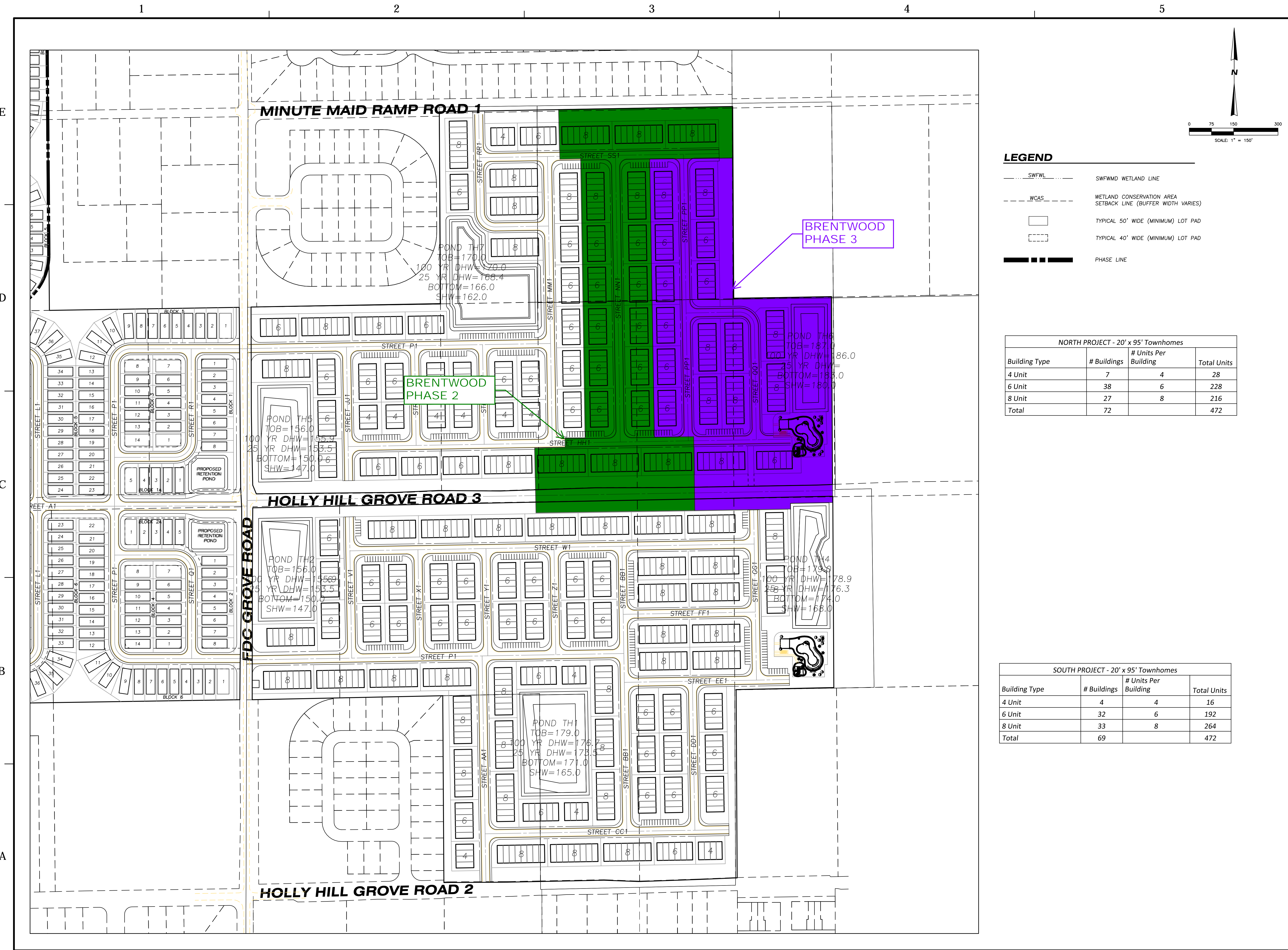
WYNNSTONE

PROJECT NO. 50137547

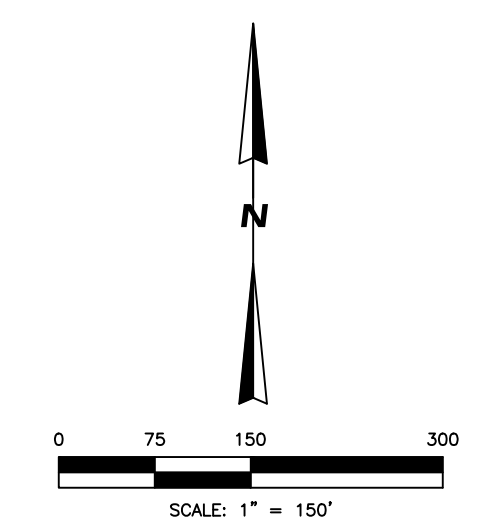
1 OF 4

SHEET NO.

EXHIBIT 9



Dewberry Engineers Inc.
 800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32804
 PHONE: 407.843.5120
 ENGINEERING BUSINESS - 8794



LEGEND

- SWFWL --- SWFWL WETLAND LINE
- WCAS --- WETLAND CONSERVATION AREA SETBACK LINE (BUFFER WIDTH VARIES)
- TYPICAL 50' WIDE (MINIMUM) LOT PAD
- TYPICAL 40' WIDE (MINIMUM) LOT PAD
- PHASE LINE

NORTH PROJECT - 20' x 95' Townhomes

Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	7	4	28
6 Unit	38	6	228
8 Unit	27	8	216
Total	72		472

SOUTH PROJECT - 20' x 95' Townhomes

Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	4	4	16
6 Unit	32	6	192
8 Unit	33	8	264
Total	69		472

WESTSIDE HAINES
 CITY CDD
 HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY: MJB
 APPROVED BY: RM
 CHECKED BY: RM
 DATE: 03/22/21

