



Seminole Palms
COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

***Monday
October 27, 2025***

11:00 a.m.

***Location:
Hilton Garden Inn
55 Town Center Blvd.,
Palm Coast, FL 32164***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Seminole Palms Community Development District

250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Seminole Palms Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Seminole Palms Community Development District is scheduled for **Monday, October 27, 2025**, at **11:00 a.m.** at **Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, FL 32164.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be presented at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com . We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager



Community Development District

Meeting Date: Monday, October 27, 2025 Call-in Number: +1 (929) 205-6099
Time: 11:00 AM Meeting ID: 705 571 4830#
Location: Hilton Garden Inn
55 Town Center Blvd.,
Palm Coast, FL 32164

Revised Agenda

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual for agenda items)*

III. Consent Agenda

- A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on August 25, 2025 [Exhibit 1](#)
[Pgs. 6-9](#)
- B. Consideration for Acceptance – The September 2025 Unaudited Financial Statements [Exhibit 2](#)
[Pgs. 11-21](#)
- C. Ratification of Lake Pros – First Amendment [Exhibit 3](#)
[Pgs. 23-26](#)
- D. Ratification of WellFit HMC LLC Contract Addendum [Exhibit 4](#)
[Pgs. 28-55](#)
- E. Ratification of Notice of Partial Release of True-Up Agreement – 2023 Bonds [Exhibit 5](#)
[Pgs. 57-60](#)
- F. **Ratification of Requisition – Enclave, Briar Pay Apps #11-12** [Exhibit 6](#)
[Pgs. 62-112](#)

IV. Business Items

- A. Consideration & Adoption of **Resolution 2026-01**, Designating Administrative Office [Exhibit 7](#)
[Pg. 114](#)
- B. **Consideration of Termination of District Management Agreement**
- C. **Consideration & Adoption of Resolution 2026-02, Appointing District Manager** [Exhibit 8](#)
[Pgs. 116-137](#)
- D. Consideration & Adoption of **Resolution 2026-03**, Designating Authorized Signatories [Exhibit 9](#)
[Pg. 139](#)
- E. Consideration & Adoption of **Resolution 2026-04**, Re-Designating Officers [Exhibit 10](#)
[Pgs. 141-142](#)
- F. Consideration & Adoption of **Resolution 2026-05**, Adopting Amended Meeting Schedule [Exhibit 11](#)
[Pgs. 144-145](#)

V. Staff Reports

A. Aquatics Report

B. District Counsel

C. District Engineer

D. District Manager

[Exhibit 12](#)

[Pg. 147](#)

VI. Supervisors' Requests

VII. Audience Comments – New Business - *(limited to 3 minutes per individual for non-agenda items)*

VIII. Adjournment

EXHIBIT 1

3. Public Comments

There being none, the next item followed.

4. Close the Public Hearing

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board closed the FY 2025-2026 Budget Public Hearing at 11:14 a.m., for the Seminole Palms Community Development District.

The regular meeting was reconvened at this time.

5. Exhibit 3: Consideration & Adoption of **Resolution 2025-06**, Adopting FY 2025-2026 Budget

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-06**, Adopting FY 2025-2026 Budget, for the Seminole Palms Community Development District.

6. Exhibit 4: Consideration of FY 2025-2026 Deficit Funding Agreement

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the FY 2025-2026 Deficit Funding Agreement, for the Seminole Palms Community Development District.

The regular meeting was recessed at approximately 11:16 a.m. for the purpose of holding the FY 2025-2026 O&M assessments public hearing

B. FY 2025-2026 O&M Assessments Public Hearing

1. Open the Public Hearing

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board opened the FY 2025-2026 O&M Assessments Public Hearing at 11:16 a.m., for the Seminole Palms Community Development District.

2. Public Comments

There being none, the next item followed.

3. Close the Public Hearing

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board closed the FY 2025-2026 O&M Assessments Public Hearing at 11:17 a.m., for the Seminole Palms Community Development District.

The regular meeting was reconvened at this time.

4. Exhibit 5: Consideration & Adoption of **Resolution 2025-07**, Levying Assessments

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-07**, Levying Assessments, for the Seminole Palms Community Development District.

FIFTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 6: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on April 28, 2025

B. Exhibit 7: Consideration for Acceptance – The May 2025 Unaudited Financial Statements

C. Exhibit 8: Consideration for Acceptance – The June 2025 Unaudited Financial Statements

- 74 D. Exhibit 9: Consideration for Acceptance – The July 2025 Unaudited Financial Statements
75 E. Exhibit 10: Ratification of Yellowstone Landscape Sabal Palm Cut & Haul Proposal - \$251.00
76 F. Exhibit 11: Ratification of Requisition – Acquisition & Construction – Enclave, Briar Pay Apps
77 #7-10
78 G. Exhibit 12: Ratification of Yellowstone Landscape First Amendment to Landscape & Irrigation
79 Services Agreement
80 H. Exhibit 13: Ratification of Yellowstone Landscape Second Amendment to Landscape & Irrigation
81 Services Agreement
82 I. Exhibit 14: Ratification of Requisition – Acquisition & Construction – PH 2 & 3, Pay Apps #1-4

83 On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the
84 Consent agenda as presented, for the Seminole Palms Community Development District.

85 **SIXTH ORDER OF BUSINESS – Business Matters**

- 86 A. Exhibit 15: Consideration & Adoption of **Resolution 2025-08**, Approving FY 2025-2026 Meeting
87 Schedule

88 On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adopted
89 **Resolution 2025-08**, Approving FY 2025-2026 Meeting Schedule, as amended, moving the 05/25/2026
90 meeting to 05/27/2026, for the Seminole Palms Community Development District.

91 **SEVENTH ORDER OF BUSINESS – Staff Reports**

- 92 A. Exhibit 16: Aquatics Report – June & July
93 B. District Counsel
94 Mr. Earlywine had nothing to report.
95 C. District Engineer
96 The District Engineer was not present.
97 D. District Manager
98 1. Exhibit 17: Consideration of FY 2026 Performance Standards & Measures

99 On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the
100 FY 2026 Performance Standards & Measures, for the Seminole Palms Community Development District.

101 **EIGHTH ORDER OF BUSINESS – Supervisors’ Requests**

102 Supervisor Fife asked if current contract with Lake Pros was amended to include the 4
103 ponds in the “Enclave” section of the development.

104 **NINTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda** *(limited to 3*
105 *minutes per individual)*

106 A resident asked about the USPS delivery of mail. Discussion ensued.
107 A resident asked about the street sign completion on Serano and entry sign. Discussion
108 ensued.
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TENTH ORDER OF BUSINESS – Adjournment

Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Fife made a motion to adjourn the meeting.

On a MOTION by Mr. Fife, SECONDED by Ms. Kiernan, WITH ALL IN FAVOR, the Board adjourned the meeting at 11:29 a.m. for the Seminole Palms Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on October 27, 2025.

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2

*Seminole Palms
Community Development District*

*Financial Statements
(Unaudited)*

*Period Ending
September 30, 2025*



**Seminole Palms
Community Development District
Balance Sheet
September 30, 2025**

	General Fund	Debt Service 2023	Debt Service 2024	2023 Acq & Const Fund	2024 Acq & Const Fund	Total
Assets:						
Cash	\$ 72,058	\$ -	\$ -	\$ 129	\$ -	\$ 72,188
Investments:						
Revenue	-	108,253	75,467	-	-	183,720
Reserve	-	396,083	1,343,822	-	-	1,739,904
Interest	-	2,867	21,318	-	-	24,184
Prepayment	-	327,439	405,967	-	-	733,406
Sinking	-	1	-	-	-	1
Cost of Issuance	-	-	59	-	-	59
Acquisition & Construction	-	-	-	104,044	8,326,586	8,430,630
Accounts Receivable	48,242	-	-	584,537	-	632,779
Due from Other Funds	-	-	-	-	-	-
Undeposited Funds	-	-	-	-	-	-
Due from Other Governmental Units	-	-	-	-	-	-
Deposits	6,526	-	-	-	-	6,526
Prepaid Items	-	-	-	-	-	-
Total Assets	\$ 126,826	\$ 834,642	\$ 1,846,633	\$ 688,710	\$ 8,326,586	\$ 11,823,397
Liabilities & Fund Balance						
Liabilities						
Accounts Payable	\$ 48,499	\$ -	\$ -	\$ 4	\$ -	\$ 48,503
Due to Developer	6,414	-	-	-	-	6,414
Due to Other Funds	-	-	-	-	-	-
Retainage Payable	-	-	-	469,209	-	469,209
Fund Balance						
Nonspendable:						
Prepaid & Deposits	-	-	-	-	-	-
Restricted for:						
Debt Service	-	834,642	1,846,633	-	-	2,681,275
Capital Projects	-	-	-	219,496	8,326,586	8,546,083
Unassigned:	71,914	-	-	-	-	71,914
Total Liabilities & Fund Balance	\$ 126,826	\$ 834,642	\$ 1,846,633	\$ 688,710	\$ 8,326,586	\$ 11,823,397

**Seminole Palms
Community Development District
General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2024 to September 30, 2025**

	FY2025 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Landowner Contribution	\$ 231,940	\$ 32,783	\$ 254,394	\$ 22,454	109.68%
Assessments On Roll	7,055	-	7,068	13	0.00%
Lot Closings	-	1,274	57,033	57,033	0.00%
Interest	-	-	-	-	-
Total Revenue	238,995	34,057	318,494	79,500	133.26%
Expenditures:					
Administrative					
Supervisor Fees	2,400	-	800	(1,600)	33.33%
District Management	20,000	1,667	20,000	0	100.00%
Administrative Services	12,750	1,063	12,750	-	100.00%
Accounting Services	12,750	1,063	12,750	-	100.00%
Assessment Administration	2,500	208	2,500	(0)	100.00%
Dissemination Agent	2,000	-	2,000	-	100.00%
Audit	-	-	3,450	3,450	0.00%
Legal	20,000	1,113	8,897	(11,104)	44.48%
Engineering	30,000	-	4,604	(25,396)	15.35%
Postage	500	-	892	392	178.31%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	6,500	68	340	(6,160)	5.23%
Annual Special District Fee	175	-	198	23	113.23%
General Liability & Pol Insurance	6,000	-	5,408	(592)	90.13%
Bank Fees	500	-	267	(233)	53.38%
Trustee Fees	-	-	7,500	7,500	0.00%
Website Hosting, ADA, Maintenance	1,515	-	1,515	-	100.00%
Admin Contingency	1,500	-	4,302	2,802	286.79%
Total Administrative	119,590	5,181	88,172	(31,418)	73.73%
Physical Environment					
Landscape Maintenance	50,000	13,300	132,558	82,558	265.12%
Pond Maintenance	15,800	-	-	(15,800)	0.00%
Landscape Inspections	13,500	-	-	(13,500)	0.00%
Field Contingency	20,000	1,755	15,670	(4,330)	78.35%
Total Physical Environment	99,300	15,055	148,228	48,928	149.27%
Utilities					
Streetlights	13,050	-	-	(13,050)	0.00%
Reclaimed Water	-	5,007	18,155	18,155	0.00%
Total Utilities	13,050	5,007	18,155	5,105	-
Total Expenditures	231,940	25,242	254,555	22,615	109.75%
Excess of Revenue Over (Under) Expenditures	7,055	8,814	63,939		
Other Financing Sources and (Uses)					
Transfer In			-		
Transfer Out			(125)		
Total Other Financing Sources and (Uses)			(125)		
Net Change in Fund Balance			63,814		
Fund Balance - Beginning			8,100		
Fund Balance - Ending			\$ 71,914		

**Seminole Palms
Community Development District
Debt Service - Series 2023**

**Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2024 to September 30, 2025**

	FY2025 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
Revenue			
Landowner Contribution	\$ 416,751	\$ 165,429	\$ (251,322)
Assessments - Off Roll	-	-	-
Assessments - On Roll	30,500	30,556	56
Lot Closing	-	950,812	950,812
Interest	-	26,148	26,148
Total Revenue	447,251	1,172,945	725,694
Expenditures			
Interest Payments			
May 1, 2025	164,141	159,736	(4,405)
November 1, 2024	162,004	165,793	3,789
Interest Pre-Payment	-	2,343	2,343
Principal Retirement			
November 1, 2024	-	160,000	160,000
May 1, 2025	90,000	270,000	180,000
Pre-Payment	-	170,000	170,000
Total Expenditures	416,145	927,872	511,727
Excess of Revenue Over (Under) Expenditures	31,106	245,073	213,967
Other Financing Sources and (Uses)			
Transfer In		-	
Transfer Out		(21,214)	
Total Other Financing Sources and (Uses)		(21,214)	
Net Change in Fund Balance		223,859	
Fund Balance - Beginning		610,782	
Fund Balance - Ending		\$ 834,642	

**Seminole Palms
Community Development District
Debt Service - Series 2024**

**Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2024 to September 30, 2025**

	FY2025 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
Revenue			
Landowner Contribution	\$ -	\$ -	\$ -
Assessments - Off Roll	-	-	-
Lot Closing	-	992,884	992,884
Interest	-	74,631	74,631
Total Revenue	-	1,067,515	1,067,515
Expenditures			
DS - Legal Services	-	-	-
DS - Trustee Fees	-	5,250	-
DS - Printing & Binding	-	-	-
DS - Miscellaneous Services	-	-	-
DS - Assessment Services	-	-	-
Interest Payments			
May 1, 2024	-	638,119	638,119
November 1, 2023	-	-	-
Interest Pre-Payment	-	6,681	6,681
Principal Retirement			
May 1, 2024	-	-	-
Pre-Payment	-	505,000	505,000
Total Expenditures	-	1,155,050	1,149,800
Excess of Revenue Over (Under) Expenditures	-	(87,535)	(82,285)
Other Financing Sources and (Uses)			
Bond Proceeds		-	-
Transfer In		-	-
Transfer Out		(25,711)	(25,711)
Total Other Financing Sources and (Uses)		(25,711)	(25,711)
Net Change in Fund Balance		(113,246)	
Fund Balance - Beginning		1,959,879	
Fund Balance - Ending		\$ 1,846,633	

Seminole Palms
Community Development District
2023 Acquisition & Construction
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2024 to September 30, 2025

	FY2025 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
Revenue			
Developer Contributions	\$ -	\$ 1,017,056	\$ 1,017,056
Interest	-	3,826	3,826
Total Revenues	-	1,020,882	1,020,882
Expenditures			
Construction in Progress	-	339,302	339,302
Total Expenditures	-	339,302	339,302
Excess of Revenue Over (Under) Expenditures		681,580	
Other Financing Sources and (Uses)			
Transfer In		21,339	
Transfer Out			
Total Other Financing Sources and (Uses)		21,339	
Net Change in Fund Balance		702,919	
Fund Balance - Beginning		(14,209)	
Fund Balance - Ending		\$ 688,709	

**Seminole Palms
Community Development District
2024 Acquisition & Construction
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2024 to September 30, 2025**

	FY2025 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
Revenue			
Developer Contributions	\$ -	\$ -	\$ -
Interest	-	514,032	514,032
Total Revenues	-	514,032	514,032
Expenditures			
Construction in Progress	-	9,221,065	9,221,065
Total Expenditures	-	9,221,065	9,221,065
Excess of Revenue Over (Under) Expenditures		(8,707,033)	
Other Financing Sources and (Uses)			
Bond Proceeds		-	
Transfer In		25,711	
Transfer Out		-	
Total Other Financing Sources and (Uses)		25,711	
Net Change in Fund Balance		(8,681,322)	
Fund Balance - Beginning		17,007,909	
Fund Balance - Ending		\$ 8,326,586	

Seminole Palms CDD

Check Register

FY2025

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2024			Balance Forward			3,465.50
10/01/2024			Deposit	5,088.54		8,554.04
10/15/2024	00025138	Kolter Land Partners LLC		18,553.80		27,107.84
10/21/2024	1085	Egis Insurance Advisors, LLC	General Liability Insurance FY 2025		5,408.00	21,699.84
10/21/2024	1086	Kimley-Horn & Assoc	Req GF2024-12		1,645.89	20,053.95
10/21/2024	1087	Kutak Rock LLP	Legal Fees		714.91	19,339.04
10/21/2024	1088	Lake Pros LLC	Lake Management for Sixteen Ponds		1,265.00	18,074.04
10/21/2024	1089	Vesta District Services			4,320.00	13,754.04
10/21/2024	1090	Yellowstone Landscape, Inc.	1x Mowing 7/24		5,200.00	8,554.04
10/31/2023				23,642.34	18,553.80	8,554.04
11/14/2024			Deposit	1,397.22		9,951.26
11/18/2024	00027259	Kolter Land Partners LLC		8,305.00		18,256.26
11/20/2024	1091	Charles R. Faulkner	Supervisor compensation BOS MTG 10/28/24		200.00	18,056.26
11/20/2024	1092	FLORIDA DEPT OF ECONOMIC OPPORTUN	2024/2025 Annual District Filing Fee		175.00	17,881.26
11/20/2024	1093	Kimley-Horn & Assoc	Req GF2025-01		800.50	17,080.76
11/20/2024	1094	Kutak Rock LLP	Legal Fees		1,864.50	15,216.26
11/20/2024	1095	Lake Pros LLC	Lake Management for Sixteen Ponds		1,265.00	13,951.26
11/20/2024	1096	Vesta District Services	District Management Services October 2024		4,000.00	9,951.26
11/30/2024				9,702.22	8,305.00	9,951.26
12/5/2024			Deposit	5,671.12		15,622.38
12/31/2024				5,671.12	-	15,622.38
01/07/2025			Deposit	37,623.91		53,246.29
01/09/2025			Deposit	3,369.80		56,616.09
01/16/2025	00030593	Kolter Land Partners LLC		9,424.56		66,040.65
01/20/2025	1097	Disclosure Technology Serv LLC	DTS MUNI - CDA SaaS 1 Year Subscription Sp Assmnt Rev Bond 2023		2,500.00	63,540.65
01/20/2025	1098	Kutak Rock LLP	Legal Fees - 10/24		1,427.50	62,113.15
01/20/2025	1099	Lake Pros LLC	Lake Management for Sixteen Ponds Dec 24		1,265.00	60,848.15
01/20/2025	1100	Vesta District Services			4,232.06	56,616.09
1/31/2025				50,418.27	9,424.56	56,616.09