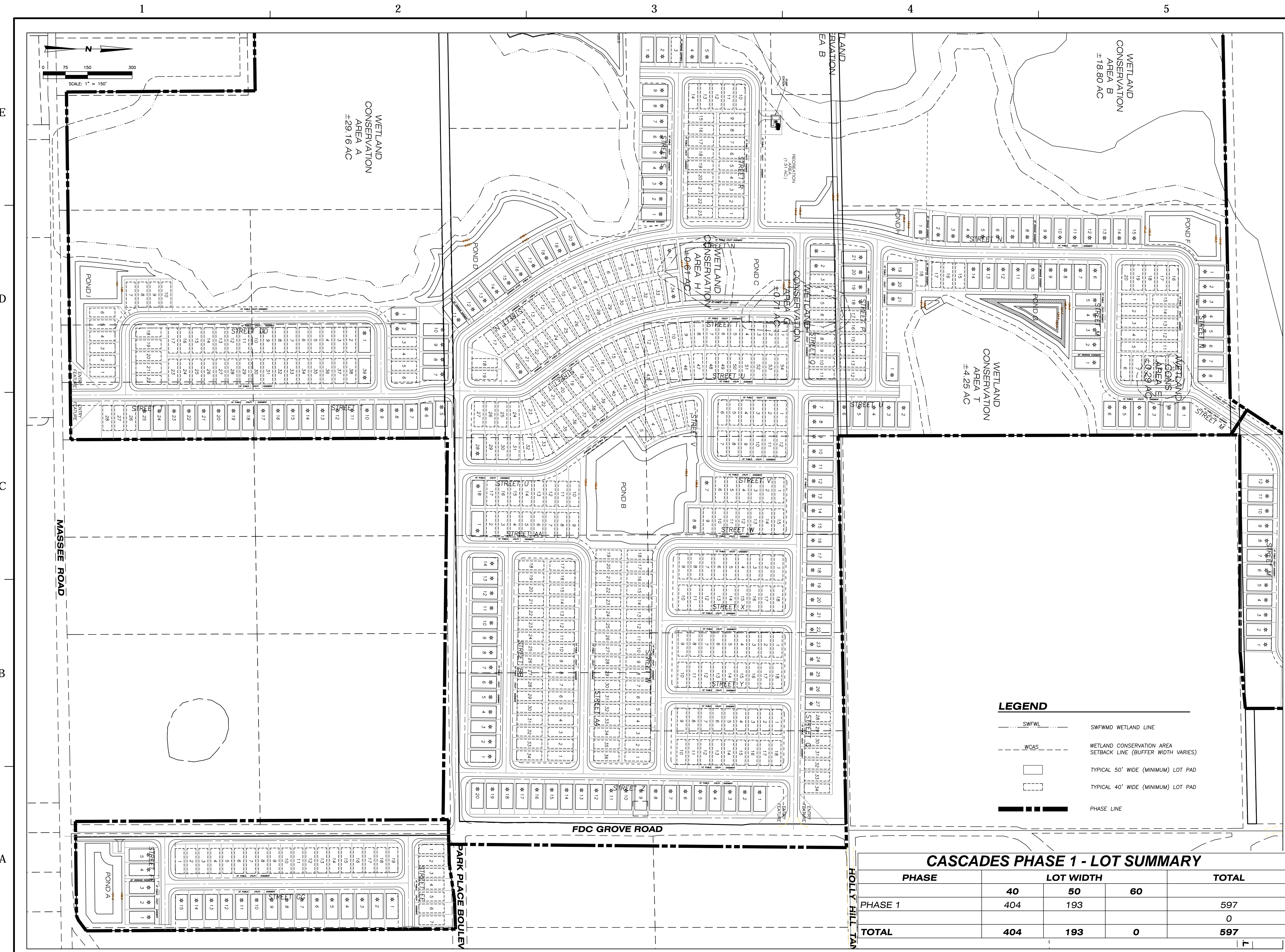
TITLE

BRENTWOOD

PROJECT NO. 50137547

SHEET NO.

EXHIBIT 9



CASCADES PHASE 1 - LOT SUMMARY

PHASE	40	50	60	TOTAL
PHASE 1	404	193	0	597
TOTAL	404	193	0	597

Dewberry
 Dewberry Engineers Inc.
 800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32804
 PHONE: 407.843.5120
 ENGINEERING BUSINESS - 8794

**WESTSIDE HAINES
 CITY CDD**
HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS
 DRAWN BY: MJB
 APPROVED BY: RM
 CHECKED BY: RM
 DATE: 03/22/21
 TITLE:

CASCADES PHASE 1

PROJECT NO. 50137547

SHEET NO.

SECTION XIII

SECTION B

SECTION 1



Sent Via Email: jburns@gmscfl.com

June 27, 2024

Ms. Jillian Burns
District Manager
Westside Haines City Community Development District
c/o Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

Subject: **District Engineers Report - 2024
Westside Haines City Community Development District
Bond Series 2021
Section 9.21 of the Master Trust Indenture**

Dear Ms. Burns:

In accordance with Section 9.21 of the Master Trust Indenture for the Westside Haines City Community Development District (CDD), we have completed our annual review of the portions of the project within this CDD as constructed to date. We find, based on said inspection and our knowledge of the community, that those portions of the infrastructure are being maintained in reasonable good repair.

We have reviewed the Operation and Maintenance Budget for the Fiscal Year 2025 and believe that it is sufficient for the proper operation and maintenance of the Westside Haines City CDD.

In addition, and in accordance with this Section 9.21 of the Master Trust Indenture, we have reviewed the current limits of insurance coverage and we believe that this is adequate for the community.

Should you have any questions or require additional information, please contact me at (321) 354-9656.

Sincerely,

Reinardo Malavé, P.E.
District Engineer
Westside Haines City Community Development District

RM:ap
Q:\Westside Haines City CDD_50137547\Adm\Reports\Annual Engineer's Report\ Westside Haines City District Engineer's Report 2024 Bond Series 2021_06-27-2024

SECTION C



Westside Haines City CDD

Field Management Report



August 6th, 2024

Joel Blanco

Field Manager

GMS

Completed

Pond Review



GMS staff has performed pond reviews throughout the district.



Staff was made aware that pond by Angel Falls Dr. is a Wetland Mitigation Area, which requires no maintenance. Pond was removed from aquatics and landscaping services.



Wet ponds remain free of algae blooms or spotted with treated algae blooms.



Both Wet and Dry ponds have had invasive grasses sprayed including primrose bushes and cattails.



Landscaping surrounding the ponds and at dry ponds continue to remain in satisfactory



Completed

Landscaping Review

- ✚ GMS staff has reviewed the landscaping throughout the district.
- ✚ Palm trimmings were completed at both entrances at Brentwood, both Phase 1A and Phase 2 at Cascades, and palms at open common area at Horsetail Dr. (Cascades Phase 1A.)
- ✚ Palm injections have started since the last meeting.
- ✚ Prior to the installation of the Sylvester palms, Prince & Sons conducted a soil test to avoid any potential disease towards the new palms. Test came back negative with removal and replacement completed at the time of the meeting. Arborist to be scheduled to check health of newly installed palms.
- ✚ Overall, landscaping throughout the district remains in satisfactory conditions (neat, trimmed,



In Progress

Amenity Review



Field staff has continued to review the amenity area for both Cascades and Brentwood.



Staff was advised that start date was tentative for the week of June 17th.



Staff has posted fliers on the mailbox and vehicles parked in the amenity parking with this information as well as to remove vehicles throughout the duration of the build.




“No Overnight Parking” signs and “5 Minute Mailbox Parking” signs were ordered and installed at the amenity parking.





Both Cascades and Brentwood amenity areas

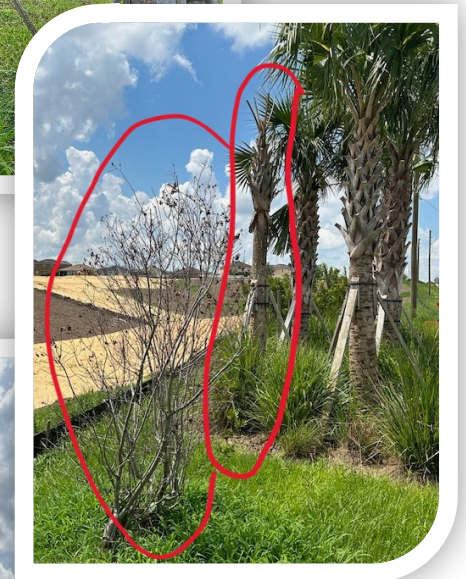
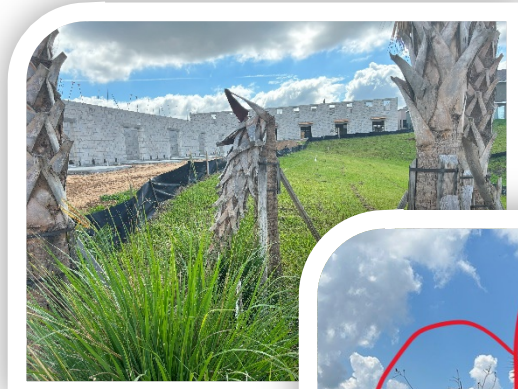
In Progress

Replacing 3 Dead Sabal Palms and 1 Wax Myrtle Tree - Brentwood

 During Landscaping review, GMS staff identified 3 dead/dying Sabal Palms and one dead wax myrtle at the right side frontage of Brentwood (FDC Grove/Draintree St.)

 Staff reached out to QBD to verify if palms were covered under warranty, they verified it was not due to previous damage to the mainline.

 Attached is a proposal from Duval to remove and replace 3 sabal palms and 1 wax myrtle tree.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at jblanco@gmscfl.com. Thank you.

Respectfully,

Joel Blanco

SECTION 1



Duval Landscape Maintenance
 7011 Business Park Blvd N
 Jacksonville, FL 32256
 www.duvallandscape.com

PROPOSAL

Date	Proposal No.
07/09/24	32580

CUSTOMER
Westside Haines City CDD 219 E Livingston St. Orlando, FL 32801

PROPERTY
Westside Haines City CDD 2259 Tongass Bend Davenport, FL 33837

Brentwood, Davenport palm installation

scope of work:

- Carefully remove 3 Sabal Palms including root ball.
- Install 3 Sabal Palms, including palms and Staking.
- Replace 1 10' OA Wax Myrtle

*Hauling away debris is included in the service.

DESCRIPTION	QTY	EXT PRICE
Palm tree removal / Tree replacement		
Enhancement/Extra Services		
Remove 3 8-12' CT dead Sabel Palms and install 3 in the same location	1.00	\$9,200.00
Wax Myrtle - 10' OA so this matches spec.	1.00	\$300.00

Total:	\$9,500.00
---------------	-------------------

By _____
 Joshua Feagin

Date 7/9/2024

 Duval Landscape Maintenance

By _____

Date _____

 Westside Haines City CDD

SECTION 2

MAINTENANCE PROPOSAL





Landscape Maintenance Proposal
West Side Haines City
ADDENDUM 8/24

August 1, 2024

West Side Haines City CDD
c/o Joel Blanco, Field Manager
GMS- Central Florida

Our family-owned business at Prince and Sons sincerely appreciates the opportunity to propose a custom maintenance plan that would improve the appearance and health of your current landscape pallet. We will never take your property or business for granted.

This pricing reflects the scope of service and service area map on the following pages:

LANDSCAPE MAINTENANCE FOR COMMON GROUNDS

Service	Price Per Month	Price Per Year
Landscape Maintenance	\$1,440	\$17,280
Turf Fertilization	\$40	\$480
Shrub Fertilization	\$35	\$420
Irrigation Inspection	\$90	\$1,080
<u>TOTAL</u>	<u>\$1,605</u>	<u>\$19,260</u>



Service Specifications

West Side at Haines City CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

General Services- Component "A" Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"-3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day. Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.



Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.



Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.



Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. **A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly.** A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.



The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control

Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.



Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program. Contractor is responsible for the continuous



monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component “D” – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.



- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.



Component “E” – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management’s discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all “Additional Services” will be billed in the month they are performed as a separate line item on that month’s invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of “Flower Beds” is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 1/2” individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9” O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6” in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6” prior to the installation of new plants.

Create a 2” trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.



All beds should be covered with 1" layer of Pine bark Fines after planting.
Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards



to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.



Contact Us

863-422-5207

info@princeandsonsinc.com

200 South F Street
Haines City, FL 33844

SECTION D

SECTION 1

Westside Haines City Community Development District

Summary of Check Register

June 1, 2024 to August 1, 2024

Bank	Date	Check No.'s	Amount
General Fund #4367			
	6/5/24	97-99	\$ 5,223.97
	6/29/24	100-101	\$ 16,243.73
	7/3/24	102-107	\$ 466,424.72
	7/12/24	108-111	\$ 18,483.93
	7/18/24	112-115	\$ 13,395.07
	7/26/24	116-120	\$ 288,856.81
	8/1/24	121-128	\$ 1,262,595.32
Total Amount			\$ 2,071,223.55

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/05/24	00057	5/30/24	17826	202405	320	53800	47000		AQUATIC WEED MANAGEMENT, INC.	*	800.00	800.00	000097
6/05/24	00063	5/28/24	524-227	202405	320	53800	49000		DUNHAM WELL DRILLING, INC.	*	277.97	277.97	000098
6/05/24	00050	5/28/24	27106	202405	330	53800	49000		DUVAL LANDSCAPE MAINTENANCE	*	4,146.00	4,146.00	000099
6/19/24	00007	6/01/24	81	202406	310	51300	34000		MANAGEMENT FEES-JUN24	*	3,246.25		
		6/01/24	81	202406	310	51300	35200		WEBSITE MANAGEMENT-JUN24	*	100.00		
		6/01/24	81	202406	310	51300	35100		INFORMATION TECH-JUN24	*	150.00		
		6/01/24	81	202406	310	51300	31300		DISSEMINATION SVCS-JUN24	*	416.67		
		6/01/24	81	202406	310	51300	51000		OFFICE SUPPLIES-JUN24	*	2.92		
		6/01/24	81	202406	310	51300	42000		POSTAGE-JUN24	*	299.56		
		6/01/24	82	202406	330	53800	12000		BRENT FIELD MGMT-JUN24	*	625.00		
		6/01/24	83	202406	320	53800	12000		CASC FIELD MGMT-JUN24	*	833.33		
									GOVERNMENTAL MANAGEMENT SERVICES			5,673.73	000100
6/19/24	00049	5/21/24	12784	202405	320	53800	46300		INSTALL BAHIA SOD-5.21.24	*	820.00		
		5/28/24	12953	202405	320	53800	46300		TRIM/CLEAN/PALMS-05.28.24	*	945.00		
		6/01/24	12916	202406	320	53800	46200		LANDSCAPE MAIN CASC-JUN24	*	8,805.00		
									PRINCE & SONS INC.			10,570.00	000101
7/03/24	00064	7/01/24	9076564	202407	310	51300	42000		MAILING SVCS-07/01/24	*	792.12		
									ACTION MAIL SERVICES			792.12	000102
7/03/24	00057	6/28/24	17900	202406	320	53800	47000		AQUATIC WEED MANAGEMENT, INC.	*	175.00	175.00	000103