02/04/2025	00031910	Kolter Land Partners LLC		8,406.75		65,022.84
02/12/2025	1101	Kimley-Horn & Assoc	Req GF2025-04		813.75	64,209.09
02/12/2025	1102	Kutak Rock LLP	Legal Fees - 11/24		2,328.00	61,881.09
02/12/2025	1103	Lake Pros LLC	Lake Management for Sixteen Ponds Jan 24		1,265.00	60,616.09
02/12/2025	1104	Vesta District Services	District Management Services January 2025		4,000.00	56,616.09
02/28/2025	14		To reclass payment made out of wrong fund		125.00	56,491.09
02/28/2025				8,406.75	8,531.75	56,491.09
03/10/2025	00033775	Kolter Land Partners LLC		15,641.00		72,132.09
03/10/2025	1105	Kimley-Horn & Assoc	Req GF2025-05		651.00	71,481.09
03/10/2025	1106	Kutak Rock LLP	Legal Fees - 12/24		150.00	71,331.09
03/10/2025	1107	Lake Pros LLC	Lake Management for Sixteen Ponds Feb 24		1,265.00	70,066.09
03/10/2025	1108	SchoolNow	CDD Website Hosting		1,515.00	68,551.09
03/10/2025	1109	Vesta District Services	District Management Services Feb 2025		4,000.00	64,551.09
03/10/2025	1110	Yellowstone Landscape, Inc.			8,060.00	56,491.09
03/27/2025	1111	Regions	Transfer of on-roll revenues for debt service		30,556.26	25,934.83
03/28/2025	00034883	Kolter Land Partners LLC		8,604.25		34,539.08
03/28/2025	1112	Kimley-Horn & Assoc	Req GF2025-02		1,139.25	33,399.83
03/28/2025	1113	Lake Pros LLC	Lake Management for Sixteen Ponds		1,265.00	32,134.83
03/28/2025	1114	Vesta District Services			6,200.00	25,934.83
03/31/2025	00035136	Kolter Land Partners LLC		27,445.00		53,379.83
03/31/2025				51,690.25	54,801.51	53,379.83
04/01/2025	1115	Charles R. Faulkner	Supervisor compensation BOS MTG 2/24/25		200.00	53,179.83
04/01/2025	1116	Kutak Rock LLP	Legal Fees - Jan 25		403.00	52,776.83
04/01/2025	1117	Lake Pros LLC	Lake Management for Sixteen Ponds March 24		1,265.00	51,511.83
04/01/2025	1118	Yellowstone Landscape, Inc.			25,577.00	25,934.83
04/02/2025			Deposit	3,356.10		29,290.93
04/22/2025	00036020	Kolter Land Partners LLC		15,810.48		45,101.41
04/22/2025	1119	City of Palm Coast, Utility Dept			531.09	44,570.32
04/22/2025	1120	Vesta District Services	Pass Thru Invoice Oct 2024		179.39	44,390.93
04/22/2025	1121	Yellowstone Landscape, Inc.	4 Bores Installation		15,100.00	29,290.93
04/29/2025			Deposit	684.92		29,975.85
4/30/2025				19,851.50	43,255.48	29,975.85
05/02/2025			Deposit	8,903.96		38,879.81
05/06/2025			Deposit	3,328.70		42,208.51

05/08/2025	050825ACH1	Bank United	operating checks		266.91	41,941.60
05/12/2025	00038026	Kolter Land Partners LLC		12,645.16		54,586.76
05/13/2025	1122	City of Palm Coast, Utility Dept			162.91	54,423.85
05/13/2025	1123	Kutak Rock LLP	Legal Fees - Feb 25		472.00	53,951.85
05/13/2025	1124	Lake Pros LLC	Lake Management for Sixteen Ponds April 24		1,265.00	52,686.85
05/13/2025	1125	Vesta District Services	Vesta Pass Thru Invoice		95.25	52,591.60
05/13/2025	1126	Yellowstone Landscape, Inc.	Monthly Lanscape Maintenance April 25		10,650.00	41,941.60
05/21/2025			Deposit	2,328.70		44,270.30
5/31/2025				27,206.52	12,912.07	44,270.30
06/02/2025			Deposit	2,013.66		46,283.96
06/06/2025			Deposit	1,684.90		47,968.86
6/30/2025				3,698.56	0.00	47,968.86
07/01/2025	00040632	Kolter Land Partners LLC		33,615.65		81,584.51
07/03/2025	1132	Charles R. Faulkner	Supervisor compensation BOS MTG 4/28/25		200.00	81,384.51
07/03/2025	1133	Kimley-Horn & Assoc	Req GF2025-09		651.00	80,733.51
07/03/2025	1134	Kutak Rock LLP	Legal Fees - March 25		707.00	80,026.51
07/03/2025	1135	Lake Pros LLC	Lake Management for Sixteen Ponds May 24		1,265.00	78,761.51
07/03/2025	1136	Regions	Trustee Fees		3,750.00	75,011.51
07/03/2025	1137	Yellowstone Landscape, Inc.			22,370.00	52,641.51
07/07/2025	00041045	Kolter Land Partners LLC		24,110.04		76,751.55
07/07/2025	070725ACH1	City of Palm Coast, Utility Dept			728.10	76,023.45
07/07/2025	070725ACH2	City of Palm Coast, Utility Dept	5/5/25 - 5/28/25		27.82	75,995.63
07/07/2025	070725ACH3	City of Palm Coast, Utility Dept			59.52	75,936.11
07/08/2025	1138	Dibartolomeo, McBee, Hartley & Barnes, PA	Audit Services for year ended Sept 30, 2024		3,450.00	72,486.11
07/08/2025	1139	Florida Power	120 Airport Commerce Center Way #SL LED		3,555.00	68,931.11
07/08/2025	1140	Kutak Rock LLP	Legal Fees - April 25		997.00	67,934.11
07/08/2025	1141	Lake Pros LLC	Lake Management for Sixteen Ponds June 24		1,265.00	66,669.11
07/08/2025	1142	Vesta District Services			8,080.25	58,588.86
07/08/2025	1143	Yellowstone Landscape, Inc.	Monthly Lanscape Maintenance June 25		10,650.00	47,938.86
07/22/2025			Deposit	7,534.12		55,472.98
07/31/2025			Deposit	10,397.06		65,870.04
07/31/2025				75,656.87	57,755.69	65,870.04
08/05/2025	080525ACH1	City of Palm Coast, Utility Dept	5/28/25 - 6/27/25		12.78	65,857.26
08/05/2025	080525ACH2	City of Palm Coast, Utility Dept	5/28/25 - 6/27/25		91.34	65,765.92

08/05/2025	080525ACH3	City of Palm Coast, Utility Dept	5/28/25 - 6/27/25	11.68	65,754.24
08/06/2025	080625ACH1	Florida Power	120 Airport Commerce Center Way #SL LED 6/11/25 - 7/3/25	775.48	64,978.76
08/08/2025	00042057	Kolter Land Partners LLC	13,418.48		78,397.24
08/08/2025	1144	Kutak Rock LLP	Legal Fees - May 25	447.00	77,950.24
08/08/2025	1145	Lake Pros LLC	Lake Management for Sixteen Ponds July 25	1,265.00	76,685.24
08/08/2025	1146	Yellowstone Landscape, Inc.		10,901.00	65,784.24
08/18/2025	00042274	Kolter Land Partners LLC	5,000.00		70,784.24
08/31/2025			18,418.48	13,504.28	70,784.24
09/02/2025		Deposit	342.46		71,126.70
09/02/2025		Deposit	931.48		72,058.18
09/11/2025	091125ACH1	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	8,511.09	63,547.09
09/11/2025	091125ACH2	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	12.78	63,534.31
09/11/2025	091125ACH3	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	11.76	63,522.55
09/11/2025	091125ACH4	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	19.55	63,503.00
09/11/2025	091125ACH5	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	90.68	63,412.32
09/11/2025	091125ACH6	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	9.40	63,402.92
09/11/2025	091125ACH7	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	9.40	63,393.52
09/11/2025	091125ACH8	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	9.40	63,384.12
09/11/2025	091125ACH9	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	9.40	63,374.72
09/11/2025	091125ACH10	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	324.19	63,050.53
09/11/2025	091125ACH11	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	389.33	62,661.20
09/11/2025	091125ACH12	City of Palm Coast, Utility Dept	6/27/25 - 7/29/25	2,125.96	60,535.24
09/12/2025	091225ACH1	Florida Power	120 Airport Commerce Center Way #SL LED 7/3/25 - 8/5/25	1,057.48	59,477.76
09/26/2025	00043505	Kolter Land Partners LLC	32,131.08		91,608.84
09/30/2025	1147	Palm Coast Observer	Legal Advertising	72.50	91,536.34
09/30/2025	1148	Vesta District Services		16,013.64	75,522.70
09/30/2025	1149	Yellowstone Landscape, Inc.	Monthly Lanscape Maintenance July 25	2,650.00	72,872.70
09/30/2025	1150	Alphagraphics Tampa Print	Mailings	814.52	72,058.18
09/30/2025			33,405.02	32,131.08	72,058.18

EXHIBIT 3

FIRST AMENDMENT TO AGREEMENT FOR POND MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR POND MAINTENANCE SERVICES
("Amendment") is made and entered into, by and between:

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located at c/o 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

LAKE PROS, LLC, a Florida limited liability company, whose mailing address is 3885 Shader Road, Orlando, Florida 32808 ("**Contractor**").

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District and the Contractor previously entered into that certain *Agreement for Pond Maintenance Services*, dated May 13, 2024, as amended ("**Agreement**"); and

WHEREAS, the District has a need to retain an independent contractor to provide pond maintenance within and around the District, and the Contractor represents that it is qualified to provide such services to the District; and

WHEREAS, the District and the Contractor now desire to amend the Agreement to add an additional scope of services.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agrees as follows:

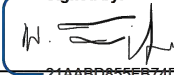
- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Amendment.
- 2. ADDITIONAL SCOPE OF SERVICES AND COMPENSATION.** The parties agree that the Agreement is hereby amended to include the maintenance of an additional ponds, as identified in **Exhibit A ("Scope of Services")**. As compensation for the Scope of Services described in this Amendment in addition to the maintenance outlined in the Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**.
- 3. AFFIRMATION OF THE AGREEMENT; CONFLICTS.** The District and the Contractor agree that nothing contained herein shall alter or amend the parties' rights and responsibilities under the Agreement, except to the extent set forth herein. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

4. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
5. **EFFECTIVE DATE.** This Amendment shall be effective after execution by both the District and the Contractor.

WHEREFORE, the parties below execute the *First Amendment to Pond Maintenance Services Agreement* to be effective as of August 29, 2025.

**SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:

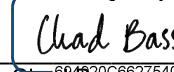


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By: Bill Fife
Its: Chair

LAKE PROS, LLC

DocuSigned by:



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By: Chad Bass
Its: Partner

EXHIBIT A: Additional Scope of Services

EXHIBIT A



Seminole Palms CDD
C/O Vesta Property Services

Contact: David McInnes, District Manager
Address: 250 International Parkway, Ste 208
City/State/Zip: Lake Mary, FL 32746
Phone: (321) 263- 0132
Email: dmcinnes@vestapropertyservices.com

This agreement, made by and between Lake Pros, LLC ("Contractor") and, Seminole Palms CDD ("Owner")

Maintenance Agreement—Lake Maintenance Service for six (6) ponds. (See Map: Pond's #19-24)

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Treatment and Inspection Reporting
- Stormwater Structure Inspections & Grate Cleaning.

Addendum #1 Monthly Lake Maintenance (19-24): \$490.00
Yearly Investment: \$5,880.00



EXHIBIT 4

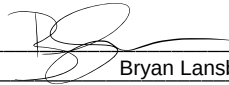
CONTRACT ADDENDUM
(Gym Equipment Lease and Installation Agreement)

The following provisions govern the agreement between the Seminole Palms Community Development District and WellFit HMC LLC dated September 24, 2025 ("**Agreement**"), which is attached hereto as **Exhibit A**:

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services, and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
3. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District 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.
4. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
5. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
6. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement 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*.
7. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
8. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has 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 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 District may immediately terminate this Agreement.
9. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
10. **CONFLICTS.** To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

IN WITNESS WHEREOF, the parties execute the foregoing Addendum.

WELLFIT HMC LLC

By: 

Its: Bryan Lansberry
CEO

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT



By: Bill Fire
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Its: Chair

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

EXHIBIT B



Seminole Palms - Life Fitness

Seminole Palms Community Development District

250 International Parkway, Suite 208
Lake Mary, FL 32746

Quote #WF-1142R4

Sept 19, 2025

WellFit HMC
8311 Arborfield Ct.
Fort Myers, FL 33912
<http://www.WellFitHMC.org>

**TO**

Seminole Palms Community Development District
 250 International Parkway, Suite 208
 Lake Mary, FL 32746
 dmcinnes@vestapropertyservices.com

FROM

Bryan Lansberry
 CEO
 WellFit HMC
 8311 Arborfield Ct.
 Fort Myers, FL 33912
 561-629-4186
 Bryan@WellFitHMC.org

WellFit HMC integrates the fundamentals of functional fitness with the latest technology trends to create unique fitness environments that promote and maintain healthy, active lifestyles. We are partnered with leading manufacturers in all categories helping our clients achieve energizing, complete, and balanced solutions. WellFit HMC supports amenity driven facilities with tailored fitness equipment and technology solutions designed to exceed today's demanding user, resident &/or guest expectation.

Description	List Price	Selling Price	QTY	Extended Price
LIFE FITNESS INTEGRITY SERIES SE4HD TREADMILL WiFi - Treadmill, SE4HD 24In TouchScreen Console, STB-SYNC & Apple GymKit	\$ 15,999.00	\$ 11,199.30	3	\$ 33,597.90
LIFE FITNESS IPTV TRANSMITTER KIT - Transmitter Kit with HDMI/IR Cable and Console Back. For use with Cable Boxes.	\$ 1,299.00	\$ 1,039.20	3	\$ 3,117.60
LIFE FITNESS INTEGRITY SERIES SE4HD ELLIPTICAL CROSS-TRAINER WiFi - Elliptical Cross Trainer, SE4HD 16In TouchScreen Console, STB-SYNC & Apple GymKit	\$ 11,999.00	\$ 8,399.30	2	\$ 16,798.60
LIFE FITNESS IPTV TRANSMITTER KIT - Transmitter Kit with HDMI/IR Cable and Console Back. For use with Cable Boxes.	\$ 1,299.00	\$ 1,039.20	2	\$ 2,078.40
LIFE FITNESS INTEGRITY SERIES SE4HD RECUMBENT BIKE - Recumbent Bike SE4HD 16In TouchScreen Console, STB-SYNC & Apple GymKit	\$ 9,599.00	\$ 6,719.30	1	\$ 6,719.30
LIFE FITNESS IPTV TRANSMITTER KIT - Transmitter Kit with HDMI/IR Cable and Console Back. For use with Cable Boxes.	\$ 1,299.00	\$ 1,039.20	1	\$ 1,039.20
TKO AIRRAID ROWER W MONITOR	\$ 2,099.00	\$ 1,899.00	1	\$ 1,899.00
ECHELON EX7s INTERACTIVE BIKE WITH 24" DISPLAY - Echelon Commercial Interactive Spin Bike with 5 Year On Demand Premium Content Access Commercial Subscription	\$ 6,199.00	\$ 4,959.20	1	\$ 4,959.20
LIFE FITNESS AXIOM SERIES CHEST PRESS	\$ 4,999.00	\$ 3,499.30	1	\$ 3,499.30
LIFE FITNESS AXIOM SERIES SEATED ROW	\$ 4,999.00	\$ 3,499.30	1	\$ 3,499.30
LIFE FITNESS AXIOM SERIES SHOULDER PRESS	\$ 5,299.00	\$ 3,709.30	1	\$ 3,709.30
LIFE FITNESS AXIOM SERIES PULLDOWN	\$ 5,599.00	\$ 3,919.30	1	\$ 3,919.30
LIFE FITNESS AXIOM SERIES SEATED LEG PRESS	\$ 6,399.00	\$ 4,479.30	1	\$ 4,479.30
LIFE FITNESS AXIOM SERIES SEATED LEG EXTENSION / LEG CURL	\$ 5,599.00	\$ 3,919.30	1	\$ 3,919.30
LIFE FITNESS AXIOM SERIES FULL SHROUD WEIGHT STACK OPTION	\$ 299.00	\$ 209.30	6	\$ 1,255.80
LIFE FITNESS SIGNATURE DUMBBELL RACK TWO TIER	\$ 1,999.00	\$ 1,399.30	1	\$ 1,399.30
RUBBER DUMBBELLS 10 Pair Set 5 - 50lbs	\$ 4,699.00	\$ 3,759.20	1	\$ 3,759.20
LIFE FITNESS ADJUSTABLE DECLINE BENCH	\$ 1,899.00	\$ 1,329.30	1	\$ 1,329.30
LIFE FITNESS MULTI ADJUSTABLE BENCH	\$ 2,199.00	\$ 1,539.30	1	\$ 1,539.30
LIFE FITNESS DUAL ADJUSTABLE PULLEY Functional Training System	\$ 9,599.00	\$ 7,007.27	1	\$ 7,007.27
LIFE FITNESS ABDOMINAL CRUNCH BENCH	\$ 2,399.00	\$ 1,679.30	1	\$ 1,679.30



Description	List Price	Selling Price	QTY	Extended Price
LIFE FITNESS BODY WEIGHT BACK EXTENSION	\$ 2,099.00	\$ 1,469.30	1	\$ 1,469.30
PRISM DELUXE STORAGE WITH RESISTANCE BANDS, MEDICINE BALLS, STABILITY BALLS & YOGA MATS	\$ 2,999.00	\$ 2,699.10	1	\$ 2,699.10
GYM WIPES STAINLESS STEEL DISPENSER with High Capacity Built-in Trash Can and Back Door Access	\$ 549.00	\$ 459.00	2	\$ 918.00
GYM WIPES 700-COUNT REFILL CASE of pre-moistened disinfecting towelettes that are safe for gym equipment, biodegradable and recyclable. Antibacterial, extra-thick 8" x 6" pre-moistened disinfecting towelettes. (4 ReFills included in case)	\$ 399.00	\$ 339.00	2	\$ 678.00
TARIFF SURCHARGE	\$ 2,977.83	\$ 2,977.83	1	\$ 2,977.83
EQUIPMENT PROTECTION EXTENDED PLAN 5 YEARS PARTS & LABOR	\$ 14,781.00	\$ 12,563.85	1	\$ 12,563.85
	Subtotal			\$ 132,510.55
	Freight			\$ 14,932.88
	Installation			\$ 10,142.41
	Tax			APPLICABLE
	Total			\$ 157,585.84

Tax is calculated at time of Invoice and subject to change.

Payment Terms
Standard: 50% deposit upon placing order, 40% progress payment 8 weeks from installation, 10% balance upon completion of installation.

Seminole Palms Community Development District

Signature: _____
Name: _____
Title: _____
Date: _____



EQUIPMENT PURCHASE AND SALE AGREEMENT

This EQUIPMENT PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into by and between WellFit HMC LLC, a Florida limited liability company ("**WellFit**"), and ("**Customer**") for the purchase of all products, parts and/or services to be provided by WellFit to Customer. Any different or additional terms in Customer's purchase order or any other document, whether pre-printed or otherwise, are specifically excluded. In consideration of the mutual covenants and conditions set forth below, WellFit and Customer agree as follows:

1. PURCHASE AND SALE. Customer hereby agrees to purchase fitness equipment and/or parts (collectively "**Products**") from WellFit, and WellFit hereby agrees to sell Products to Customer, pursuant to the purchase order(s) submitted by Customer in accordance with WellFit's standard order procedures. No purchase order shall be binding upon WellFit until accepted by WellFit in writing. Any and all Products provided by WellFit to Customer shall be subject to this Agreement. WellFit reserves the right, as it may deem necessary or appropriate, to modify or change its specifications prior to delivery of any Product ordered by Customer, provided that such change or modification does not materially or adversely affect the performance of the Product. The parties acknowledge and agree that any services to be provided by WellFit, other than installation, maintenance, and training services, shall be governed by this Agreement.