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/03/24	00017	6/18/24	9721	202405	310	51300	31500		ATTORNEY SVCS-MAY24 KILINSKI VAN WYK, PLLC	*	2,849.25	2,849.25	000104
7/03/24	00065	6/10/24	5012	202406	300	53800	61000		PLAYGROUND EQUIP-BRENT PRO PLAYGROUNDS	*	220,101.04	220,101.04	000105
7/03/24	00065	6/10/24	5013	202406	300	53800	60000		PLAYGROUND EQUIP-CASCADES PRO PLAYGROUNDS	*	93,308.13	93,308.13	000106
7/03/24	00065	6/10/24	5014	202406	300	53800	62000		PLAYGROUND EQUIP-WYNN PRO PLAYGROUNDS	*	149,199.18	149,199.18	000107
7/12/24	00063	7/09/24	724-135	202407	320	53800	49000		IRON FILTER MAINT-7/9/24 DUNHAM WELL DRILLING, INC.	*	216.98	216.98	000108
7/12/24	00007	7/01/24	85	202407	310	51300	34000		MANAGEMENT FEES-JUL24	*	3,246.25		
		7/01/24	85	202407	310	51300	35200		WEBSITE MANAGEMENT-JUL24	*	100.00		
		7/01/24	85	202407	310	51300	35100		INFORMATION TECH-JUL24	*	150.00		
		7/01/24	85	202407	310	51300	31300		DISSEMINATION SVCS-JUL24	*	500.00		
		7/01/24	85	202407	310	51300	51000		OFFICE SUPPLIES-JUL24	*	.33		
		7/01/24	85	202407	310	51300	42000		POSTAGE-JUL24	*	7.04		
		7/01/24	86	202407	330	53800	12000		BRENT FIELD MGMT-JUL24	*	625.00		
		7/01/24	87	202407	320	53800	12000		CASCADES FIELD MGMT-JUL24	*	833.33		
									GOVERNMENTAL MANAGEMENT SERVICES			5,461.95	000109
7/12/24	00026	7/08/24	58549	202407	310	51300	32200		AUDIT FEES-FY2023 MCDIRMIT DAVIS	*	4,000.00	4,000.00	000110
7/12/24	00049	7/01/24	13275	202407	320	53800	46200		LANDSCAPE MAIN CASC-JUL24 PRINCE & SONS INC.	*	8,805.00	8,805.00	000111

WHCD WESTSIDE HAINES KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/18/24	00008	7/27/24	22412511	202405	310-51300	31100		ENGINEERING SVCS-MAY24	*	1,865.00		
		7/27/24	22412514	202405	310-51300	31100		SKETCH/LEGAL DESC-MAY24	*	1,922.50		
DEWBERRY ENGINEERS, INC											3,787.50	000112
7/18/24	00017	7/13/24	9791	202406	310-51300	31500		ATTORNEY SVCS-JUN24	*	2,530.00		
KILINSKI VAN WYK, PLLC											2,530.00	000113
7/18/24	00049	6/26/24	13076	202406	320-53800	47300		FIX SPRAY/DRIP/NODE/NUTS	*	131.15		
PRINCE & SONS INC.											131.15	000114
7/18/24	00042	7/12/24	07122024	202407	300-20700	10000		ASSESS TSFR SERIES 2021	*	6,946.42		
WESTSIDE HAINES CITY C/O US BANK											6,946.42	000115
7/26/24	00020	5/31/24	022161	202407	300-20700	10100		032 FDC FR#1	*	1,292.02		
ABSOLUTE ENGINEERING INC											1,292.02	000116
7/26/24	00021	5/22/24	155024	202407	300-20700	10100		032 FDC FR#1	*	52,096.00		
ATLANTIC TNG, LLC											52,096.00	000117
7/26/24	00022	5/22/24	177790-0	202407	300-20700	10100		032 FDC FR#1	*	49,608.00		
COUNTY MATERIALS CORP											49,608.00	000118
7/26/24	00066	6/07/24	LEK-1581	202407	300-20700	10100		033 FR#3	*	2,295.00		
LEWIS LONGMAN WALKER, P.A.											2,295.00	000119
7/26/24	00038	4/25/24	873215	202407	300-20700	10100		032 FDC FR#1	*	17,934.44		
		6/25/24	873293	202407	300-20700	10100		033 FR#2	*	165,631.35		
TUCKER PAVING INC											183,565.79	000120
8/01/24	00057	7/30/24	18169	202407	320-53800	47000		POND MAINT CASC 1&2-JUL24	*	975.00		
		7/30/24	18170	202407	320-53800	47000		LAKE MAINT CASC 2-JUL24	*	800.00		
AQUATIC WEED MANAGEMENT, INC.											1,775.00	000121

WHCD WESTSIDE HAINES KCOSTA

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/01/24	00053	4/25/24 3995	202404 320-53800-49000	LIFT STAT MAINT-04/18/24 CONSTA FLOW INC	*	200.00	200.00 000122
8/01/24	00008	7/26/24 22415694	202406 310-51300-31100	ENGINEERING SVCS-JUN24	*	120.00	
		7/26/24 22415777	202406 310-51300-31100	ANNUAL ENGINEER REP-JUN24 DEWBERRY ENGINEERS, INC	*	2,547.50	2,667.50 000123
8/01/24	00007	6/30/24 93	202406 330-53800-49000	POND TRASH CLEANUP GOVERNMENTAL MANAGEMENT SERVICES	*	1,351.42	1,351.42 000124
8/01/24	00049	7/17/24 13404	202407 320-53800-47300	REPAIR 2" MAINLINE BREAK PRINCE & SONS INC.	*	203.75	203.75 000125
8/01/24	00033	6/27/24 3706133	202407 300-20700-10100	031 BW FR#56 HUB INTERNATIONAL	*	3,905.00	3,905.00 000126
8/01/24	00025	7/20/24 PAYAPP#2	202407 300-20700-10100	032 BW FR#1 QGS DEVELOPMENT, INC.	*	861,329.87	861,329.87 000127
8/01/24	00067	7/10/24 8703	202407 300-20700-10100	031 CAS FR#37 THE ROGERS GROUP	*	391,162.78	391,162.78 000128
TOTAL FOR BANK B						2,071,223.55	
TOTAL FOR REGISTER						2,071,223.55	

WHCD WESTSIDE HAINES KCOSTA

SECTION 2

Westside Haines City
Community Development District

Unaudited Financial Reporting
May 31, 2024



Table of Contents

1	<u>Balance Sheet</u>
2-4	<u>General Fund</u>
5	<u>Capital Reserve Fund</u>
6	<u>Series 2021 Debt Service Fund</u>
7	<u>Series 2024 Debt Service Fund</u>
8	<u>Series 2021 Capital Projects Fund</u>
9	<u>Series 2024 Capital Projects Fund</u>
10-12	<u>Month to Month</u>
13	<u>Long Term Debt Report</u>
14	<u>Assessment Receipt Schedule</u>

Westside Haines City
Community Development District
Combined Balance Sheet
May 31, 2024

	General Fund	Debt Service Fund	Capital Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account - #27	\$ 705,208	\$ -	\$ -	\$ 705,208
Operating Account - #43	\$ 501,453	\$ -	\$ -	\$ 501,453
Investments:				
Series 2021				
Reserve	\$ -	\$ 548,975	\$ -	\$ 548,975
Revenue	\$ -	\$ 444,462	\$ -	\$ 444,462
Construction - Cascades Phase 1 & 2	\$ -	\$ -	\$ 24,350	\$ 24,350
Construction - Brentwood Phase 1	\$ -	\$ -	\$ 159	\$ 159
Due From General Fund	\$ -	\$ 3,327	\$ -	\$ 3,327
Series 2024				
Reserve	\$ -	\$ 2,522,779	\$ -	\$ 2,522,779
Construction - Brentwood Phase 2/3	\$ -	\$ -	\$ 1,953,862	\$ 1,953,862
Construction - Brentwood Phase 4/5	\$ -	\$ -	\$ 2,415,994	\$ 2,415,994
Construction - Cascades	\$ -	\$ -	\$ 4,907,963	\$ 4,907,963
Construction - Wynnstone 1A	\$ -	\$ -	\$ 10,198,930	\$ 10,198,930
Construction - Wynnstone 1B	\$ -	\$ -	\$ 753,211	\$ 753,211
Cost of Issuance	\$ -	\$ -	\$ 153	\$ 153
Total Assets	\$ 1,206,661	\$ 3,519,542	\$ 20,254,622	\$ 24,980,826
Liabilities:				
Accounts Payable	\$ 6,989	\$ -	\$ -	\$ 6,989
Contracts Payable	\$ -	\$ -	\$ 1,384	\$ 1,384
Due to Debt Service	\$ 3,327	\$ -	\$ -	\$ 3,327
Total Liabilities	\$ 10,316	\$ -	\$ 1,384	\$ 11,700
Fund Balance:				
Restricted for:				
Debt Service - Series 2021	\$ -	\$ 996,764	\$ -	\$ 996,764
Debt Service - Series 2024	\$ -	\$ 2,522,779	\$ -	\$ 2,522,779
Capital Projects - Series 2021	\$ -	\$ -	\$ 23,126	\$ 23,126
Capital Projects - Series 2024	\$ -	\$ -	\$ 20,230,113	\$ 20,230,113
Unassigned	\$ 1,196,345	\$ -	\$ -	\$ 1,196,345
Total Fund Balances	\$ 1,196,345	\$ 3,519,542	\$ 20,253,238	\$ 24,969,126
Total Liabilities & Fund Balance	\$ 1,206,661	\$ 3,519,542	\$ 20,254,622	\$ 24,980,826

Westside Haines City
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2024

	Adopted Budget	Prorated Budget Thru 05/31/24	Actual Thru 05/31/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 762,450	\$ 762,450	\$ 765,877	\$ 3,427
Assessments - Lot Closing	\$ -	\$ -	\$ 36,088	\$ 36,088
Developer Contributions	\$ 230,836	\$ 2,975	\$ 2,975	\$ -
Boundary Amendment Contributions	\$ -	\$ -	\$ 5,919	\$ 5,919
Total Revenues	\$ 993,286	\$ 765,425	\$ 810,858	\$ 45,433

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 8,000	\$ 7,600	\$ 400
Engineering	\$ 15,000	\$ 15,000	\$ 21,205	\$ (6,205)
Attorney	\$ 25,000	\$ 25,000	\$ 40,325	\$ (15,325)
Annual Audit	\$ 5,500	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,350	\$ -	\$ -	\$ -
Dissemination	\$ 7,000	\$ 4,667	\$ 3,333	\$ 1,333
Trustee Fees	\$ 12,000	\$ -	\$ -	\$ -
Management Fees	\$ 38,955	\$ 25,970	\$ 25,970	\$ -
Information Technology	\$ 1,800	\$ 1,200	\$ 1,200	\$ -
Website Maintenance	\$ 1,200	\$ 800	\$ 800	\$ -
Postage & Delivery	\$ 1,000	\$ 1,000	\$ 1,078	\$ (78)
Insurance	\$ 5,913	\$ 5,913	\$ 5,785	\$ 128
Copies	\$ 1,000	\$ 667	\$ 32	\$ 635
Legal Advertising	\$ 10,000	\$ 6,667	\$ 7,397	\$ (730)
Other Current Charges	\$ 5,268	\$ 3,512	\$ 847	\$ 2,665
Boundary Amendment	\$ -	\$ -	\$ 2,529	\$ (2,529)
Office Supplies	\$ 625	\$ 417	\$ 32	\$ 384
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 148,786	\$ 103,987	\$ 123,308	\$ (19,321)