2. PRICES AND PAYMENT.

2.1 PURCHASE PRICE. WellFit shall invoice Customer for the purchase price of each of the products and/or parts shipped and/or services rendered pursuant to this Agreement. The invoice shall be in USD and shall include charges (as applicable) for freight, handling, taxes and other amounts payable to WellFit, as set forth in this Section 2.

2.2 PAYMENT TERMS. For Products ordered hereunder, Customer shall pay one hundred percent (100.00%) of amounts invoiced within thirty (30) days of the invoice date. All payments must be made in U.S. dollars. Outstanding balances shall accrue interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus WellFit's reasonable costs of collection.

2.3 TAXES AND CHARGES. All amounts due hereunder are exclusive of, and Customer shall pay, all sales, use and other taxes, export and import fees, customs duties, regulatory charges, and similar charges applicable to the transactions contemplated by this Agreement, (collectively "**Taxes and Charges**"). WellFit reserves the right to add applicable Taxes and Charges directly to Customer's invoice or to invoice such Taxes and Charges separately. Customer agrees to indemnify and hold WellFit harmless from and against all claims, liabilities, costs, expenses and penalties arising out of or related to Customer's failure to timely report or pay any Taxes and Charges.

2.4 SECURITY INTEREST. To secure the payment and performance of all obligations due and owed by Customer to WellFit hereunder, Customer hereby grants WellFit a Uniform Commercial Code purchase money security interest in products purchased from WellFit hereunder and proceeds therefrom. This Agreement constitutes a security agreement between Customer, as debtor, and WellFit, as secured party, under the Uniform Commercial Code, and WellFit has the rights and remedies of a secured party hereunder. Customer hereby appoints WellFit as its attorney in fact to execute such financing statements as may be required, from time to time, to perfect the security interest granted herein. WellFit may, upon default from Customer, require Customer to assemble the products and make them legally available to WellFit for repossession, including reasonable access to the facilities of Customer, and WellFit shall be entitled to all reasonable expenses of repossession, including reasonable attorney's fees incurred in connection therewith.

2.5 PRICE ADJUSTMENT FOR TARIFF AND FREIGHT. If any tax, public charge, tariff, duty, or increase therein, is now or hereafter assessed, levied, or imposed by any federal, state, municipal, or other governmental authority, (i) on the Products to be sold; (ii) or upon any sale, delivery, or other action taken hereunder; (iii) or upon the export or import of such Products; (iv) or if any change shall hereafter be made in the present custom house or railway classification of such Products or in existing freight rates applicable thereto, such change shall be borne by Customer, and the Customer shall pay WellFit any increase in such taxes or any other such tariffs, or any such duties, assessed, levied, or imposed after the date of this Agreement with respect to the Products Customer purchases hereunder.

3. DELIVERY, ACCEPTANCE AND CANCELLATIONS.

3.1 DELIVERY. WellFit shall use its best efforts in the ordinary course of business to affect deliveries to Customer as specified. In no event shall WellFit be liable for any damages, consequential, incidental, liquidated or otherwise, arising from WellFit's failure to meet any delivery date. Delays at Customer's request or due to Customer's failure may result in storage fees.

3.2 PARTIAL SHIPMENT. As products and/or parts ordered by Customer become available, WellFit may make partial shipments and each shipment shall be invoiced separately. However, in no event shall partial shipments relieve Customer from its obligation to accept shipment of the remainder of the order.

3.3 ACCEPTANCE. Customer shall be solely responsible for inspecting each delivery of Products to confirm that all Products ordered are included within such delivery. In the event a Product is missing from a delivery, Customer shall immediately inform WellFit of the missing Product(s). Products which are to be installed by WellFit shall be deemed accepted following installation in accordance with Section 4.1 below. All other Products and Custom Products shall be deemed accepted by Customer upon delivery. Acceptance of any Product shall not limit WellFit's warranty obligations under Section 5 below.



3.4 RETURNS. Except as provided in Section 5.1 with regards to warranty claims, all Product sales are final, and no returns will be accepted without WellFit's written approval. WellFit may, in its sole discretion and subject to a minimum twenty five percent (25%) restocking fee of the original purchase price, accept returns of non-defective, non-custom Products within fifteen (15) days of delivery. However, any Custom Products and/or Customer modified Products ordered from WellFit are not subject to cancellation and/or are unable to be returned.

3.5 CANCELLATION. Customer may cancel a purchase order for non-custom Products, provided such partial or total cancellation request is more than ninety (90) days from the scheduled delivery date. In the event of total or partial cancellation of any such order, Customer shall reimburse WellFit for all reasonable costs arising out of the order and its cancellation, including, but not limited to, any costs of labor, material, and overhead charges. Any purchase order for non-custom products which are refused by Customer or canceled less than ninety (90) days prior to the scheduled delivery date shall be subject to a cancellation and restocking fee of twenty-five percent (25.00%) of the original purchase price. However, any Custom Products and/or Customer modified Products ordered from WellFit are not subject to cancellation and/or are unable to be returned.

4. INSTALLATION, MAINTENANCE AND TRAINING SERVICES.

4.1 INSTALLATION. At the time the order is placed, the Customer will provide WellFit with an installation date. WellFit will make reasonable commercial efforts to install the product on or before the installation date. Product held more than 10 days after the installation date at the Customer's request will be subject to a storage fee. Product held more than 30 days past the installation date at the Customer's request may be subject to a 15% restocking fee as well as a storage fee. Partial installations require the installed product to be paid per the terms of the invoice. Subject to payment of the applicable installation fees, WellFit shall install the Products purchased by Customer hereunder; provided that Customer shall (a) provide WellFit, its employees and authorized representatives reasonable access to Customer's premises as necessary for WellFit to perform the installation services hereunder; (b) ensure a safe and suitable installation and working environment; (c) take all other steps necessary to prepare the site for installation. Customer warrants that there are adequate and sufficient services and infrastructure, including phone lines and exchange facilities, available to WellFit for the installation of the Product(s), and that such services and infrastructure are in accordance with WellFit's requirements. WellFit accepts no responsibility whatsoever for delays occasioned by the lack of availability of such services or infrastructure. In the event a site is unprepared in any way at the time of scheduled installation such that a return visit is required by WellFit for completion of the installation, Customer may be billed an additional fee at WellFit's sole discretion. Following installation, Customer has a five (5) business day acceptance period within which it is required to provide WellFit with its written acceptance of the installation. In the event installation is to occur at multiple Customer sites, the foregoing installation and acceptance procedure shall apply independently to each site, such that acceptance at a site shall not be impacted in any way or conditioned upon acceptance at any other site(s).

4.2 MAINTENANCE. WellFit shall have no obligation to provide any maintenance and support services hereunder. Customer may purchase maintenance and support services at the annual fee applicable to the level of service to be provided, subject to the terms and conditions set forth in WellFit's preventative maintenance and services agreement ("**Preventative Maintenance Services Agreement**"), a copy of which is available upon request.

4.3 TRAINING. Subject to WellFit's express consent and Customer's payment of the applicable training fees, WellFit shall provide Customer such training as Customer may order from time to time, the location, and times of which shall be mutually agreed upon by the parties.

5. LIMITED WARRANTY.

5.1 PRODUCT WARRANTY. WellFit warrants to Customer that (a) the Product(s) will be free from defects in material and workmanship and will conform to the manufacturer's applicable published specifications. The foregoing warranty shall (a) only apply for the period warranted by the manufacturer from the date of delivery to Customer (the "**Product Warranty Period**") and (b) only extends to Customer and may not be assigned or otherwise transferred to a third party. As WellFit's sole obligation, and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 5.1, WellFit or the manufacturer shall repair or, at its option, replace the defective Product, or component thereof. Unless alternative procedures have been agreed to between Customer and WellFit in a Preventative Maintenance and Services Agreement, in effect concurrently with the Product Warranty Period, to obtain warranty service Customer must contact WellFit or the manufacturer.

5.2 INSTALLATION AND SERVICES WARRANTY. WellFit warrants to Customer that the installation and training services provided hereunder will be performed in a professional manner consistent with industry standards. WellFit shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 5.2, re-perform the services which gave rise to the breach or, at WellFit's option, refund the fees paid by Customer for the services which gave rise to the breach; provided that Customer shall notify WellFit in writing of the breach within thirty (30) days following performance of the defective services, specifying the breach in reasonable detail.

5.3 WARRANTY EXCLUSIONS AND DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTIONS 5.1 AND 5.2 ABOVE, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. WELLFIT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WELLFIT DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES FURNISHED TO CUSTOMER HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN.



6. INDEMNIFICATION.

6.1 WellFit shall defend, indemnify and hold Customer, its officers, employees, agents, and assigns harmless from and against any and all liability, loss, expense (including attorneys' fees), or claims for injury or damages arising out of the performance under this Agreement related to the delivery and installation of fitness equipment, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, reckless, or intentional acts or omissions of WellFit, its officers, agents, employees, or assigns. However, WellFit shall not be liable for any claim made against WellFit unless written notice of any such claim has been provided to WellFit on a timely basis in order to allow WellFit the full opportunity to immediately investigate and/or resolve any such claim. WellFit's sole liability, whether in contract or tort, including negligence, or otherwise, for any loss or damage shall be limited to damages resulting from the performance of this Agreement, as specified herein.

6.2 Customer shall defend, indemnify and hold WellFit, its officers, employees, agents, and assigns harmless from and against any and all liability, loss, expense (including attorneys' fees), or claims for injury or damages arising out of performance under this Agreement related to the delivery and installation of fitness equipment, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, reckless, or intentional acts or omissions of Customer, its officers, agents, employees, or assigns.

6.3 Customer acknowledges and agrees that WellFit is a reseller of the equipment and products being provided for under the terms of this Agreement, and not the manufacturer of any such equipment and/or products being provided for under the terms of this Agreement. As a result, WellFit is not liable for any damage or deficiencies in equipment and/or products supplied to Customer, including, without limitation, the equipment and/or products being provided for under the terms of this Agreement. The manufacturer of the equipment and products being provided for under the terms of this Agreement, supplies a manufacturer's warranty and Customer agrees that any claims by Customer for damage or deficiencies in such equipment and/or products shall be made directly to the manufacturer and WellFit is released from any and all liability in respect of damage or deficiencies to such equipment and/or products being provided for under the terms of this Agreement.

6.4 In the event of any such recall or withdrawal of any equipment being provided for under this Agreement, Customer agrees to make any such claims for reasonable expenses incurred directly to the manufacturer of such equipment and WellFit is released from any and all liability in respect to damages and/or expenses incurred for any such recall or withdrawal of equipment being provided for under this Agreement.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL WELLFIT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE EQUIPMENT OR THE SOFTWARE OR ANY SERVICES PERFORMED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF WELLFIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WELLFIT'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, WELLFIT SHALL NOT BE LIABLE TO CUSTOMER IN RESPECT OF ANY CLAIM FOR WHICH WRITTEN NOTICE IS NOT PROVIDED TO WELLFIT WITHIN TWELVE (12) MONTHS FROM THE DATE ON WHICH THE CLAIM ARISES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION IS AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT, IN ITS ABSENCE, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

8. MISCELLANEOUS.

8.1 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Florida. All parties to this Agreement agree to submit to personal jurisdiction in the County of Lee, State of Florida, United States of America. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the applicable Federal or state court in the County of Lee, State of Florida, United States of America.

8.2 PUBLICITY. Customer agrees that WellFit may refer to its relationship with Customer in presentations and marketing materials, provided, however, WellFit will not issue any press release concerning its relationship with Customer without Customer's prior written consent (not to be unreasonably withheld). Notwithstanding the foregoing, WellFit shall not be restricted from disclosing any information as required by applicable law, regulation, or ordinance.

8.3 ASSIGNMENT. This Agreement may not be assigned to another party by either Party, either in whole or in part, without the prior written consent of the other Party, and such consent shall not be unreasonably withheld.

8.4 WAIVER. No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as waiver thereof, nor will any or a single or partial exercise of any such right or remedy preclude any other or further exercise thereof of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.



8.5 FORCE MAJEURE. Neither Party shall be responsible for any failure to perform due to causes beyond a Party's reasonable control, including but not limited to labor disputes, strikes, acts of God, fire, delays in transportation, interruption or failure of electricity or communications systems, governmental actions or any such event deemed to be a pandemic. Any delay beyond a Party's reasonable control shall be excused and the period of performance extended as may be necessary to enable the Party to perform after the cause of delay has been removed.

8.6 ATTORNEY'S FEES. If any party institutes any action or proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment) and costs

8.7 NOTICE. Except as permitted elsewhere in this Agreement, all notices or other communications required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, or by express delivery service, or delivered personally, by private courier, and followed by such mailing. Notice shall be deemed to have been given upon receipt.

8.8 AUTHORIZED PARTIES. Each of the Parties hereto represents to the other that (i) it has full power, authority and legal right to enter into and perform this Agreement, (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on each party's part, does not require any approvals or consents except such approvals and consents as have heretofore been duly obtained or which are specifically enumerated herein to which this Agreement is subject, and (iii) this Agreement does not contravene any law binding on either of the parties or contravene any agreement to which either of the parties hereto is a party or by which it is bound, or any law, governmental rule, regulation or order. Upon request, each of the parties will provide the other party with documentary evidence of its authority to enter into this Agreement.

8.9 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of WellFit and Customer by their duly authorized representatives.

9. BOLT DOWN REQUIREMENTS.

9.1 BOLT DOWN REQUIREMENTS. Manufacturers recommend that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness requires that certain strength training equipment (specifically the Synrgy 360 90, T, XS, XM, HD Elite Half Rack/Short Base, Athletic Series Rigs, Athletic Series Racks with Wing option, Cybex PWR Play, Synrgy Outdoor BlueSky and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured.
- Customer has identified and informed WellFit of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation.
- Customer has confirmed that the subfloor consists of no less than 4.0 inches of concrete.
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring.

If your order includes any of the equipment requiring bolting to the floor, consent is required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

Cardio

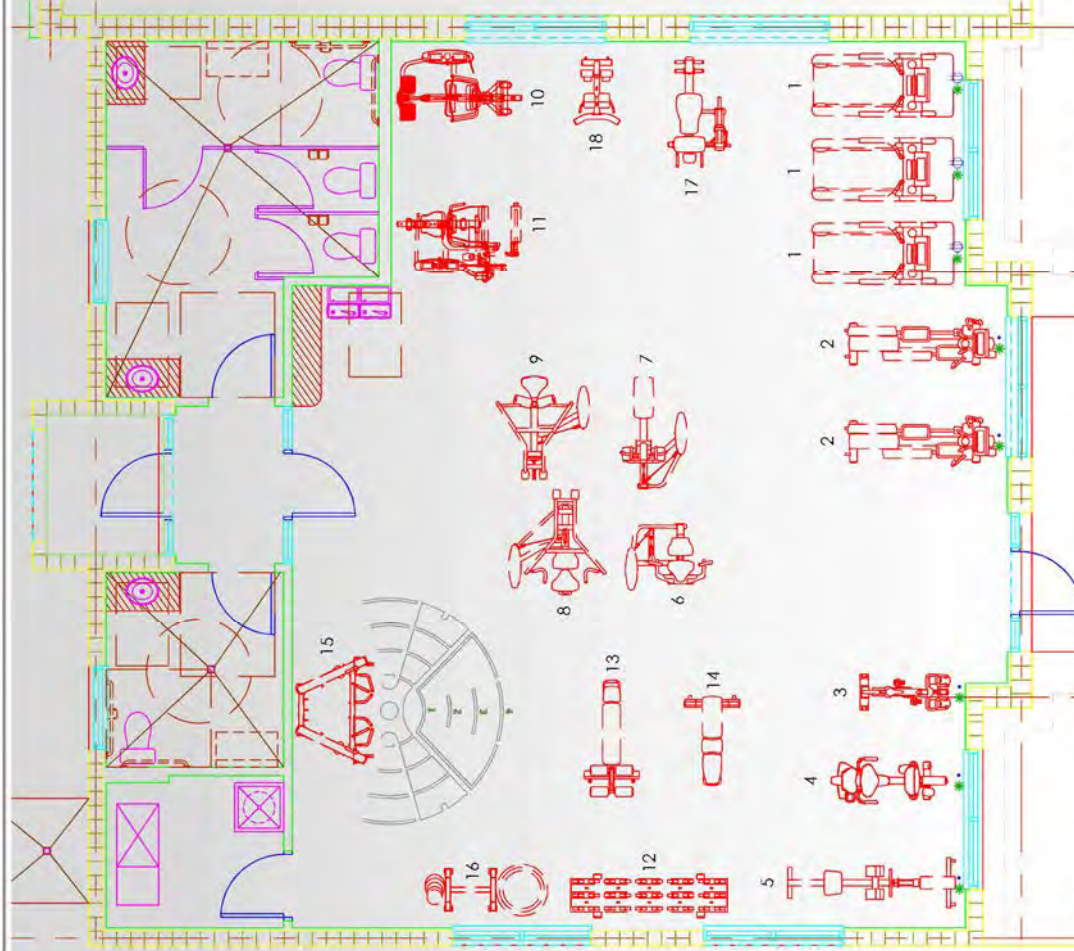
1. Treadmill
2. Elliptical
3. Interactive Spin Bikes
4. Recumbent Bike
5. Rowing Machine