Westside Haines City
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2024

	Adopted Budget	Prorated Budget Thru 05/31/24	Actual Thru 05/31/24	Variance
<u>Operations & Maintenance</u>				
Cascades Expenditures				
<u>Field Expenditures</u>				
Property Insurance	\$ 10,000	\$ 10,000	\$ 3,355	\$ 6,645
Field Management	\$ 10,000	\$ 6,667	\$ 6,667	-
Landscape Maintenance	\$ 185,000	\$ 123,333	\$ 64,610	\$ 58,723
Landscape Replacement	\$ 25,000	\$ 16,667	\$ 4,180	\$ 12,487
Lake Maintenance	\$ 18,500	\$ 12,333	\$ 1,500	\$ 10,833
Streetlights	\$ 15,000	\$ 15,000	\$ 21,103	\$ (6,103)
Electric	\$ 5,500	\$ 5,500	\$ 5,938	\$ (438)
Water & Sewer	\$ 8,000	\$ 8,000	\$ 33,630	\$ (25,630)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 1,667	-	\$ 1,667
Irrigation Repairs	\$ 10,000	\$ 6,667	\$ 2,944	\$ 3,723
General Repairs & Maintenance	\$ 17,000	\$ 11,333	\$ 4,671	\$ 6,663
Field Contingency	\$ 10,000	\$ 6,667	\$ 8,095	\$ (1,428)
<u>Amenity Expenditures</u>				
Amenity Staff	\$ 30,000	\$ 20,000	-	\$ 20,000
Amenity - Electric	\$ 12,000	\$ 8,000	-	\$ 8,000
Amenity - Water	\$ 10,000	\$ 6,667	-	\$ 6,667
Playground Lease	\$ 35,000	\$ 23,333	-	\$ 23,333
Fitness Equipment Lease	\$ 35,000	\$ 23,333	-	\$ 23,333
Internet	\$ 3,000	\$ 2,000	-	\$ 2,000
Pest Control	\$ 1,500	\$ 1,000	-	\$ 1,000
Janitorial Service	\$ 20,500	\$ 13,667	-	\$ 13,667
Security Services	\$ 25,000	\$ 16,667	-	\$ 16,667
Pool Maintenance	\$ 36,000	\$ 24,000	-	\$ 24,000
Amenity Repairs & Maintenance	\$ 15,000	\$ 10,000	-	\$ 10,000
Amenity Access Management	\$ 2,500	\$ 1,667	-	\$ 1,667
Amenity Contingency	\$ 12,000	\$ 8,000	-	\$ 8,000
Capital Reserve	\$ 5,000	\$ 3,333	-	\$ 3,333
Subtotal Cascades Expenditures	\$ 559,000	\$ 385,500	\$ 156,691	\$ 228,809

Westside Haines City
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2024

	Adopted Budget	Prorated Budget Thru 05/31/24	Actual Thru 05/31/24	Variance
Brentwood Expenditures				
<u>Field Expenditures</u>				
Property Insurance	\$ 8,000	\$ -	\$ -	\$ -
Field Management	\$ 7,500	\$ 5,000	\$ 5,000	\$ -
Landscape Replacement & Repair	\$ 7,500	\$ 5,000	\$ -	\$ 5,000
Streetlights	\$ 10,000	\$ 6,667	\$ 5,717	\$ 950
Electric	\$ 2,000	\$ 1,333	\$ 415	\$ 919
Water & Sewer	\$ 5,000	\$ 3,333	\$ -	\$ 3,333
Irrigation Repairs	\$ 3,000	\$ 2,000	\$ 335	\$ 1,665
General Repairs & Maintenance	\$ 7,500	\$ 5,000	\$ -	\$ 5,000
Field Contingency	\$ 5,000	\$ 38,354	\$ 38,354	\$ -
<u>Amenity Expenditures</u>				
Amenity Staff	\$ 30,000	\$ 20,000	\$ -	\$ 20,000
Amenity - Electric	\$ 7,500	\$ 5,000	\$ -	\$ 5,000
Amenity - Water	\$ 10,000	\$ 6,667	\$ -	\$ 6,667
Playground Lease	\$ 35,000	\$ 23,333	\$ -	\$ 23,333
Fitness Equipment Lease	\$ 35,000	\$ 23,333	\$ -	\$ 23,333
Internet	\$ 3,000	\$ 2,000	\$ -	\$ 2,000
Amenity Landscaping	\$ 12,000	\$ 8,000	\$ -	\$ 8,000
Amenity Landscape Replacement	\$ 3,000	\$ 2,000	\$ -	\$ 2,000
Amenity Irrigation Repairs	\$ 3,000	\$ 2,000	\$ -	\$ 2,000
Pest Control	\$ 1,500	\$ 1,000	\$ -	\$ 1,000
Janitorial Service	\$ 15,000	\$ 10,000	\$ -	\$ 10,000
Security Services	\$ 25,000	\$ 16,667	\$ -	\$ 16,667
Pool Maintenance	\$ 25,000	\$ 16,667	\$ -	\$ 16,667
Amenity Repairs & Maintenance	\$ 10,000	\$ 6,667	\$ -	\$ 6,667
Amenity Access Management	\$ 2,500	\$ 1,667	\$ -	\$ 1,667
Amenity Contingency	\$ 7,500	\$ 5,000	\$ -	\$ 5,000
Capital Reserve	\$ 5,000	\$ 3,333	\$ -	\$ 3,333
Subtotal Brentwood Expenditures	\$ 285,500	\$ 220,021	\$ 49,820	\$ 170,200
Total Operations & Maintenance	\$ 844,500	\$ 605,521	\$ 206,512	\$ 399,009
Total Expenditures	\$ 993,286	\$ 709,508	\$ 329,820	\$ 379,688
Net Change in Fund Balance	\$ -	\$ -	\$ 481,038	\$ -
Fund Balance - Beginning	\$ -	\$ -	\$ 715,307	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 1,196,345	\$ -

Westside Haines City
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2024

	Adopted Budget	Prorated Budget Thru 05/31/24	Actual Thru 05/31/24	Variance
Revenues:				
Transfer In - Cascades	\$ 5,000	\$ -	\$ -	-
Transfer In - Brentwood	\$ 5,000	\$ -	\$ -	-
Total Revenues	\$ 10,000	\$ -	\$ -	-
Expenditures:				
Capital Expenditures - Cascades	\$ -	\$ -	\$ -	-
Capital Expenditures - Brentwood	\$ -	\$ -	\$ -	-
Total Expenditures	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ 10,000		\$ -	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 10,000		\$ -	

Westside Haines City
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2024

	Adopted Budget	Prorated Budget Thru 05/31/24	Actual Thru 05/31/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 1,097,950	\$ 1,097,950	\$ 1,103,130	\$ 5,180
Interest	\$ -	\$ -	\$ 36,440	\$ 36,440
Total Revenues	\$ 1,097,950	\$ 1,097,950	\$ 1,139,570	\$ 41,620
Expenditures:				
Interest - 11/1	\$ 344,256	\$ 344,256	\$ 344,256	\$ -
Principal - 5/1	\$ 410,000	\$ 410,000	\$ 410,000	\$ -
Interest - 5/1	\$ 344,256	\$ 344,256	\$ 344,256	\$ -
Total Expenditures	\$ 1,098,513	\$ 1,098,513	\$ 1,098,513	\$ -
Excess (Deficiency) of Revenues over Ex	\$ (563)		\$ 41,058	
Fund Balance - Beginning	\$ 406,549		\$ 955,706	
Fund Balance - Ending	\$ 405,987		\$ 996,764	