Strength Training

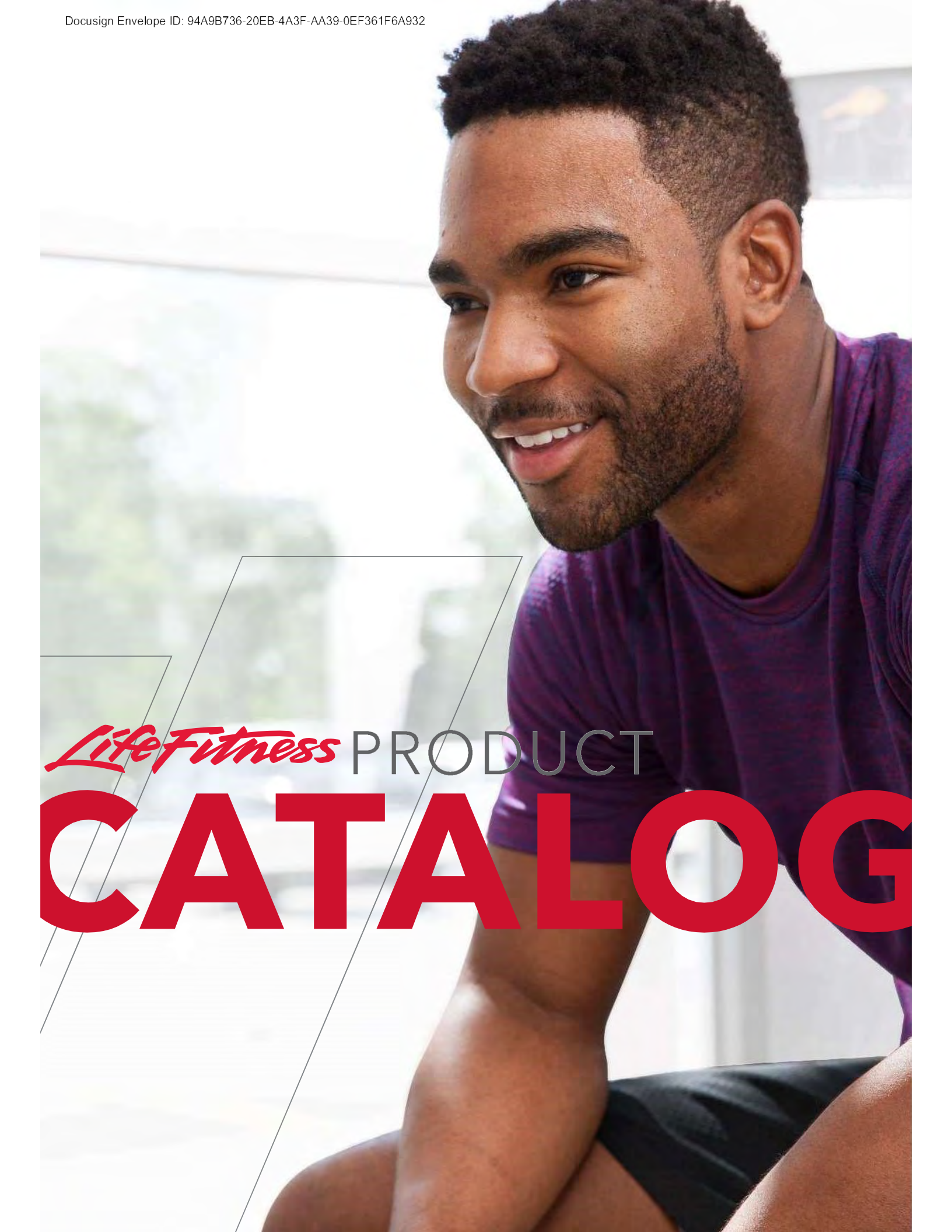
6. Chest Press
7. Seated Row
8. Shoulder Press
9. Pull Down
10. Seated Leg Press
11. Seated Leg Extension / Leg Curl
12. Dumbbell Rack 5-50lbs
13. Adjustable Decline Bench
14. Multi Adjustable Bench

Function

5. Dual Adj Pulley Functional Trainer
6. Accessory Storage – Bands, Yoga Mats, Stability Balls & Medicine Balls
7. Ab Crunch Bench
8. Body Weight Back Extension



- Power Requirements**
- Domestic:
 - Indicates 110VAC 20AMP 60 Hz
 - Dedicated line w/ 12 ga. wire
 - NEMA 5-20R PLUG
 - 110 VAC 15 AMP 60 Hz.
 - NEMA 5-15R PLUG
 - POE (in Wall) powering
 - On Demand Kiosk
 - Indicates 75 Ohm Coax Feed
 - (RG A F Connector)
 - Indicates Ethernet Cable Feed

A close-up, profile view of a smiling man with short, dark, curly hair and a light beard. He is wearing a purple t-shirt and is looking towards the left. The background is a bright, out-of-focus indoor space with large windows.

LifeFitness PRODUCT

CATALOG

INTEGRITY+SE4 TREADMILL



EXPERIENCE PREMIUM CARDIO

Combines eye-catching design with immersive experiences provided by the vivid Discover SE4 console.



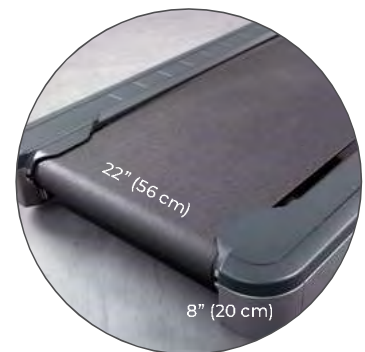
CONSOLE INNOVATION

The vivid Discover SE4 Console has a large 24" screen (16" also available) that offers an incredibly immersive workout experience and access to hundreds of workouts through Life Fitness™ On Demand+.



FLEX DECK SHOCK ABSORPTION SYSTEM

Reduces knee and joint stress by up to 30% more than non-cushioned surfaces. Eight incredibly durable Lifespring™ shock absorbers deliver consistent cushioning.



ROOM TO RUN

A low step-up height of just 8" (20 cm) and a wide running surface of 22" (56 cm) is inviting to both experienced runners and new exercisers.

Life Fitness

INTEGRITY+ SE4 TREADMILL

CONSOLE OPTIONS

Choose from the immersive experiences provided by the Discover SE4 Console (available in 24" and 16" sizes) or the get-on-and-go functionality of the SL Console.



DISCOVER SE4 CONSOLE



SL CONSOLE

SPECIFICATIONS

BASE FEATURES	
DX3™ Belt and Deck System (belt tracking system)	•
FlexDeck® 2.0 Shock Absorption System (8 Lifespring shock absorbers)	•
Speed Range	0.5 - 14 mph (0.8 - 23 kph)
Rollers: 3.5" (9 cm) precision crowned steel rollers, front and back	•
Incline	0-15%
Motor System: 4-HP AC Continuous Duty (8-HP Peak Duty) Motor. Motor efficiency rated IE2 at 2-HP	•
Side handrails	24" (61 cm)
Removable locking cup holders	2
Integrated accessory tray	•
Remote speed and incline controls	•
FRAME	
Cast aluminum lower side rails and end caps	•
Front wheels for easy mobility	•
Stride Sensor	•
Adjustment levelers for product stability	•
Quick-release removable shroud for simple serviceability	•
Robust paint (corrosion, stain, and chemical resistant coating)	•
Arctic Silver, Titanium Storm, Diamond White, Matte Black, and Black Onyx Frames	•
Optional service wheel for routine maintenance and ease of mobility	•

TECHNICAL SPECIFICATIONS	
Running surface	22 x 60" (56 x 152 cm)
Step-up height	8" (20 cm)
Max user weight	400 lbs (181 kg)
Length	82" (209 cm)
Width	36" (92 cm)
Height	56" (142 cm)
Unit weight	434 lbs (197 kg)
POWER REQUIREMENTS	
120V, 20A or 230V, 10A (varies by country) outlet	•
Japan: 100V, 20A or 200v, 10A outlet	•
WARRANTY*	
Parts and Labor	3 Years

* Visit [LifeFitness.com/warranties](https://www.lifefitness.com/warranties) for full warranty details.

LifeFitness.com

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LifeFitness

INTEGRITY+SE4 ELLIPTICAL



EXPERIENCE PREMIUM CARDIO

Combines eye-catching design, an extremely natural feeling, and immersive experiences provided by the vivid Discover SE4 console.



CONSOLE INNOVATION

The vivid Discover SE4 Console has a large 24" screen (16" also available) that offers an incredibly immersive workout experience and access to hundreds of workouts through Life Fitness™ On Demand+.



NATURAL STRIDE

The 20" (50.8 cm) stride has a smooth and fluid motion developed from years of research. A large area of knee clearance makes it comfortable for tall exercisers.



OVERSIZED FLEX FORM PEDALS

The large 15" (38 cm) Flex Form™ crowned pedal helps reduce numb foot. The non-slip pedal surface is easy to clean (available on Deluxe Base only).

Life Fitness

INTEGRITY+ SE4 ELLIPTICAL

CONSOLE OPTIONS

Choose from the immersive experiences provided by the Discover SE4 Console (available in 24" and 16" sizes) or the get-on-and-go functionality of the SL Console.



DISCOVER SE4 CONSOLE



SL CONSOLE

SPECIFICATIONS

BASE FEATURES	
20" (50.8 cm) ergonomic fixed stride	•
Multigrip handles with remote resistance controls	•
Resistance levels	0-25
Oversized 15" (38 cm) FlexForm™ pedals	•
Removable locking cup holders	1
Low step-up height	•
FRAME	
Generator drive system	•
Rear wheels for easy mobility	•
Stride Sensor	•
Adjustment levelers for product stability	•
Quick-release removable shroud for simple serviceability	•
Robust paint (corrosion, stain, and chemical resistant coating)	•
Arctic Silver, Titanium Storm, Diamond White, Matte Black, and Black Onyx Frames	•

TECHNICAL SPECIFICATIONS	
Max user weight	400 lbs (181 kg)
Length	86" (218 cm)
Width	29" (73 cm)
Height	64" (163 cm)
Unit weight	301 lbs (137 kg)
POWER REQUIREMENTS	
Self-powered (SL console only)	•
120V, 20A or 230V, 10A (varies by country) outlet	•
Japan: 100V, 20A or 200V, 10A outlet	•
WARRANTY*	
Parts and Labor	3 Years

* Visit LifeFitness.com/warranties for full warranty details.

LifeFitness.com

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LifeFitness

INTEGRITY+SE4 RECUMBENT EXERCISE BIKE



BIKE WITH CLASS

Ergonomic grips, pedals and handles combined with the immersive experiences provided by the vivid Discover SE4 console make the Lifecycle® upright an enjoyable ride.



CONSOLE INNOVATION

The vivid Discover SE4 Console has a large 24" screen (16" also available) that offers an incredibly immersive workout experience and access to hundreds of workouts through Life Fitness™ On Demand+.



A COMFORTABLE RIDE

Seat includes a back rest, lumbar support, and a wraparound adjustment lever for easy positioning. Resistance controls on side handles make in-workout adjustments easy.



GET-ON-AND-GO ACCESSIBILITY

Step-through design and front assisthandle allow for easy entry and exit. Wide, self-leveling pedals with simple buckle straps allow exercisers to get started quickly.

Life Fitness

INTEGRITY+ SE4 RECUMBENT EXERCISE BIKE

CONSOLE OPTIONS

Choose from the immersive experiences provided by the Discover SE4 Console (available in 24" and 16" sizes) or the get-on-and-go functionality of the SL Console.



DISCOVER SE4 CONSOLE



SL CONSOLE

SPECIFICATIONS

BASE FEATURES		TECHNICAL SPECIFICATIONS	
Step-through design	•	Max user weight	400 lbs (181 kg)
Front assist handle for easy entry and exit	•	Length	67" (179 cm)
Remote resistance controls	•	Width	51.5" (131 cm)
Easy adjust pedal straps	•	Height	54.5" (138 cm)
Self-leveling Wide Ride™ pedals	•	Unit weight	215 lbs (97.5 kg)
Comfort Curve™ seat with lumbar support	•	POWER REQUIREMENTS	
Wrap-around seat adjustment lever	•	Self-powered (SL Console only)	•
Fine-tuned seat adjustment positions	38	Auto Start. Brings power to console when user begins pedaling	•
Resistance levels	0-25	120V, 20A or 230V, 10A (varies by country) outlet	Required for Attachable TV and Discover Consoles
Maximum resistance (Watts)	900+	Japan: 100V, 20A or 200V, 10A outlet	Required for Attachable TV and Discover Consoles
Removable locking cup holders	2	WARRANTY*	
Integrated accessory tray	•	Parts and Labor	3 Years
FRAME		* Visit LifeFitness.com/warranties for full warranty details.	
Generator Drive System	•		
Front wheels for easy mobility	•		
Adjustment levelers for product stability	•		
Quick-release removable shroud for simple serviceability	•		
FRAME			
Robust paint (corrosion, stain, and chemical resistant coating)	•		
Arctic Silver, Titanium Storm, Diamond White, Matte Black, and Black Onyx Frames	•		

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LifeFitness

8AR

CARDIO

TKO AIRRAID ROWER

The TKO Cardio line provides high-quality with a stylish design to enhance the look of any facility. Built from the highest-end material and guaranteed to last in the highest used facilities like health clubs, college rec and high school levels.

PRODUCT SPECIFICATIONS

DIMENSIONS: 93" x 24" x 42"

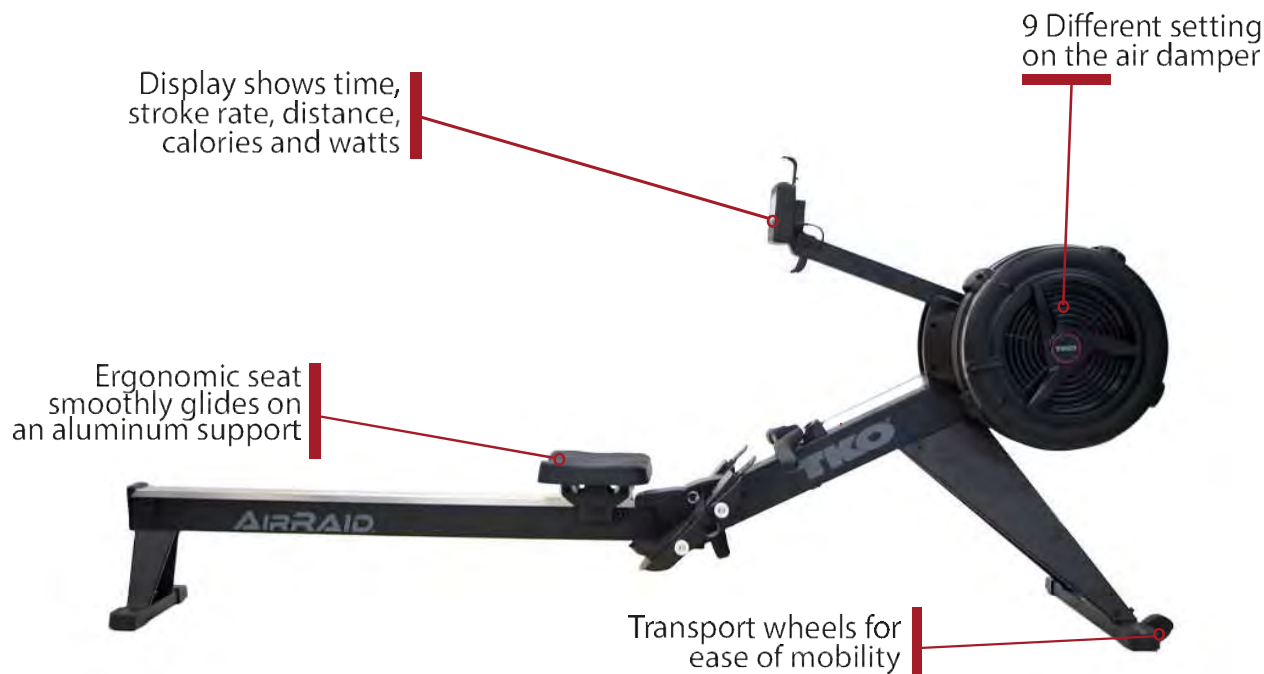
WEIGHT: 84LBS

MAX USER WEIGHT: 350LBS

WARRANTY: FRAME = 5 YEARS
PARTS = 2 YEARS
EXCLUDES NORMAL WEAR & TEAR

FEATURES & BENEFITS

| Track heart rate when connected to a heart rate monitor



561.629.4186

BRYAN@WELLFITHMC.ORG



echelonTM EX-7s

COMMERCIAL CONNECT BIKE



DISCOVER CONNECTED FITNESS

- + 24" CLASS HD TOUCHSCREEN WITH 180° FLIP ROTATION
- + UPGRADED VENTED RACING-STYLE SEAT
- + ELEVATED BULLHORN HANDLEBARS WITH ELBOW RESTS
- + ADJUSTABLE SEAT AND HANDLEBARS



LIVE & ON-DEMAND
CYCLING CLASSES



FLIP SCREEN 180° FOR
OFF-EQUIPMENT WORKOUTS

RESISTANCE

Easily vary your workout with 32 levels of silent, magnetic resistance.

DESIGN

The seat is designed to support your body and optimize RPMs, removing functional barriers to performance.

PERFORMANCE

Track workout stats in real-time like Leaderboard ranking, distance, speed, and total output during every ride.

THE ECHELON COMMERCIAL SUBSCRIPTION

Introducing A Next-Level Fitness Experience

WORKOUTS FOR EVERYONE

Choose from an expansive list of workout levels and types to match your mood and goals.

ONE MEMBERSHIP, UNLIMITED GUESTS

With one commercial subscription per modality your guests will enjoy unlimited and full access to all Echelon content.

EXCLUSIVE LICENSED MUSIC

Work out to the hottest music from top artists with Echelon's premium music and entertainment.

Content may not be available in all countries.

EX-7s FEATURES

- + 24" CLASS HD TOUCHSCREEN FLIPS 180°
 - + ADJUSTABLE ERGONOMIC HANDLEBARS
 - + (2) HEAVY-DUTY WATER BOTTLE HOLDERS
 - + FRONT WHEELS FOR MOBILITY
- + 32 LEVELS OF MAGNETIC RESISTANCE
 - + SPD-COMPATIBLE PEDALS
 - + RACING-STYLE SEAT
 - + MOUNTED DUMBBELL RACK (WEIGHTS SOLD SEPARATELY)

SPECIFICATIONS

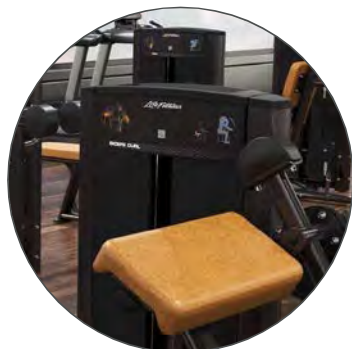
MODEL #	ECHEX-7S
POWER REQUIREMENTS	110V AC or 240V (2 ports; front and rear frame)
INTERNET REQUIREMENTS	Ethernet wired OR WiFi (download speed > 25 Mbits/s; upload > 512 Kbits/s)
TOUCHSCREEN	24" Class HD Touchscreen with 180° Pivot Adjustment
AUDIO FEATURES	User-facing dual speakers; <i>Bluetooth</i> ® audio; standard 3.5mm audio jack
PRODUCT WEIGHT	124 lbs (56 kg)
FOOTPRINT	37" × 20" (95 cm × 51 cm)
USER HEIGHT RANGE	4'5" – 6'8" (134 cm – 203 cm)
USER WEIGHT LIMIT	300 lbs (136 kg)
WORKOUT DATA DISPLAYED	Live Leaderboard; Watts; RPM; MPH; Calories; Distance; Time; Heart Rate; Resistance Level
HEART RATE	<i>Bluetooth</i> ® telemetry
WATER BOTTLE HOLDERS	(2) Heavy-duty comfort coated steel
DUMBBELL HOLDERS	(2) Included; Holds up to 2-lb weights (weights sold separately)
ADJUSTABILITY	Quad-adjustable: Seat up/down; Seat fore/aft; Handlebars up/down; Handlebars fore/aft
PEDALS	Commercial-grade SPD clips and toe cages
CRANK	Commercial-grade
DRIVE SYSTEM	Kevlar PolyV power drive belt
RESISTANCE SYSTEM	Motorized magnetic resistance, with neodymium rare earth magnets
SAFETY BRAKE	Simple brake lever
WARRANTY	2 Years Parts / 2 Years Labor; Home and Commercial up to 6 hours use per day; (Extended subscription of 3 years or 5 years includes matching extended parts warranty)

AXIOM SERIES

ATTRACTIVE. EFFICIENT. RELIABLE.

Axiom Series is a comprehensive line of strength equipment that includes single and dual-exercise selectorized units, a dual adjustable pulley, and benches and racks. Inviting design and inviting exerciser functionality combine to create a strength line ideal for any facility.