Westside Haines City
Community Development District
Debt Service Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2024

	Adopted Budget	Prorated Budget Thru 05/31/24	Actual Thru 05/31/24	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 679	\$ 679
Total Revenues	\$ -	\$ -	\$ 679	\$ 679
Expenditures:				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Principal - 5/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Ex	\$ -	\$ -	\$ 679	
Other Financing Sources/(Uses):				
Bond Proceeds	\$ -	\$ -	\$ 2,522,100	\$ 2,522,100
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 2,522,100	\$ 2,522,100
Net Change in Fund Balance	\$ -	\$ -	\$ 2,522,779	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 2,522,779	

Westside Haines City
Community Development District
Capital Projects Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2024

	Adopted Budget	Prorated Budget Thru 05/31/24	Actual Thru 05/31/24	Variance
Revenues:				
Requisition Refund	\$ -	\$ -	\$ 7,159	\$ 7,159
Developer Contributions - Cascades	\$ -	\$ -	\$ 156,306	\$ 156,306
Developer Contributions - Brentwood	\$ -	\$ -	\$ 44,800	\$ 44,800
Interest	\$ -	\$ -	\$ 2,359	\$ 2,359
Total Revenues	\$ -	\$ -	\$ 210,624	\$ 210,624
Expenditures:				
Capital Outlay - Cascades	\$ -	\$ -	\$ 228,545	\$ (228,545)
Capital Outlay - Brentwood	\$ -	\$ -	\$ 41,914	\$ (41,914)
Total Expenditures	\$ -	\$ -	\$ 270,458	\$ (270,458)
Excess (Deficiency) of Revenues over Ex	\$ -	\$ -	\$ (59,834)	
Fund Balance - Beginning	\$ -		\$ 82,960	
Fund Balance - Ending	\$ -		\$ 23,126	

Westside Haines City
Community Development District
Capital Projects Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2024

	Adopted Budget	Prorated Budget Thru 05/31/24	Actual Thru 05/31/24	Variance
Revenues:				
Bond Proceeds	\$ -	\$ -	\$ 32,977,900	\$ 32,977,900
Developer Advances	\$ -	\$ -	\$ 3,260,010	\$ 3,260,010
Interest	\$ -	\$ -	\$ 8,608	\$ 8,608
Total Revenues	\$ -	\$ -	\$ 36,246,517	\$ 36,246,517
Expenditures:				
Capital Outlay - Brentwood Phase 2/3	\$ -	\$ -	\$ 4,540,272	\$ (4,540,272)
Capital Outlay - Brentwood Phase 4/5	\$ -	\$ -	\$ 1,812,892	\$ (1,812,892)
Capital Outlay - Cascades	\$ -	\$ -	\$ 6,938,616	\$ (6,938,616)
Capital Outlay - Wynnstone 1A	\$ -	\$ -	\$ 1,719,300	\$ (1,719,300)
Capital Outlay - Wynnstone 1B	\$ -	\$ -	\$ -	\$ -
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 1,005,325	\$ (1,005,325)
Total Expenditures	\$ -	\$ -	\$ 16,016,405	\$ (16,016,405)
Excess (Deficiency) of Revenues over Expend	\$ -	\$ -	\$ 20,230,113	\$ 20,230,113
Fund Balance - Beginning	\$ -	\$ -	\$ -	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 20,230,113	\$ 20,230,113

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 1,824	\$ 600,475	\$ 6,228	\$ 75,146	\$ 78,944	\$ 950	\$ 2,310	\$ -	\$ -	\$ -	\$ -	\$ 765,877
Assessments - Lot Closing	\$ -	\$ -	\$ -	\$ -	\$ 36,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,088
Developer Contributions	\$ -	\$ -	\$ 2,975	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,975
Boundary Amendment Contributions	\$ -	\$ 3,175	\$ -	\$ 2,176	\$ 354	\$ -	\$ 215	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,919
Total Revenues	\$ -	\$ 4,999	\$ 603,450	\$ 8,403	\$ 111,587	\$ 78,944	\$ 1,165	\$ 2,310	\$ -	\$ -	\$ -	\$ -	\$ 810,858

Expenditures:

General & Administrative:

Supervisor Fees	\$ 2,000	\$ 800	\$ 600	\$ -	\$ 1,600	\$ 800	\$ 800	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 7,600
Engineering	\$ 4,500	\$ 4,373	\$ 1,013	\$ 735	\$ 8,693	\$ 1,893	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,205
Attorney	\$ 3,887	\$ 4,573	\$ 3,748	\$ 1,240	\$ 10,082	\$ 7,632	\$ 9,165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,325
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ 3,333
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ -	\$ -	\$ -	\$ -	\$ 25,970
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 800
Postage & Delivery	\$ 8	\$ 69	\$ 44	\$ 448	\$ 16	\$ 62	\$ 126	\$ 306	\$ -	\$ -	\$ -	\$ -	\$ 1,078
Insurance	\$ 5,785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,785
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ 32
Legal Advertising	\$ 1,780	\$ 699	\$ -	\$ -	\$ -	\$ 2,631	\$ 2,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,397
Other Current Charges	\$ 47	\$ 39	\$ 117	\$ 39	\$ 156	\$ 146	\$ 147	\$ 155	\$ -	\$ -	\$ -	\$ -	\$ 847
Boundary Amendment	\$ 1,905	\$ 271	\$ 354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,529
Office Supplies	\$ 0	\$ 9	\$ 5	\$ 3	\$ 0	\$ 6	\$ 6	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ 32
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 28,999	\$ 14,746	\$ 9,793	\$ 6,377	\$ 24,459	\$ 17,083	\$ 16,471	\$ 5,380	\$ -	\$ -	\$ -	\$ -	\$ 123,308

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Cascades Expenditures													
<u>Field Expenditures</u>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 3,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,355
Field Management	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ -	\$ -	\$ -	\$ -	\$ 6,667
Landscape Maintenance	\$ 8,805	\$ 8,805	\$ 11,780	\$ 8,805	\$ 8,805	\$ 8,805	\$ -	\$ 8,805	\$ -	\$ -	\$ -	\$ -	\$ 64,610
Landscape Replacement	\$ 2,415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,765	\$ -	\$ -	\$ -	\$ -	\$ 4,180
Lake Maintenance	\$ -	\$ -	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ 1,500
Streetlights	\$ 2,722	\$ 1,573	\$ 3,283	\$ 3,027	\$ 2,395	\$ 2,701	\$ 2,701	\$ 2,701	\$ -	\$ -	\$ -	\$ -	\$ 21,103
Electric	\$ 859	\$ 636	\$ 985	\$ 820	\$ 660	\$ 567	\$ 664	\$ 746	\$ -	\$ -	\$ -	\$ -	\$ 5,938
Water & Sewer	\$ 5,055	\$ 894	\$ 5,986	\$ 6,601	\$ 7,471	\$ 606	\$ 552	\$ 6,465	\$ -	\$ -	\$ -	\$ -	\$ 33,630
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 1,701	\$ 200	\$ 593	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,944
General Repairs & Maintenance	\$ 3,835	\$ 836	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,671
Field Contingency	\$ -	\$ -	\$ 981	\$ 960	\$ 1,365	\$ 611	\$ -	\$ 4,178	\$ -	\$ -	\$ -	\$ -	\$ 8,095
<u>Amenity Expenditures</u>													
Amenity Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fitness Equipment Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Cascades Expenditures	\$ 26,224	\$ 13,777	\$ 24,616	\$ 21,221	\$ 25,510	\$ 14,123	\$ 4,926	\$ 26,293	\$ -	\$ -	\$ -	\$ -	\$ 156,691