Shown: Axiom Series Single-Exercise Machines with Midnight Metallic frame and Wheat upholstery.



INVITING DESIGN

Axiom Series features a low-profile, modern tower design that allows for clear sight lines across the floor and can upgrade the appearance of any facility.



INTUITIVE FUNCTIONALITY

Familiar biomechanics, easy machine setup and easy-to-read instructional placards with QR codes combine to make Axiom Series easy to use for any level of exerciser.



CRAFTED WITH PRECISION

Expertly engineered weight stacks, guide rods, pulleys and cables create a smooth feel for exercisers. Components are rigorously tested to exceed industry standards.

LifeFitness

AXIOM SERIES

SINGLE AND DUAL-EXERCISE MACHINE FEATURES



Shown: Life Fitness Axiom Series Chest Press

SHROUD OPTIONS



FULL SHROUD



REAR SHROUD ONLY

Shown: Life Fitness Axiom Series Shoulder Press

Platinum frame color and Black Single Stitch upholstery are standard, other colors available.

LifeFitness

AXIOM SERIES

SINGLE-EXERCISE MACHINES



CHEST PRESS
OP-CP



SEATED ROW
OP-RW



SHOULDER PRESS
OP-SP



LAT PULLDOWN
OP-PD



LEG CURL
OP-LC



LEG PRESS
OP-LP



LifeFitness

AXIOM SERIES

SPECIFICATIONS - SINGLE-EXERCISE STATIONS

NAME	CODE	DIMENSIONS (L X W X H)	PRODUCT WEIGHT	WEIGHT STACK
Abdominal	OP-AB	50" x 41" x 53" (127 cm x 104 cm x 135 cm)	384 lbs (174.2 kg)	142.5 lbs (71.25 kg)
Biceps Curl	OP-BC	55" x 41" x 53" (139 cm x 104 cm x 135 cm)	403 lbs (182.8 kg)	172.5 lbs (86.25 kg)
Chest Press	OP-CP	44" x 51" x 53" (112 cm x 129 cm x 135 cm)	462 lbs (210 kg)	202.5 lbs (101.25 kg)
Lat Pulldown	OP-PD	63" x 55" x 73" (152 cm x 140 cm x 185 cm)	459 lbs (208.2 kg)	202.5 lbs (101.25 kg)
Leg Curl	OP-LC	65" x 43" x 53" (165 cm x 109 cm x 135 cm)	405 lbs (183.7 kg)	202.5 lbs (101.25 kg)
Leg Extension	OP-LE	55" x 41" x 53" (139 cm x 104 cm x 135 cm)	435 lbs (197.3 kg)	202.5 lbs (101.25 kg)
Leg Press	OP-LP	86" x 40" x 53" (218 cm x 102 cm x 135 cm)	594 lbs (269.4 kg)	262.5 lbs (131.25 kg)
Seated Row	OP-RW	65" x 40" x 53" (165 cm x 102 cm x 135 cm)	459 lbs (208.2 kg)	202.5 lbs (101.25 kg)
Shoulder Press	OP-SP	61" x 55" x 53" (155 cm x 140 cm x 135 cm)	484 lbs (219.5 kg)	172.5 lbs (86.25 kg)
Triceps Extension	OP-TE	55" x 41" x 53" (139 cm x 104 cm x 135 cm)	379 lbs (171.9 kg)	142.5 lbs (71.25 kg)

SPECIFICATIONS - FLEXIBILITY

NAME	CODE	DIMENSIONS (L X W X H)	PRODUCT WEIGHT	WEIGHT STACK
Flexibility Trainer	OP-FS	54" x 23" x 43" (137 cm x 58 cm x 109 cm)	78 lbs (35 kg)	N/A

Axiom Series strength equipment has a max user weight of 300 lbs (136 kgs)

STRENGTH PRODUCTS



TWO-TIER DUMBBELL RACK / SDR2



ADJUSTABLE DECLINE / ABDOMINAL BENCH / SADB



MULTI-ADJUSTABLE BENCH / SMAB

SIGNATURE SERIES	CODE	WEIGHT STACK	DIMENSIONS (L X W X H)	WEIGHT
2Tier Dumbbell Rack	SDR2	N/A	90" x 25" x 33" (229 cm x 64 cm x 84 cm)	275 lb (125 kg)
Decline Bench	SADB	N/A	61" x 44" x 32" (155 cm x 112 cm x 81 cm)	135 lb (61 kg)
Adjustable Bench	SMAB	N/A	53" x 32" x 45" (135 cm x 81 cm x 114 cm)	125 lb (57 kg)

Dual Adjustable Pulley CMDAP

Signature Cable Motion – Dual Adjustable Pulley

Size (L x W x H): 45" x 62" x 94"

Metric (cm): 113 x 156 x 240

Recommended Live Area (L x W x H): 217" x 410" x 112"

Metric (cm): 551 x 1041 x 285

Weight: 1301 lbs (590 kg)

Weight Stack: 2 x 390 lbs (2 x 177 kg)

Max User Weight: 300 lbs (136 kg)

Resistance per handle:

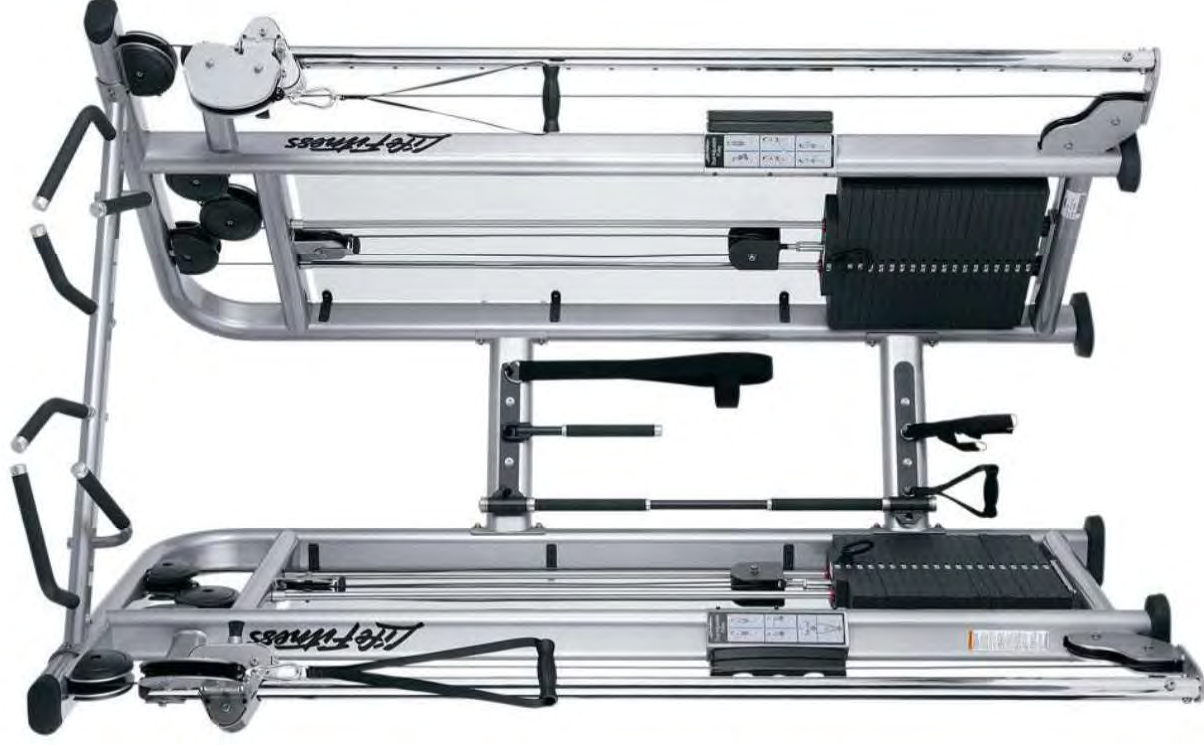
Ratio: 1:4

Effective User Resistance: 97.5 lbs (44.25 kg)

Key Features:

- Has 6 Chin-up handles
- 6 – Accessory Storage Hangers
- Accessories included: 2 – Short Strap Handles, 2 – Long Strap Handles, LE/LC Strap, Sport Bar, Tricep Rope, 4-Way Ankle Strap, Belt, Long Bar
- Cable Travel: 11' 8"
- Carriage Adjustments: 22
- Minimum Distance between cables: 40"

LifeFitness



INSIGNIA SERIES



AB CRUNCH BENCH / SABB



BACK EXTENSION / SBE

SIGNATURE SERIES BENCHES AND RACKS	CODE	DIMENSIONS (L X W X H)	WEIGHT
Ab Crunch Bench	SABB	62" x 32" x 38" (158 cm x 82 cm x 97 cm)	141 lb (64 kg)
Back Extension	SBE	50" x 37" x 38" (127 cm x 94 cm x 97 cm)	160 lb (73 kg)

SMART CHOICE FOR UNATTENDED FITNESS FACILITIES.

- ① keeps products organized
- ② professional design
- ③ easy to order



Smart SELF-GUIDED PROGRAM

Products that provide results and are easy to use!

IT'S NEVER BEEN EASIER!

- Commercial-grade product can be used in any environment
- Multiple exercises on product guides users through an effective workout program
- All Self-Guided product packaged with unique storage solutions
- Select the perfect Self-Guided fitness package based on your facility's unique needs



- Convenient Storage Display allow for easy access to a variety of fitn training products
- Includes the following product:
(2) 16mm Exercise Mats
(2) Rollers
(1 each) 4lb and 10lb Medicine B;
(2 each) 6lb and 8lb Medicine Bal
(1 each) 55cm, 65cm, and 75cm
Stability Balls
(1 each) 20lb, 30lb, 50lb, 70lb,
and 90lb Resistance Cables
(5 pairs) Quick Switch
Flex Handles
- Dimensions: 68"W x 34"D x 74"H



SKU400-150-131

EXHIBIT 5

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

**NOTICE OF PARTIAL RELEASE OF
TRUE-UP AGREEMENT (2023 BONDS)**

PLEASE TAKE NOTICE that the Seminole Palms Community Development District (“**District**”) and CRE-KL Seminole Woods Owner, LLC (“**Developer**”) hereby release the “**Property**” described in **Exhibit A** from all rights and obligations under that certain *True-Up Agreement (2023 Bonds)* (“**True-Up Agreement**”) recorded as Instrument 2023029576, Book 2795, Page 701 et seq. in the Public Records of Flagler County, Florida; provided, however, that such release only applies to the Property and does not affect any rights or obligations under the True-Up Agreement as the True-Up Agreement relates to any other property within the boundaries of the District other than the Property.

Please contact the office of the District Manager at Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, 321-263-0132, for additional information.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute the *Notice of Partial Release of True-Up Agreement* to be effective as of the execution and recording of the same.

WITNESS

SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Name: DALLENE J. MIKLOS
Address: 14025 RIVERSIDE DR. #175
TAMPA, FL 33637

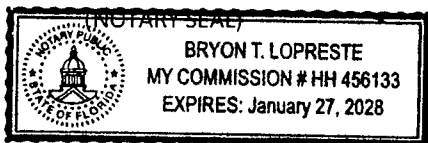
By: [Signature]
Name: William Fife
Title: Chairperson

By: [Signature]
Name: BRYON T. LOPRESTE
Address: 14025 RIVERSIDE DR. #175
TAMPA, FL 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of October, 2025, by WILLIAM FIFE, CHAIRMAN, of SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Name: BRYON T. LOPRESTE
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[SIGNATURE PAGE FOR NOTICE OF PARTIAL RELEASE OF TRUE-UP AGREEMENT]

WITNESS

CRE-KL SEMINOLE WOODS OWNER, LLC

By: [Signature]
 Name: DARLENE J. MIKLOS
 Address: 14025 RIVERIDGE DR. #175
TAMPA FL 33637

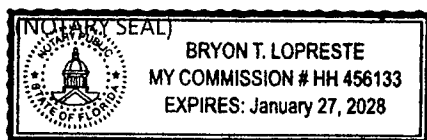
By: [Signature]
 Name: James P. Harvey
 Title: Authorized Signatory

By: [Signature]
 Name: BRYON T. LOPRESTE
 Address: 14025 RIVERIDGE DR. #175
TAMPA FL 33637

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of October, 2025, by James P. Harvey, as authorized signatory of CRE-KL SEMINOLE WOODS OWNER, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA



Name: BRYON T. LOPRESTE
 (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description for Property

Lots 157, 158, and 159, as shown on plat entitled "SEMINOLE PALMS PHASE 2" recorded in Plat Book 44, Pages 33 through 42, inclusive, of the Public Records of Flagler County, Florida.

EXHIBIT 6

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA TWO PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Seminole Palms Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of June 1, 2023, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable; *Acquisition Agreement, dated August 18, 2022*
- (C) Name of Payee: *CRE-KL Seminole Woods Owner, LLC*
- (D) Amount Payable: *\$88,294.09*
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of partial progress for Assessment Area Two improvements (Pay Apps #11-12)**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2024 Project; and
- 4. each disbursement represents a Cost of the 2024 Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

**SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

Date: 7/29/25

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

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2024 Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2024 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2024 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) to the best of the Consulting Engineer's knowledge and belief, all currently required environmental and other regulatory approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2024 Project for which disbursement is made have been obtained, from all applicable regulatory bodies (notwithstanding the foregoing the Consulting Engineer makes no guarantee or warranty that approvals and/or permits will be obtained); and (D) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2024 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

 7/29/25
Consulting Engineer

WIRE TRANSFER INSTRUCTIONS

**WELLS FARGO BANK N.A.
420 Montgomery
San Francisco, CA 94104**

ABA #121000248

**FOR CREDIT TO:
CRE-KL SEMINOLE WOODS OWNER, LLC**

ACCOUNT #4879332377

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT

[SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – ENCLAVE AT SEMINOLE WOODS]

Payment Applications #11-12 (together, "Pay Application")

Total Pay Application Amount: \$112,777.69

CDD Eligible Amount: \$88,294.09

Developer: CRE-KL Seminole Woods Owner, LLC ("Developer")

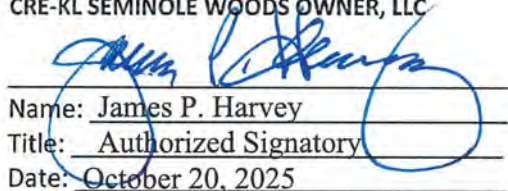
Contractor: The Briar Team LLC ("Contractor")

Site CDD Work Contract: *Contractor Agreement*, dated January 24, 2024 ("Contract")

Engineer's Report: *Revised Master and First Supplemental Engineer's Report*, dated August 19, 2022, as updated February 22, 2023 (together, "Engineer's Report")

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated August 18, 2022.

CRE-KL SEMINOLE WOODS OWNER, LLC

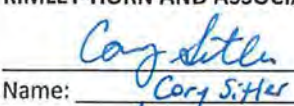

Name: James P. Harvey

Title: Authorized Signatory

Date: October 20, 2025

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

KIMLEY-HORN AND ASSOCIATES INC.


Name: Cory S. Her

Title: Associate

Date: 7/29/25

Exhibit A: Payment Application, with District Items Identified

Exhibit B: Contractor Partial Release for Payment Application

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT

[SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT – ENCLAVE AT SEMINOLE WOODS]

Payment Applications #11-12 (together, "Pay Application")

Total Pay Application Amount: \$112,777.69

CDD Eligible Amount: \$88,294.09

Contractor: The Briar Team LLC ("Contractor")

Site Work Contract: *Contractor Agreement*, dated January 24, 2024 ("Contract")

THIS BILL OF SALE is made to be effective as of the 29th day of July, 2025, by and between **CRE-KL Seminole Woods Owner, LLC**, a Delaware limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1st Street, Delray Beach, Florida 33444 and **Seminole Palms Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 250 International Parkway, Suite 208, Lake Mary, Florida 32746.

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

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

Signed, sealed and delivered by:

CRE-KL SEMINOLE WOODS OWNER, LLC

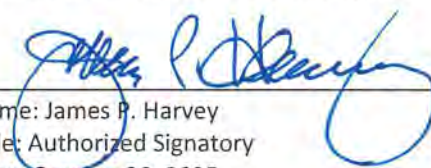

Name: James P. Harvey
Title: Authorized Signatory
Date: October 20, 2025

Exhibit A: Pay Application, with District Items Identified

KOLTER

Check Request				
CRE-KL Seminole Woods Owner LLC				
Vendor Name	The Briar Team LLC			
Vendor Code	BRITEA			
Invoice #	2873/APP11			
Invoice Date	3/31/2025			
APPLY TO PO #	2873			
Special Handling Instructions:	S/H - FedEx overnight			
Additional Information				
Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278		\$ 55,683.87	\$ 5,568.39	\$ 50,115.47
	Total This Draw	\$ 55,683.87	\$ 5,568.39	\$ 50,115.47
Prepared by: Alexandra Linares		Date:	04/09/25	PAY THIS AMOUNT
Approved by: Haley Kiernan				

Paid				
	Payment Amount	LandDev Retention	Total Retention	Total Payment
App #1	409,089.61	40,908.96	40,908.96	368,180.65
App #2	1,135,020.32			1,135,020.32
App #3	907,272.41	90,727.24	90,727.24	816,545.17
App #4	976,861.69	97,686.17	97,686.17	879,175.52
App #5	669,917.77	66,991.77	66,991.77	602,926.00
App #6	698,817.10	69,881.73	69,881.73	628,935.37
App #7	285,300.63	28,530.06	28,530.06	256,770.57
App #8	1,237,542.36	123,754.24	123,754.24	1,113,788.09
App #9	359,562.85	35,956.29	35,956.29	323,606.55
App #10	937,607.65	93,760.77	93,760.77	843,846.87
App #11	55,683.87	5,568.39	5,568.39	50,115.48
	7,672,676.26	653,765.60	653,765.60	7,018,910.59

Retainage was not held on app2;ap

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 6600



To Owner: CRE-KL SEMINOLE WOODS OWNER,
14025 RIVEREDGE DR., SUITE 175

Project: 1185- ENCLAVE AT SEMINOLE WOODS
(PO#2873)

Application No.: 11

Distribution to:

☐	Owner
☐	Engineer
☐	Contractor

TAMPA, FL 33637

Period To: 3/31/2025

From Contractor: THE BRIAR TEAM LLC
4570 Orange Blvd
Sanford, FL 32771

Via Engineer:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

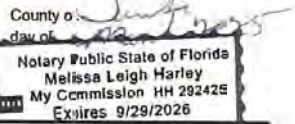
1. Original Contract Sum	\$7,514,129.02
2. Net Change By Change Order	\$228,172.04
3. Contract Sum To Date	\$7,742,301.06
4. Total Completed and Stored To Date	\$7,672,676.36
5. Retainage:	
a. 152% of Completed Work	\$653,765.81
b. 100% of Stored Material	\$0.00
Total Retainage	\$653,765.81
6. Total Earned Less Retainage	\$7,018,910.55
7. Less Previous Certificates For Payments	\$6,968,795.08
8. Current Payment Due	\$50,115.47
9. Balance To Finish, Plus Retainage	\$723,390.51

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

CONTRACTOR: THE BRIAR TEAM LLC

By: [Signature] Date: 3/10/25

State of: Florida
Subscribed and sworn to before me this 19th
Notary Public: [Signature]
My Commission expires: 9/29/2026



ENGINEER'S OPINION FOR PAYMENT

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

AMOUNT OPINIONED \$50,115.47

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: [Signature] Date: 3/27/25

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$1,278,462.80	\$1,050,290.76
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$1,278,462.80	\$1,050,290.76
Net Changes By Change Order	\$228,172.04	

Purchase Order: 2873

KOLTER

PO Name: The Briar Team - Enclave Phase 1 & 2 and
CO #1
Ordered: 6/8/2024
Revised:

Community: CRE-KL Seminole Woods
Owner LLC

Vendor: The Briar Team (BRITEA)
1570 ORANGE BLVD,
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 4

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork CO #1	0	(\$116,769.89)	(\$116,769.89)	\$0.00
	0.00	LS	- Mobilization - Earthwork 4A	0	\$1,681,106.17	\$1,681,106.17	\$1,544,109.93
	0.00	LS	- Mobilization - Earthwork	0	\$5,833,022.85	\$5,833,022.85	\$0.00

Payment Information

Draw

Draw Amounts

Subtotal: \$7,397,359.13
Total Tax: \$0.00
Purchase Order Total: \$7,397,359.13
Invoiced To Date: \$1,544,109.93

Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

AMERICAN IN-LINE INSPECTION
415 TIMAQUAN TRAIL
EDGEWATER FL 32132 US
386.408.5446
CLAUDETTE GREEN

CONRAD YELVINGTON
PO BOX 198350
ATLANTA GA 30374-8350 US
386.257.5504
SARAH ALMENGOR

DIKIE LIME & STONE COMPANY
2441 E FORT KING STREET
SUITE 201
OCALA FL 34471-2558 US
352.512.0180
HEIKE BORGER

FORTILINE WATERWORKS
P. O. BOX 744053
ATLANTA GA 30384-4053 US
817.437.0751
NICOLE FLOBECK

NATIONAL TRENCH SAFETY
PO BOX 51373
LOS ANGELES CA 90051-5673 US
LETICIA TAUVASA
800.821.4478 XT 1069

P & S PAVING INC
3701 OLSON DRIVE
DAYTONA BEACH FL 32124 US
Wende Lee
386.258.7911

RINKER MATERIALS
PO BOX 938217
ATLANTA GA 31193-8217 US
VERONICA ALFONSO
786.753.6192

SEMINOLE ASPHALT PAVING INC.
2283 WEST AIRPORT BLVD.
SANFORD FL 32771 US
SARA MYNATT
407.323.0111

WBE ENVIRO dba FL SILT FENCING
PO BOX 740215
ORANGE CITY FL 32774-0215 US
JOELLE DEVANE
386.753.0575



WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of \$ 50,115.47 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 3/25/2025 to CRE KL Seminole Woods Owner, LLC on the job of Enclave at Seminole Woods to the following described property:

Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD, PALM COAST, FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: 3/19/25

Lienor's Name: The Briar Team, LLC

By: Richard Harbach

Printed Name: Richard Harbach

Title: CFO

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19 day of March, 2025 by Richard Harbach

Melissa Leigh Harley
Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a wavier or release of lien that is different from the statutory form.

CONTINUATION SHEET

Page 2 of 10

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11

Application Date : 03/18/25

To: 03/31/25

Engineer's Project No.:

Invoice # : 6690

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage	
			From Previous Application (D+E)	This Period In Place						
					(Not in D or E)	(D+E+F)				
	A. PH 1 SITE WORK									
	PHASE 1	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	construction entrance	15,936.39	15,936.39	0.00	0.00	15,936.39	100.00%	0.00	852.77	
	clearing, grub,chip & haul	461,748.15	461,748.15	0.00	0.00	461,748.15	100.00%	0.00	24,795.87	
	disking	25,139.94	25,139.94	0.00	0.00	25,139.94	100.00%	0.00	1,350.02	
	well abandonment (budgetary price for 6")	21,804.82	21,804.82	0.00	0.00	21,804.82	100.00%	0.00	1,675.70	
	demucking	13,792.00	13,792.00	0.00	0.00	13,792.00	100.00%	0.00	740.63	
	mass excavation (cut)	16,200.00	16,200.00	0.00	0.00	16,200.00	100.00%	0.00	869.94	
	mass excavation (fill)	71,722.00	71,722.00	0.00	0.00	71,722.00	100.00%	0.00	5,843.91	
	retention pond (cut)	594,826.00	594,826.00	0.00	0.00	594,826.00	100.00%	0.00	48,466.42	
	retention pond (fill)	5,568.00	5,568.00	0.00	0.00	5,568.00	100.00%	0.00	299.00	
	existing pond dewatering	35,281.51	35,281.51	0.00	0.00	35,281.51	100.00%	0.00	1,894.62	
	fine grade lots	43,341.48	43,341.48	0.00	0.00	43,341.48	100.00%	0.00	4,334.15	
	sod pond slopes (bahia)	117,555.00	105,799.50	11,755.50	0.00	117,555.00	100.00%	0.00	11,755.50	
	sod open tracts (bahia)	16,596.00	8,298.00	0.00	0.00	8,298.00	50.00%	8,298.00	829.80	
	sod 4:1 slopes (bahia)	176,102.00	149,686.70	0.00	0.00	149,686.70	85.00%	26,415.30	14,968.67	
	seed lots	28,204.00	0.00	0.00	0.00	0.00	0.00%	28,204.00	0.00	
	modular block retaining wall (gray in color)	49,501.50	49,501.50	0.00	0.00	49,501.50	100.00%	0.00	4,950.15	
	grout wall reinforcement & 42" black aluminum handrail	44,571.20	44,571.20	0.00	0.00	44,571.20	100.00%	0.00	4,457.12	
	PH 1 SITE WORK Totals	1,737,889.99	1,663,217.19	11,755.50	0.00	1,674,972.69	96.38%	62,917.30	128,084.27	
	B. PH 1 SANITARY									
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	lift station (22-24')	520,742.62	520,742.62	0.00	0.00	520,742.62	100.00%	0.00	56,773.15	
	manholes 0/6	14,121.10	14,121.10	0.00	0.00	14,121.10	100.00%	0.00	1,065.21	
	manholes 6/8	24,678.21	24,678.21	0.00	0.00	24,678.21	100.00%	0.00	1,896.52	
	manholes 8/10	27,988.20	27,988.20	0.00	0.00	27,988.20	100.00%	0.00	2,150.89	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11

Application Date : 03/18/25

To: 03/31/25

Engineer's Project No.:

Invoice # : 6690

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	manholes 10/12	47,140.96	47,140.96	0.00	0.00	47,140.96	100.00%	0.00	3,622.79
	manholes 12/14	26,770.90	26,770.90	0.00	0.00	26,770.90	100.00%	0.00	2,057.34
	manholes 14/16	29,548.54	29,548.54	0.00	0.00	29,548.54	100.00%	0.00	2,270.80
	lined manholes 16/18	23,663.36	23,663.36	0.00	0.00	23,663.36	100.00%	0.00	1,818.53
	drop connection	1,552.24	1,552.24	0.00	0.00	1,552.24	100.00%	0.00	155.22
	8" PVC 0/6	7,158.10	7,158.10	0.00	0.00	7,158.10	100.00%	0.00	550.11
	8" PVC 6/8	20,396.80	20,396.80	0.00	0.00	20,396.80	100.00%	0.00	1,567.49
	8" PVC 8/10	19,950.40	19,950.40	0.00	0.00	19,950.40	100.00%	0.00	1,533.19
	8" PVC 10/12	38,087.01	38,087.01	0.00	0.00	38,087.01	100.00%	0.00	2,927.00
	8" PVC 12/14	23,649.28	23,649.28	0.00	0.00	23,649.28	100.00%	0.00	1,817.44
	8" PVC 14/16	22,455.52	22,455.52	0.00	0.00	22,455.52	100.00%	0.00	1,725.71
	8" PVC 16/18	16,251.20	16,251.20	0.00	0.00	16,251.20	100.00%	0.00	1,248.90
	single laterals	119,948.40	119,948.40	0.00	0.00	119,948.40	100.00%	0.00	9,218.03
	TV video	60,140.00	60,140.00	0.00	0.00	60,140.00	100.00%	0.00	6,014.00
	air test	20,845.97	20,845.97	0.00	0.00	20,845.97	100.00%	0.00	2,084.60
	dewatering	50,258.75	50,258.75	0.00	0.00	50,258.75	100.00%	0.00	4,095.09
	PH 1 SANITARY Totals	1,115,347.56	1,115,347.56	0.00	0.00	1,115,347.56	100.00%	0.00	98,612.01
	C. PH 1 FORCE MAIN								
	FORCE MAIN	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	1,915.60	1,915.60	0.00	0.00	1,915.60	100.00%	0.00	191.56
	6" PVC (DR-18)	15,157.05	15,157.05	0.00	0.00	15,157.05	100.00%	0.00	1,164.82
	air release valve & vault	7,885.62	7,885.62	0.00	0.00	7,885.62	100.00%	0.00	606.01
	valves and fittings	10,591.64	10,591.64	0.00	0.00	10,591.64	100.00%	0.00	813.96
	pressure testing	2,452.48	2,452.48	0.00	0.00	2,452.48	100.00%	0.00	245.25
	PH 1 FORCE MAIN Totals	38,002.39	38,002.39	0.00	0.00	38,002.39	100.00%	0.00	3,021.60
	D. PH 1 STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	type "P" manholes 8/10	13,197.32	13,197.32	0.00	0.00	13,197.32	100.00%	0.00	1,014.22
	type "J" manholes 6/8	40,816.70	40,816.70	0.00	0.00	40,816.70	100.00%	0.00	3,136.76

CONTINUATION SHEET

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Application Date : 03/18/25

To: 03/31/25

Engineer's Project No.:

Invoice # : 6690

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	type "J" manholes 8/10	31,071.36	31,071.36	0.00	0.00	31,071.36	100.00%	0.00	2,387.84
	type "J" manholes 10/12	23,255.48	23,255.48	0.00	0.00	23,255.48	100.00%	0.00	1,787.19
	type "C" inlets 0/6	9,301.46	9,301.46	0.00	0.00	9,301.46	100.00%	0.00	714.82
	type "V" inlets 0/6	50,407.70	50,407.70	0.00	0.00	50,407.70	100.00%	0.00	3,873.84
	type "V" inlets 6/8	15,910.00	15,910.00	0.00	0.00	15,910.00	100.00%	0.00	1,222.68
	type "V" inlets 8/10	4,350.31	4,350.31	0.00	0.00	4,350.31	100.00%	0.00	334.32
	type "V" inlet w/ J bottom 6/8	11,123.90	11,123.90	0.00	0.00	11,123.90	100.00%	0.00	597.36
	type "V" inlet w/ J bottom 8/10	5,973.09	5,973.09	0.00	0.00	5,973.09	100.00%	0.00	459.04
	type "E" inlets 0/6 bubble up	6,517.35	6,517.34	0.00	0.00	6,517.34	100.00%	0.01	349.98
	type "E" control structures	14,599.06	13,869.11	0.00	0.00	13,869.11	95.00%	729.95	1,048.94
	type "D" control structures	15,268.73	14,505.29	0.00	0.00	14,505.29	95.00%	763.44	1,097.06
	18" RCP 0/6	18,651.00	18,651.00	0.00	0.00	18,651.00	100.00%	0.00	1,001.56
	18" RCP 6/8	1,875.90	1,875.90	0.00	0.00	1,875.90	100.00%	0.00	100.74
	18" RCP 8/10	3,885.74	3,885.74	0.00	0.00	3,885.74	100.00%	0.00	208.66
	24" RCP 0/6	10,084.80	10,084.80	0.00	0.00	10,084.80	100.00%	0.00	541.55
	24" RCP 6/8	53,019.69	53,019.69	0.00	0.00	53,019.69	100.00%	0.00	2,847.16
	24" RCP 8/10	84,120.52	84,120.52	0.00	0.00	84,120.52	100.00%	0.00	4,517.27
	30" RCP 6/8	98,682.70	98,682.70	0.00	0.00	98,682.70	100.00%	0.00	5,299.26
	30" RCP 8/10	24,323.20	24,323.20	0.00	0.00	24,323.20	100.00%	0.00	1,306.16
	48" RCP 6/8	8,522.10	8,522.10	0.00	0.00	8,522.10	100.00%	0.00	457.64
	48" RCP 8/10	229,564.92	229,564.92	0.00	0.00	229,564.92	100.00%	0.00	12,327.64
	48" RCP 10/12	85,942.89	85,942.89	0.00	0.00	85,942.89	100.00%	0.00	4,615.13
	18" MES	3,943.70	3,943.70	0.00	0.00	3,943.70	100.00%	0.00	211.78
	30" MES	9,788.22	9,788.22	0.00	0.00	9,788.22	100.00%	0.00	525.63
	48" MES	17,217.34	17,217.34	0.00	0.00	17,217.34	100.00%	0.00	924.57
	cleaning & inspection	29,847.48	29,847.48	0.00	0.00	29,847.48	100.00%	0.00	2,984.75
	dewatering	52,243.16	52,243.16	0.00	0.00	52,243.16	100.00%	0.00	4,256.78
	PH 1 STORM Totals	973,505.82	972,012.42	0.00	0.00	972,012.42	99.85%	1,493.40	60,150.33
	E. PH 1 WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	1,915.60	1,915.60	0.00	0.00	1,915.60	100.00%	0.00	191.56

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Application No. : 11

Application Date : 03/18/25

To: 03/31/25

Engineer's Project No.:

Invoice # : 6690 Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	8" PVC (DR-18)	173,155.32	173,155.32	0.00	0.00	173,155.32	100.00%	0.00	13,306.98
	fire hydrant assembly	53,519.31	53,519.31	0.00	0.00	53,519.31	100.00%	0.00	4,112.97
	jumper assembly	1,855.16	1,855.16	0.00	0.00	1,855.16	100.00%	0.00	142.57
	2" B/O assembly	3,719.35	3,719.35	0.00	0.00	3,719.35	100.00%	0.00	285.84
	single services	88,526.90	88,526.90	0.00	0.00	88,526.90	100.00%	0.00	6,803.30
	valves and fittings	75,505.85	75,505.85	0.00	0.00	75,505.85	100.00%	0.00	5,802.62
	testing and chlorination	12,358.29	12,358.29	0.00	0.00	12,358.29	100.00%	0.00	1,235.82
	PH 1 WATER Totals	410,555.78	410,555.78	0.00	0.00	410,555.78	100.00%	0.00	31,881.66
	F. PH 1 REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	1,915.60	1,915.60	0.00	0.00	1,915.60	100.00%	0.00	191.56
	6" PVC (DR-18)	111,575.76	111,575.76	0.00	0.00	111,575.76	100.00%	0.00	8,574.60
	2" B/O assembly	3,719.35	3,719.35	0.00	0.00	3,719.35	100.00%	0.00	285.84
	single services	78,692.90	78,692.90	0.00	0.00	78,692.90	100.00%	0.00	6,047.56
	3/4" irrigation service	2,379.54	2,379.54	0.00	0.00	2,379.54	100.00%	0.00	182.87
	1" irrigation service	849.17	849.17	0.00	0.00	849.17	100.00%	0.00	84.92
	1.5" irrigation service	1,163.70	1,163.70	0.00	0.00	1,163.70	100.00%	0.00	116.37
	irrigation sleeves	449.46	449.46	0.00	0.00	449.46	100.00%	0.00	44.95
	valves and fittings	34,753.68	34,753.68	0.00	0.00	34,753.68	100.00%	0.00	2,670.81
	pressure testing	9,809.88	9,809.88	0.00	0.00	9,809.88	100.00%	0.00	980.99
	PH 1 REUSE Totals	245,309.04	245,309.04	0.00	0.00	245,309.04	100.00%	0.00	19,180.47
	G. PH 1 RAW WATER LINE (REUSE)								
	RAW WATER LINE (Reuse)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	12" PVC (DR-18) (labor only)	47,490.15	47,490.15	0.00	0.00	47,490.15	100.00%	0.00	4,749.02
	demo existing pipe	35,004.20	35,004.20	0.00	0.00	35,004.20	100.00%	0.00	3,500.42
	10" X 10" wet tap	33,172.80	33,172.80	0.00	0.00	33,172.80	100.00%	0.00	3,317.28
	10" line stop	17,082.30	17,082.30	0.00	0.00	17,082.30	100.00%	0.00	1,708.23
	valves and fittings	56,033.43	56,033.43	0.00	0.00	56,033.43	100.00%	0.00	4,306.17
	pressure testing	10,790.86	10,790.86	0.00	0.00	10,790.86	100.00%	0.00	1,079.09

CONTINUATION SHEET

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Application Date : 03/18/25

To: 03/31/25

Engineer's Project No.:

Invoice # : 6690 Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	restoration (bahia)	33,653.00	33,653.00	0.00	0.00	33,653.00	100.00%	0.00	3,365.30
	PH 1 RAW WATER LINE (REUSE) Tot	233,226.74	233,226.74	0.00	0.00	233,226.74	100.00%	0.00	22,025.51
	H. PH 1 ON SITE PAVING								
	ON SITE PAVING	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	12" stabilized subbase (roadways)	120,768.00	120,768.00	0.00	0.00	120,768.00	100.00%	0.00	12,076.80
	8" crushed concrete (roadways)	289,170.00	289,170.00	0.00	0.00	289,170.00	100.00%	0.00	28,917.00
	1.5" SP-9.5 asphalt (roadways)	176,715.00	176,715.00	0.00	0.00	176,715.00	100.00%	0.00	17,671.50
	12" stabilized subbase (emergency access)	37,990.50	37,990.50	0.00	0.00	37,990.50	100.00%	0.00	3,799.05
	6" limerock (emergency access)	66,845.00	66,845.00	0.00	0.00	66,845.00	100.00%	0.00	6,684.50
	1.5" asphalt millings (emergency access)	40,455.00	40,455.00	0.00	0.00	40,455.00	100.00%	0.00	4,045.50
	2' miami curb	147,651.00	147,651.00	0.00	0.00	147,651.00	100.00%	0.00	14,765.10
	2' curb and gutter (F-curb)	1,917.60	1,917.60	0.00	0.00	1,917.60	100.00%	0.00	191.76
	type D curb	2,573.00	2,573.00	0.00	0.00	2,573.00	100.00%	0.00	257.30
	ribbon curb	54,210.00	54,210.00	0.00	0.00	54,210.00	100.00%	0.00	5,421.00
	5' sidewalk	51,577.50	25,788.75	25,788.75	0.00	51,577.50	100.00%	0.00	5,157.76
	5' handicap ramps w/truncated domes	10,487.94	5,243.97	5,243.97	0.00	10,487.94	100.00%	0.00	1,048.80
	8' sidewalk	3,826.40	0.00	3,826.40	0.00	3,826.40	100.00%	0.00	382.64
	8' handicap ramps w/truncated domes	4,210.50	0.00	4,210.50	0.00	4,210.50	100.00%	0.00	421.05
	mailbox kiosk	2,933.00	2,933.00	0.00	0.00	2,933.00	100.00%	0.00	293.30
	fine grade R/W	16,031.00	16,031.00	0.00	0.00	16,031.00	100.00%	0.00	1,603.11
	sod between curb & sidewalk	6,223.50	6,223.50	0.00	0.00	6,223.50	100.00%	0.00	622.35
	sod curb line (2 strips wide)	12,447.00	12,447.00	0.00	0.00	12,447.00	100.00%	0.00	1,244.70
	seed R/W	3,410.00	0.00	0.00	0.00	0.00	0.00%	3,410.00	0.00
	striping and signage	29,743.59	29,743.59	0.00	0.00	29,743.59	100.00%	0.00	2,974.36
	PH 1 ON SITE PAVING Totals	1,079,185.53	1,036,705.91	39,069.62	0.00	1,075,775.53	99.68%	3,410.00	107,577.58
	I. PH 2 SANITARY								
	PHASE 2	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11