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Brentwood Expenditures													
<u>Field Expenditures</u>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ 5,000
Landscape Replacement & Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ 911	\$ 702	\$ 218	\$ 778	\$ 560	\$ 777	\$ 994	\$ 777	\$ -	\$ -	\$ -	\$ -	\$ 5,717
Electric	\$ 110	\$ 31	\$ 31	\$ 120	\$ 31	\$ 62	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 415
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Contingency	\$ 3,860	\$ 3,860	\$ 4,686	\$ 7,282	\$ 4,686	\$ 4,938	\$ 4,896	\$ 4,146	\$ -	\$ -	\$ -	\$ -	\$ 38,354
<u>Amenity Expenditures</u>													
Amenity Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fitness Equipment Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Landscaping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Brentwood Expenditures	\$ 5,507	\$ 5,218	\$ 5,560	\$ 8,804	\$ 5,902	\$ 6,736	\$ 6,545	\$ 5,548	\$ -	\$ -	\$ -	\$ -	\$ 49,820
Total Operations & Maintenance	\$ 31,731	\$ 18,995	\$ 30,176	\$ 30,026	\$ 31,412	\$ 20,859	\$ 11,471	\$ 31,841	\$ -	\$ -	\$ -	\$ -	\$ 206,512
Total Expenditures	\$ 60,730	\$ 33,741	\$ 39,969	\$ 36,403	\$ 55,872	\$ 37,942	\$ 27,942	\$ 37,221	\$ -	\$ -	\$ -	\$ -	\$ 329,820
Net Change in Fund Balance	\$ (60,730)	\$ (28,742)	\$ 563,481	\$ (28,000)	\$ 55,716	\$ 41,002	\$ (26,777)	\$ (34,911)	\$ -	\$ -	\$ -	\$ -	\$ 481,038

Westside Haines City
Community Development District
Long Term Debt Report

Series 2021, Special Assessment Revenue Bonds		
Interest Rate:	2.500%, 3.000%, 3.250%, 4.000%	
Maturity Date:	5/1/2052	
Optional Redemption Date:	5/1/2031	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$548,975	
Reserve Fund Balance	\$548,975	
Bonds Outstanding - 7/19/21		\$19,810,000
(Less: Principal Payment - 5/1/23)		(\$400,000)
(Less: Principal Payment - 5/1/24)		(\$410,000)
Current Bonds Outstanding		\$19,000,000

Series 2024, Special Assessment Revenue Bonds		
Interest Rate:	4.875%, 5.750%, 6.000%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$2,522,100	
Reserve Fund Balance	\$2,522,779	
Bonds Outstanding - 4/29/24		\$35,500,000
Current Bonds Outstanding		\$35,500,000

Westside Haines City
Community Development District
Special Assessment Receipt Schedule
Fiscal Year 2024

Gross Assessments \$ 819,840.06 \$ 1,180,856.00 \$ 2,000,696.06
 Net Assessments \$ 762,451.26 \$ 1,098,196.08 \$ 1,860,647.34

ON ROLL ASSESSMENTS

Date	Distribution	Distribution Period	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	40.98%	59.02%	100.00%
								O&M Portion	Debt Service	Total
11/24/23	ACH	11/06/23 - 11/12/23	\$4,731.96	(\$90.85)	(\$189.28)	\$0.00	\$4,451.83	\$1,824.26	\$2,627.57	\$4,451.83
12/1/23	INV#4652078	1% Annual Fee	(\$20,006.96)	\$0.00	\$0.00	\$0.00	(\$20,006.96)	(\$8,198.40)	(\$11,808.56)	(\$20,006.96)
12/08/23	ACH	11/13/23 - 11/22/23	\$878,848.48	(\$16,873.88)	(\$35,154.42)	\$0.00	\$826,820.18	\$338,812.24	\$488,007.94	\$826,820.18
12/21/23	ACH	11/23/23 - 11/30/23	\$219,064.08	(\$4,206.03)	(\$8,762.64)	\$0.00	\$206,095.41	\$84,453.24	\$121,642.17	\$206,095.41
12/29/23	ACH	12/01/23 - 12/15/23	\$480,887.08	(\$9,233.87)	(\$19,193.83)	\$0.00	\$452,459.38	\$185,407.64	\$267,051.74	\$452,459.38
01/10/24	ACH	12/16/23-12/31/23	\$11,829.90	(\$354.90)	(\$229.50)	\$0.00	\$11,245.50	\$4,608.15	\$6,637.35	\$11,245.50
01/16/24	ACH	10/01/23-12/31/23	\$0.00	\$0.00	\$0.00	\$3,952.32	\$3,952.32	\$1,619.57	\$2,332.75	\$3,952.32
02/09/24	ACH	01/01/24-01/31/24	\$194,010.36	(\$3,742.51)	(\$6,885.07)	\$0.00	\$183,382.78	\$75,146.12	\$108,236.66	\$183,382.78
03/13/24	ACH	02/01/24-02/29/24	\$200,570.30	(\$3,987.81)	(\$3,931.65)	\$0.00	\$192,650.84	\$78,943.96	\$113,706.88	\$192,650.84
04/10/24	ACH	03/01/24-03/31/24	\$2,365.98	(\$47.32)	\$0.00	\$0.00	\$2,318.66	\$950.13	\$1,368.53	\$2,318.66
05/20/24	ACH	01/01/24-03/31/24	\$0.00	\$0.00	\$0.00	\$860.45	\$860.45	\$352.59	\$507.86	\$860.45
05/31/24	ACH	04/01/24-04/30/24	\$4,873.93	(\$97.48)	\$0.00	\$0.00	\$4,776.45	\$1,957.28	\$2,819.17	\$4,776.45
TOTAL			\$ 1,977,175.11	\$ (38,634.65)	\$ (74,346.39)	\$ 4,812.77	\$ 1,869,006.84	\$ 765,876.78	\$ 1,103,130.06	\$ 1,869,006.84

100%	Net Percent Collected
0	Balance Remaining to Collect