Application Date : 03/18/25

To: 03/31/25

Engineer's Project No.:

Invoice # : 6690 Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	manholes 0/6	35,302.75	35,302.75	0.00	0.00	35,302.75	100.00%	0.00	2,713.01
	manholes 6/8	16,452.16	16,452.16	0.00	0.00	16,452.16	100.00%	0.00	1,264.35
	8" PVC 0/6	22,357.64	22,357.64	0.00	0.00	22,357.64	100.00%	0.00	1,718.18
	8" PVC 6/8	14,628.33	14,628.33	0.00	0.00	14,628.33	100.00%	0.00	1,124.19
	8" PVC 8/10	13,540.00	13,540.00	0.00	0.00	13,540.00	100.00%	0.00	1,040.55
	single laterals	78,511.68	78,511.68	0.00	0.00	78,511.68	100.00%	0.00	6,033.62
	TV video	32,608.71	32,608.71	0.00	0.00	32,608.71	100.00%	0.00	3,260.88
	air test	11,403.98	11,403.98	0.00	0.00	11,403.98	100.00%	0.00	1,140.40
	dewatering	20,661.21	20,661.21	0.00	0.00	20,661.21	100.00%	0.00	1,683.47
	PH 2 SANITARY Totals	245,466.46	245,466.46	0.00	0.00	245,466.46	100.00%	0.00	19,978.65
	J. PH 2 STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	type "P" manholes 0/12	7,513.90	7,513.90	0.00	0.00	7,513.90	100.00%	0.00	577.45
	type "J" manholes 8/10	31,071.36	31,071.36	0.00	0.00	31,071.36	100.00%	0.00	2,387.84
	type "J" manholes 10/12	46,510.96	46,510.96	0.00	0.00	46,510.96	100.00%	0.00	3,574.37
	type "J" manholes 12/14	26,251.72	26,251.72	0.00	0.00	26,251.72	100.00%	0.00	2,017.45
	type "V" inlets 0/6	7,201.10	7,201.10	0.00	0.00	7,201.10	100.00%	0.00	553.41
	type "V" inlets 6/8	15,910.00	15,910.00	0.00	0.00	15,910.00	100.00%	0.00	1,222.68
	type "V" inlets 8/10	17,401.24	17,401.24	0.00	0.00	17,401.24	100.00%	0.00	1,337.29
	type "D" control structures	15,268.73	15,268.73	0.00	0.00	15,268.73	100.00%	0.00	1,173.41
	18" RCP 0/6	1,802.93	1,802.93	0.00	0.00	1,802.93	100.00%	0.00	96.82
	18" RCP 6/8	1,875.90	1,875.90	0.00	0.00	1,875.90	100.00%	0.00	100.74
	18" RCP 8/10	5,821.20	5,821.20	0.00	0.00	5,821.20	100.00%	0.00	312.60
	24" RCP 0/6	8,251.20	8,251.20	0.00	0.00	8,251.20	100.00%	0.00	443.09
	24" RCP 8/10	42,501.00	42,501.00	0.00	0.00	42,501.00	100.00%	0.00	2,282.30
	24" RCP 10/12	47,589.30	47,589.30	0.00	0.00	47,589.30	100.00%	0.00	2,555.55
	24" RCP 12/14	6,075.50	6,075.50	0.00	0.00	6,075.50	100.00%	0.00	326.25
	30" RCP 10/12	20,302.17	20,302.17	0.00	0.00	20,302.17	100.00%	0.00	1,090.23
	36" RCP 8/10	78,086.80	78,086.80	0.00	0.00	78,086.80	100.00%	0.00	4,193.26
	36" RCP 10/12	47,921.08	47,921.08	0.00	0.00	47,921.08	100.00%	0.00	2,573.36

CONTINUATION SHEET

Page 8 of 10

Application and Certification for Payment, containing Contractor's signed certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11

Application Date : 03/18/25

To: 03/31/25

Engineer's Project No.:

Invoice # : 6690 Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			Work Completed								
			From Previous Application (D+E)	This Period In Place							
	36" RCP 12/14	52,865.99	52,865.99	0.00	0.00	52,865.99	100.00%	0.00	2,838.90		
	24" MES	2,628.13	2,628.13	0.00	0.00	2,628.13	100.00%	0.00	141.13		
	36" MES	24,401.12	24,401.12	0.00	0.00	24,401.12	100.00%	0.00	1,310.34		
	cleaning & inspection	17,852.52	17,852.52	0.00	0.00	17,852.52	100.00%	0.00	1,785.24		
	dewatering	31,205.82	31,205.82	0.00	0.00	31,205.82	100.00%	0.00	2,542.65		
	PH 2 STORM Totals	556,309.67	556,309.67	0.00	0.00	556,309.67	100.00%	0.00	35,436.36		
	K. PH 2 WATER										
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00		
	connect to existing	1,915.60	1,915.60	0.00	0.00	1,915.60	100.00%	0.00	191.56		
	8" PVC (DR-18)	83,128.32	83,128.32	0.00	0.00	83,128.32	100.00%	0.00	6,388.41		
	fire hydrant assembly	17,839.77	17,839.77	0.00	0.00	17,839.77	100.00%	0.00	1,370.99		
	jumper assembly	1,855.16	1,855.16	0.00	0.00	1,855.16	100.00%	0.00	142.57		
	2" B/O assembly	3,719.35	3,719.35	0.00	0.00	3,719.35	100.00%	0.00	285.84		
	single services	52,561.44	52,561.44	0.00	0.00	52,561.44	100.00%	0.00	4,039.34		
	valves and fittings	23,968.48	23,968.48	0.00	0.00	23,968.48	100.00%	0.00	1,841.97		
	testing and chlorination	6,693.51	6,693.51	0.00	0.00	6,693.51	100.00%	0.00	669.36		
	PH 2 WATER Totals	191,681.63	191,681.63	0.00	0.00	191,681.63	100.00%	0.00	14,930.04		
	L. PH 2 REUSE										
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00		
	connect to existing	1,915.60	1,915.60	0.00	0.00	1,915.60	100.00%	0.00	191.56		
	6" PVC (DR-18)	51,787.24	51,787.24	0.00	0.00	51,787.24	100.00%	0.00	3,979.85		
	2" B/O assembly	3,719.35	3,719.35	0.00	0.00	3,719.35	100.00%	0.00	285.84		
	single services	51,474.24	51,474.24	0.00	0.00	51,474.24	100.00%	0.00	3,955.79		
	1" irrigation service	849.17	849.17	0.00	0.00	849.17	100.00%	0.00	84.92		
	1.5" irrigation service	1,163.70	1,163.70	0.00	0.00	1,163.70	100.00%	0.00	116.37		
	irrigation sleeves	898.92	898.92	0.00	0.00	898.92	100.00%	0.00	89.89		
	valves and fittings	20,078.18	20,078.18	0.00	0.00	20,078.18	100.00%	0.00	1,543.01		
	pressure testing	4,904.92	4,904.92	0.00	0.00	4,904.92	100.00%	0.00	490.49		

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11

Application Date : 03/18/25

To: 03/31/25

Engineer's Project No.:

Invoice # : 6690 Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	PH 2 REUSE Totals	136,791.32	136,791.32	0.00	0.00	136,791.32	100.00%	0.00	10,737.72
	M. PH 2 ON SITE PAVING								
	ON SITE PAVING	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	12" stabilized subbase (roadways)	67,402.50	67,402.50	0.00	0.00	67,402.50	100.00%	0.00	6,740.26
	8" crushed concrete (roadways)	171,360.00	171,360.00	0.00	0.00	171,360.00	100.00%	0.00	17,136.00
	1.5" SP-9.5 asphalt (roadways)	105,336.00	105,336.00	0.00	0.00	105,336.00	100.00%	0.00	10,533.60
	2' miami curb	74,760.00	74,760.00	0.00	0.00	74,760.00	100.00%	0.00	7,476.00
	5' sidewalk	9,717.50	4,858.75	4,858.75	0.00	9,717.50	100.00%	0.00	971.76
	fine grade R/W	7,995.00	7,995.00	0.00	0.00	7,995.00	100.00%	0.00	799.51
	sod between curb & sidewalk	1,152.50	1,152.50	0.00	0.00	1,152.50	100.00%	0.00	115.25
	sod curb line (2 strips wide)	5,993.00	5,993.00	0.00	0.00	5,993.00	100.00%	0.00	599.30
	seed R/W	1,804.00	0.00	0.00	0.00	0.00	0.00%	1,804.00	0.00
	striping and signage	8,080.61	8,080.61	0.00	0.00	8,080.61	100.00%	0.00	808.06
	PH 2 ON SITE PAVING Totals	453,601.11	446,938.36	4,858.75	0.00	451,797.11	99.60%	1,804.00	45,179.74
	N. PH 2 ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	6,813.10	6,813.10	0.00	0.00	6,813.10	100.00%	0.00	649.77
	traffic control	8,139.70	8,139.70	0.00	0.00	8,139.70	100.00%	0.00	813.97
	mobilization	82,303.18	82,303.18	0.00	0.00	82,303.18	100.00%	0.00	7,849.25
	PH 2 ADMINISTRATION Totals	97,255.98	97,255.98	0.00	0.00	97,255.98	100.00%	0.00	9,312.99
	O. ZERO DOLLAR AMOUNTS								
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11
Application Date : 03/18/25
Test Date : 03/31/25
Engineer's Project No.:

Invoice # : 6690 Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	ZERO DOLLAR AMOUNTS Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	P. CHANGE ORDERS								
	Change Order #1 (Briar C/O 1)	-928,219.69	-928,219.69	0.00	0.00	-928,219.69	100.00%	0.00	-49,845.40
	Change Order #1 (Briar C/O 2)	797,760.83	797,760.83	0.00	0.00	797,760.83	100.00%	0.00	61,307.92
	Change Order #1 (Briar C/O 3)	41,687.34	41,687.34	0.00	0.00	41,687.34	100.00%	0.00	3,203.68
	Change Order #1 (Briar C/O 4)	-27,998.37	-27,998.37	0.00	0.00	-27,998.37	100.00%	0.00	-1,503.51
	Change Order #8	299,502.33	299,502.33	0.00	0.00	299,502.33	100.00%	0.00	29,950.23
	Change Order #9	14,683.58	14,683.58	0.00	0.00	14,683.58	100.00%	0.00	1,468.36
	Change Order #10	58,856.00	58,856.00	0.00	0.00	58,856.00	100.00%	0.00	5,885.60
	Change Order #11	65,972.72	65,972.72	0.00	0.00	65,972.72	100.00%	0.00	6,597.27
	Change Order #12	-94,072.70	-94,072.70	0.00	0.00	-94,072.70	100.00%	0.00	-9,407.27
	CHANGE ORDERS Totals	228,172.04	228,172.04	0.00	0.00	228,172.04	100.00%	0.00	47,656.88
	Grand Totals	7,742,301.06	7,616,992.49	55,683.87	0.00	7,672,676.36	99.10%	69,624.70	653,765.81



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD, PALM COAST,
FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 12, 2025

Lienor's Name: American In-Line

By:

Printed Name:

Title:

[Signature]
Robin J. Vallance
President

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12th day of February, 2025 by Robin J. Vallance.

[Signature]
Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD, PALM COAST,
FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: 2/11/25

Lienor's Name: Conrad Yelvington

By:

Printed Name: Sarah Almengor

Title: Assistant to Credit Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of FEBRUARY, 2025 by Sarah Almengor.

Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

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Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD, PALM COAST, FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 12, 2025

Lienor's Name: Dixie Lime and Stone

By: Clare Smart

Printed Name: Clare Smart

Title: Contract Administrator

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12th day of February, 2025 by Clare Smart.

[Signature]
Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD, PALM COAST, FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 12, 2025

Lienor's Name: Fortiline
By: Nicole Flobeck
Printed Name: Nicole Flobeck
Title: Admin Assistant

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of February, 2025 by Nicole Flobeck.

Sherry Lakey
Notary Signature



Notary Stamp

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD. PALM COAST,
FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20. TOG W A POR OF NW/4 OF SEC 21. ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: 2-11-2025

Lienor's Name: National Trench Safety

By: [Signature]

Printed Name: Letioa Tanuvasa

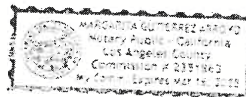
Title: COLLECTION ASSIST

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of Feb, 2025 by [Signature].

[Signature]
Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a wavier or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD, PALM COAST,
FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 11th, 2025

Lienor's Name: P&S Paving

By:

Printed Name: Diana L. West

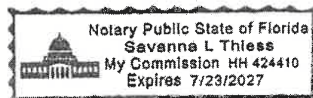
Title: Corporate Secretary

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11th day of February, 2025 by Diana L. West.

Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

REF #902083

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD, PALM COAST, FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 11, 2025

Lienor's Name: Rinker Materials

By: *Veronica Alfonso*

Printed Name: Veronica Alfonso

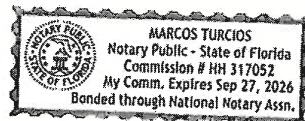
Title: Credit Manager

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of February, 2025 by Veronica Alfonso.

Marcos Turcios
Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD, PALM COAST,
FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 11, 2025

Lienor's Name: WBE Environmental dba
Florida Silt Fencing

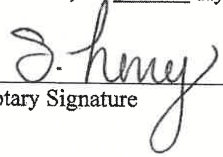
By:

Printed Name: Joelle R DeVane

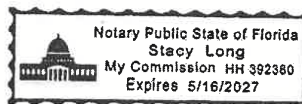
Title: Vice President

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11th day of February, 2025 by Joelle R DeVane.


Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a wavier or release of lien that is different from the statutory form.

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name **The Briar Team LLC**
Vendor Code **BRITEA**
Invoice # **2873/APP12**
Invoice Date **4/30/2025**
APPLY TO PO # **2873**
Special Handling Instructions: **S/H - FedEx overnight**

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278		\$ 69,624.69	\$ 6,962.47	\$ 62,662.22
Total This Draw		<u>\$ 69,624.69</u>	<u>\$ 6,962.47</u>	<u>\$ 62,662.22</u>

Prepared by: Alexandra Linares

Date: 04/30/25

Approved by: Haley Kiernan



Paid				
	Payment Amount	LandDev Retention	Total Retention	Total Payment
App #1	409,089.61	40,908.96	40,908.96	368,180.65
App #2	1,135,020.32			1,135,020.32
App #3	907,272.41	90,727.24	90,727.24	816,545.17
App #4	976,861.69	97,686.17	97,686.17	879,175.52
App #5	669,917.77	66,991.77	66,991.77	602,926.00
App #6	698,817.10	69,881.73	69,881.73	628,935.37
App #7	285,300.63	28,530.06	28,530.06	256,770.57
App #8	1,237,542.36	123,754.24	123,754.24	1,113,788.09
App #9	359,562.85	35,956.29	35,956.29	323,606.55
App #10	937,607.65	93,760.77	93,760.77	843,846.87
App #11	55,683.87	5,568.39	5,568.39	50,115.48
App #11	69,624.69	6,962.47	6,962.47	62,662.22
App #12				
App #13				
App #14				
App #15				
App #16				
App #17				
App #18				
App #19				
	7,742,300.95	660,728.07	660,728.07	7,081,572.81

Retainage was not held on app2;ap

APPLICATION AND CERTIFICATE FOR PAYMENT



Invoice #: 6771

To Owner: CRE-KL SEMINOLE WOODS OWNER, Project: 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)
14025 RIVEREDGE DR., SUITE 175

Application No.: 12

Distribution to:
Owner ☐
Engineer ☐
Contractor ☐

TAMPA, FL 33637

Period To: 4/30/2025

From Contractor: THE BRIAR TEAM LLC
4570 Orange Blvd
Sanford, FL 32771

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$7,514,129.02
2. Net Change By Change Order	\$228,172.04
3. Contract Sum To Date	\$7,742,301.06
4. Total Completed and Stored To Date	\$7,742,301.05
5. Retainage:	
a. 8.53% of Completed Work	\$660,728.28
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$660,728.28
6. Total Earned Less Retainage	\$7,081,572.77
7. Less Previous Certificates For Payments	\$7,018,910.55
8. Current Payment Due	\$62,662.22
9. Balance To Finish, Plus Retainage	\$660,728.29

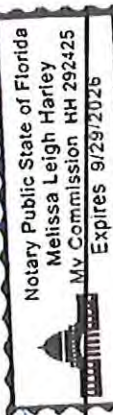
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: THE BRIAR TEAM LLC

By: [Signature] Date: 4/28/25

State of: Florida
Subscribed and sworn to before me this 28th
Notary Public: [Signature]
My Commission expires: 9/29/2025

County of: Alameda
day of April 2025



ENGINEER'S OPINION FOR PAYMENT

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

AMOUNT OPINIONED \$62,662.22

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: Coy Butler Date: 4/28/25

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$1,278,462.80	\$1,050,290.76
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$1,278,462.80	\$1,050,290.76
Net Changes By Change Order	\$228,172.04	

Purchase Order: 2873

KOLTER PO Name: The Briar Team - Enclave Phase 1 & 2 and CO #1 Ordered: 6/8/2024 Revised:	Community: CRE-KL Seminole Woods Owner LLC	Vendor: The Briar Team (BRITEA) 1570 ORANGE BLVD. SANFORD, FL 32771 (p) (407)321-2773
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Notes:

Phase 4

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork CO #1	0	(\$116,769.89)	(\$116,769.89)	\$0.00
	0.00	LS	- Mobilization - Earthwork 4A	0	\$1,681,106.17	\$1,681,106.17	\$1,544,109.93
	0.00	LS	- Mobilization - Earthwork	0	\$5,833,022.85	\$5,833,022.85	\$0.00

Payment Information

<u>Draw</u>	<u>Draw Amounts</u>	Subtotal: \$7,397,359.13 Total Tax: \$0.00 Purchase Order Total: \$7,397,359.13 Invoiced To Date: \$1,544,109.93
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Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.



WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of \$ 62,662.22, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 4/25/2025 to CRE KL Seminole Woods Owner, LLC on the job of Enclave at Seminole Woods to the following described property:

Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD, PALM COAST, FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: 4/22/25

Lienor's Name: The Briar Team, LLC

By: Richard Herbach

Printed Name: Richard Herbach

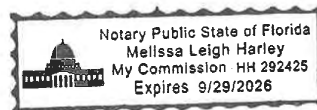
Title: CFO

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22nd day of April, 2025 by Richard Herbach.

Notary Signature [Signature]

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 04/18/25

To: 04/30/25

Engineer's Project No.:

Invoice # : 6771

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
	A. PH 1 SITE WORK								
	PHASE 1	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,936.39	15,936.39	0.00	0.00	15,936.39	100.00%	0.00	852.77
	clearing, grub,chip & haul	461,748.15	461,748.15	0.00	0.00	461,748.15	100.00%	0.00	24,795.87
	disking	25,139.94	25,139.94	0.00	0.00	25,139.94	100.00%	0.00	1,350.02
	well abandonment (budgetary price for 6")	21,804.82	21,804.82	0.00	0.00	21,804.82	100.00%	0.00	1,675.70
	demucking	13,792.00	13,792.00	0.00	0.00	13,792.00	100.00%	0.00	740.63
	mass excavation (cut)	16,200.00	16,200.00	0.00	0.00	16,200.00	100.00%	0.00	869.94
	mass excavation (fill)	71,722.00	71,722.00	0.00	0.00	71,722.00	100.00%	0.00	5,843.91
	retention pond (cut)	594,826.00	594,826.00	0.00	0.00	594,826.00	100.00%	0.00	48,466.42
	retention pond (fill)	5,568.00	5,568.00	0.00	0.00	5,568.00	100.00%	0.00	299.00
	existing pond dewatering	35,281.51	35,281.51	0.00	0.00	35,281.51	100.00%	0.00	1,894.62
	fine grade lots	43,341.48	43,341.48	0.00	0.00	43,341.48	100.00%	0.00	4,334.15
	sod pond slopes (bahia)	117,555.00	117,555.00	0.00	0.00	117,555.00	100.00%	0.00	11,755.50
	sod open tracts (bahia)	16,596.00	8,298.00	8,298.00	0.00	16,596.00	100.00%	0.00	1,659.60
	sod 4:1 slopes (bahia)	176,102.00	149,686.70	26,415.30	0.00	176,102.00	100.00%	0.00	17,610.20
	seed lots	28,204.00	0.00	28,204.00	0.00	28,204.00	100.00%	0.00	2,820.40
	modular block retaining wall (gray in color)	49,501.50	49,501.50	0.00	0.00	49,501.50	100.00%	0.00	4,950.15
	grout wall reinforcement & 42" black aluminum handrail	44,571.20	44,571.20	0.00	0.00	44,571.20	100.00%	0.00	4,457.12
	PH 1 SITE WORK Totals	1,737,889.99	1,674,972.69	62,917.30	0.00	1,737,889.99	100.00%	0.00	134,376.00
	B. PH 1 SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	lift station (22-24')	520,742.62	520,742.62	0.00	0.00	520,742.62	100.00%	0.00	50,773.15
	manholes 0/6	14,121.10	14,121.10	0.00	0.00	14,121.10	100.00%	0.00	1,085.21
	manholes 6/8	24,678.21	24,678.21	0.00	0.00	24,678.21	100.00%	0.00	1,896.52
	manholes 8/10	27,988.20	27,988.20	0.00	0.00	27,988.20	100.00%	0.00	2,150.89

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 04/18/25

To: 04/30/25

Engineer's Project No.:

Invoice # : 6771

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	manholes 10/12	47,140.96	47,140.96	0.00	0.00	47,140.96	100.00%	0.00	3,622.79
	manholes 12/14	26,770.90	26,770.90	0.00	0.00	26,770.90	100.00%	0.00	2,057.34
	manholes 14/16	29,548.54	29,548.54	0.00	0.00	29,548.54	100.00%	0.00	2,270.80
	lined manholes 16/18	23,663.36	23,663.36	0.00	0.00	23,663.36	100.00%	0.00	1,818.53
	drop connection	1,552.24	1,552.24	0.00	0.00	1,552.24	100.00%	0.00	155.22
	8" PVC 0/6	7,158.10	7,158.10	0.00	0.00	7,158.10	100.00%	0.00	550.11
	8" PVC 6/8	20,396.80	20,396.80	0.00	0.00	20,396.80	100.00%	0.00	1,567.49
	8" PVC 8/10	19,950.40	19,950.40	0.00	0.00	19,950.40	100.00%	0.00	1,533.19
	8" PVC 10/12	38,087.01	38,087.01	0.00	0.00	38,087.01	100.00%	0.00	2,927.00
	8" PVC 12/14	23,649.28	23,649.28	0.00	0.00	23,649.28	100.00%	0.00	1,817.44
	8" PVC 14/16	22,455.52	22,455.52	0.00	0.00	22,455.52	100.00%	0.00	1,725.71
	8" PVC 16/18	16,251.20	16,251.20	0.00	0.00	16,251.20	100.00%	0.00	1,248.90
	single laterals	119,948.40	119,948.40	0.00	0.00	119,948.40	100.00%	0.00	9,218.03
	TV video	60,140.00	60,140.00	0.00	0.00	60,140.00	100.00%	0.00	6,014.00
	air test	20,845.97	20,845.97	0.00	0.00	20,845.97	100.00%	0.00	2,084.60
	dewatering	50,258.75	50,258.75	0.00	0.00	50,258.75	100.00%	0.00	4,095.09
	PH 1 SANITARY Totals	1,115,347.56	1,115,347.56	0.00	0.00	1,115,347.56	100.00%	0.00	98,612.01
	C. PH 1 FORCE MAIN								
	FORCE MAIN	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	1,915.60	1,915.60	0.00	0.00	1,915.60	100.00%	0.00	191.56
	6" PVC (DR-18)	15,157.05	15,157.05	0.00	0.00	15,157.05	100.00%	0.00	1,164.82
	air release valve & vault	7,885.62	7,885.62	0.00	0.00	7,885.62	100.00%	0.00	606.01
	valves and fittings	10,591.64	10,591.64	0.00	0.00	10,591.64	100.00%	0.00	813.96
	pressure testing	2,452.48	2,452.48	0.00	0.00	2,452.48	100.00%	0.00	245.25
	PH 1 FORCE MAIN Totals	38,002.39	38,002.39	0.00	0.00	38,002.39	100.00%	0.00	3,021.60
	D. PH 1 STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	type "P" manholes 8/10	13,197.32	13,197.32	0.00	0.00	13,197.32	100.00%	0.00	1,014.22
	type "J" manholes 6/8	40,816.70	40,816.70	0.00	0.00	40,816.70	100.00%	0.00	3,136.76

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 04/18/25

To: 04/30/25

Engineer's Project No.:

Invoice #: 6771

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place E					
	type "J" manholes 8/10	31,071.36	31,071.36	0.00	0.00	31,071.36	100.00%	0.00	2,387.84
	type "J" manholes 10/12	23,255.48	23,255.48	0.00	0.00	23,255.48	100.00%	0.00	1,787.19
	type "C" inlets 0/6	9,301.46	9,301.46	0.00	0.00	9,301.46	100.00%	0.00	714.82
	type "V" inlets 0/6	50,407.70	50,407.70	0.00	0.00	50,407.70	100.00%	0.00	3,873.84
	type "V" inlets 6/8	15,910.00	15,910.00	0.00	0.00	15,910.00	100.00%	0.00	1,222.68
	type "V" inlets 8/10	4,350.31	4,350.31	0.00	0.00	4,350.31	100.00%	0.00	334.32
	type "V" inlet w/ J bottom 6/8	11,123.90	11,123.90	0.00	0.00	11,123.90	100.00%	0.00	597.36
	type "V" inlet w/ J bottom 8/10	5,973.09	5,973.09	0.00	0.00	5,973.09	100.00%	0.00	459.04
	type "E" inlets 0/6 bubble up	6,517.35	6,517.34	0.00	0.00	6,517.34	100.00%	0.01	349.98
	type "E" control structures	14,599.06	13,869.11	729.95	0.00	14,599.06	100.00%	0.00	1,121.94
	type "D" control structures	15,268.73	14,505.29	763.44	0.00	15,268.73	100.00%	0.00	1,173.40
	18" RCP 0/6	18,651.00	18,651.00	0.00	0.00	18,651.00	100.00%	0.00	1,001.56
	18" RCP 6/8	1,875.90	1,875.90	0.00	0.00	1,875.90	100.00%	0.00	100.74
	18" RCP 8/10	3,885.74	3,885.74	0.00	0.00	3,885.74	100.00%	0.00	208.66
	24" RCP 0/6	10,084.80	10,084.80	0.00	0.00	10,084.80	100.00%	0.00	541.55
	24" RCP 6/8	53,019.69	53,019.69	0.00	0.00	53,019.69	100.00%	0.00	2,847.16
	24" RCP 8/10	84,120.52	84,120.52	0.00	0.00	84,120.52	100.00%	0.00	4,517.27
	30" RCP 6/8	98,682.70	98,682.70	0.00	0.00	98,682.70	100.00%	0.00	5,299.26
	30" RCP 8/10	24,323.20	24,323.20	0.00	0.00	24,323.20	100.00%	0.00	1,306.16
	48" RCP 6/8	8,522.10	8,522.10	0.00	0.00	8,522.10	100.00%	0.00	457.64
	48" RCP 8/10	229,564.92	229,564.92	0.00	0.00	229,564.92	100.00%	0.00	12,327.64
	48" RCP 10/12	85,942.89	85,942.89	0.00	0.00	85,942.89	100.00%	0.00	4,615.13
	18" MES	3,943.70	3,943.70	0.00	0.00	3,943.70	100.00%	0.00	211.78
	30" MES	9,788.22	9,788.22	0.00	0.00	9,788.22	100.00%	0.00	525.63
	48" MES	17,217.34	17,217.34	0.00	0.00	17,217.34	100.00%	0.00	924.57
	cleaning & inspection	29,847.48	29,847.48	0.00	0.00	29,847.48	100.00%	0.00	2,984.75
	dewatering	52,243.16	52,243.16	0.00	0.00	52,243.16	100.00%	0.00	4,256.78
	PH 1 STORM Totals	973,505.82	972,012.42	1,493.39	0.00	973,505.81	100.00%	0.01	60,299.67
	E. PH 1 WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	1,915.60	1,915.60	0.00	0.00	1,915.60	100.00%	0.00	191.56

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 04/18/25

To: 04/30/25

Engineer's Project No.:

Invoice # : 6771

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	8" PVC (DR-18)	173,155.32	173,155.32	0.00	0.00	173,155.32	100.00%	0.00	13,306.98
	fire hydrant assembly	53,519.31	53,519.31	0.00	0.00	53,519.31	100.00%	0.00	4,112.97
	jumper assembly	1,855.16	1,855.16	0.00	0.00	1,855.16	100.00%	0.00	142.57
	2" B/O assembly	3,719.35	3,719.35	0.00	0.00	3,719.35	100.00%	0.00	285.84
	single services	88,526.90	88,526.90	0.00	0.00	88,526.90	100.00%	0.00	6,803.30
	valves and fittings	75,505.85	75,505.85	0.00	0.00	75,505.85	100.00%	0.00	5,802.62
	testing and chlorination	12,358.29	12,358.29	0.00	0.00	12,358.29	100.00%	0.00	1,235.82
	PH 1 WATER Totals	410,555.78	410,555.78	0.00	0.00	410,555.78	100.00%	0.00	31,881.66
	F. PH 1 REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	1,915.60	1,915.60	0.00	0.00	1,915.60	100.00%	0.00	191.56
	6" PVC (DR-18)	111,575.76	111,575.76	0.00	0.00	111,575.76	100.00%	0.00	8,574.60
	2" B/O assembly	3,719.35	3,719.35	0.00	0.00	3,719.35	100.00%	0.00	285.84
	single services	78,692.90	78,692.90	0.00	0.00	78,692.90	100.00%	0.00	6,047.56
	3/4" irrigation service	2,379.54	2,379.54	0.00	0.00	2,379.54	100.00%	0.00	182.87
	1" irrigation service	849.17	849.17	0.00	0.00	849.17	100.00%	0.00	84.92
	1.5" irrigation service	1,163.70	1,163.70	0.00	0.00	1,163.70	100.00%	0.00	116.37
	irrigation sleeves	449.46	449.46	0.00	0.00	449.46	100.00%	0.00	44.95
	valves and fittings	34,753.68	34,753.68	0.00	0.00	34,753.68	100.00%	0.00	2,670.81
	pressure testing	9,809.88	9,809.88	0.00	0.00	9,809.88	100.00%	0.00	980.99
	PH 1 REUSE Totals	245,309.04	245,309.04	0.00	0.00	245,309.04	100.00%	0.00	19,180.47
	G. PH 1 RAW WATER LINE (REUSE)								
	RAW WATER LINE (Reuse)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	12" PVC (DR-18) (labor only)	47,490.15	47,490.15	0.00	0.00	47,490.15	100.00%	0.00	4,749.02
	demo existing pipe	35,004.20	35,004.20	0.00	0.00	35,004.20	100.00%	0.00	3,500.42
	10" X 10" wet tap	33,172.80	33,172.80	0.00	0.00	33,172.80	100.00%	0.00	3,317.28
	10" line stop	17,082.30	17,082.30	0.00	0.00	17,082.30	100.00%	0.00	1,708.23
	valves and fittings	56,033.43	56,033.43	0.00	0.00	56,033.43	100.00%	0.00	4,306.17
	pressure testing	10,790.86	10,790.86	0.00	0.00	10,790.86	100.00%	0.00	1,079.09

CONTINUATION SHEET

Page 6 of 10

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 04/18/25

To: 04/30/25

Engineer's Project No.:

Invoice # : 6771

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	restoration (bahia)	33,653.00	33,653.00	0.00	0.00	33,653.00	100.00%	0.00	3,365.30
	PH 1 RAW WATER LINE (REUSE) To	233,226.74	233,226.74	0.00	0.00	233,226.74	100.00%	0.00	22,025.51
	H. PH 1 ON SITE PAVING								
	ON SITE PAVING	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	12" stabilized subbase (roadways)	120,768.00	120,768.00	0.00	0.00	120,768.00	100.00%	0.00	12,076.80
	8" crushed concrete (roadways)	289,170.00	289,170.00	0.00	0.00	289,170.00	100.00%	0.00	28,917.00
	1.5" SP-9.5 asphalt (roadways)	176,715.00	176,715.00	0.00	0.00	176,715.00	100.00%	0.00	17,671.50
	12" stabilized subbase (emergency access)	37,990.50	37,990.50	0.00	0.00	37,990.50	100.00%	0.00	3,799.05
	6" limerock (emergency access)	66,845.00	66,845.00	0.00	0.00	66,845.00	100.00%	0.00	6,684.50
	1.5" asphalt millings (emergency access)	40,455.00	40,455.00	0.00	0.00	40,455.00	100.00%	0.00	4,045.50
	2' miami curb	147,651.00	147,651.00	0.00	0.00	147,651.00	100.00%	0.00	14,765.10
	2' curb and gutter (F-curb)	1,917.60	1,917.60	0.00	0.00	1,917.60	100.00%	0.00	191.76
	type D curb	2,573.00	2,573.00	0.00	0.00	2,573.00	100.00%	0.00	257.30
	ribbon curb	54,210.00	54,210.00	0.00	0.00	54,210.00	100.00%	0.00	5,421.00
	5' sidewalk	51,577.50	51,577.50	0.00	0.00	51,577.50	100.00%	0.00	5,157.76
	5' handicap ramps w/truncated domes	10,487.94	10,487.94	0.00	0.00	10,487.94	100.00%	0.00	1,048.80
	8' sidewalk	3,826.40	3,826.40	0.00	0.00	3,826.40	100.00%	0.00	382.64
	8' handicap ramps w/truncated domes	4,210.50	4,210.50	0.00	0.00	4,210.50	100.00%	0.00	421.05
	mailbox kiosk	2,933.00	2,933.00	0.00	0.00	2,933.00	100.00%	0.00	293.30
	fine grade R/W	16,031.00	16,031.00	0.00	0.00	16,031.00	100.00%	0.00	1,603.11
	sod between curb & sidewalk	6,223.50	6,223.50	0.00	0.00	6,223.50	100.00%	0.00	622.35
	sod curb line (2 strips wide)	12,447.00	12,447.00	0.00	0.00	12,447.00	100.00%	0.00	1,244.70
	seed R/W	3,410.00	0.00	3,410.00	0.00	3,410.00	100.00%	0.00	341.00
	striping and signage	29,743.59	29,743.59	0.00	0.00	29,743.59	100.00%	0.00	2,974.36
	PH 1 ON SITE PAVING Totals	1,079,185.53	1,075,775.53	3,410.00	0.00	1,079,185.53	100.00%	0.00	107,918.58
	I. PH 2 SANITARY								
	PHASE 2	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

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In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 04/18/25

To: 04/30/25

Engineer's Project No.:

Invoice # : 6771

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	manholes 0/6	35,302.75	35,302.75	0.00	0.00	35,302.75	100.00%	0.00	2,713.01
	manholes 6/8	16,452.16	16,452.16	0.00	0.00	16,452.16	100.00%	0.00	1,264.35
	8" PVC 0/6	22,357.64	22,357.64	0.00	0.00	22,357.64	100.00%	0.00	1,718.18
	8" PVC 6/8	14,628.33	14,628.33	0.00	0.00	14,628.33	100.00%	0.00	1,124.19
	8" PVC 8/10	13,540.00	13,540.00	0.00	0.00	13,540.00	100.00%	0.00	1,040.55
	single laterals	78,511.68	78,511.68	0.00	0.00	78,511.68	100.00%	0.00	6,033.62
	TV video	32,608.71	32,608.71	0.00	0.00	32,608.71	100.00%	0.00	3,260.88
	air test	11,403.98	11,403.98	0.00	0.00	11,403.98	100.00%	0.00	1,140.40
	dewatering	20,661.21	20,661.21	0.00	0.00	20,661.21	100.00%	0.00	1,683.47
	PH 2 SANITARY Totals	245,466.46	245,466.46	0.00	0.00	245,466.46	100.00%	0.00	19,978.65
	J. PH 2 STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	type "P" manholes 0/12	7,513.90	7,513.90	0.00	0.00	7,513.90	100.00%	0.00	577.45
	type "J" manholes 8/10	31,071.36	31,071.36	0.00	0.00	31,071.36	100.00%	0.00	2,387.84
	type "J" manholes 10/12	46,510.96	46,510.96	0.00	0.00	46,510.96	100.00%	0.00	3,574.37
	type "J" manholes 12/14	26,251.72	26,251.72	0.00	0.00	26,251.72	100.00%	0.00	2,017.45
	type "V" inlets 0/6	7,201.10	7,201.10	0.00	0.00	7,201.10	100.00%	0.00	553.41
	type "V" inlets 6/8	15,910.00	15,910.00	0.00	0.00	15,910.00	100.00%	0.00	1,222.68
	type "V" inlets 8/10	17,401.24	17,401.24	0.00	0.00	17,401.24	100.00%	0.00	1,337.29
	type "D" control structures	15,268.73	15,268.73	0.00	0.00	15,268.73	100.00%	0.00	1,173.41
	18" RCP 0/6	1,802.93	1,802.93	0.00	0.00	1,802.93	100.00%	0.00	96.82
	18" RCP 6/8	1,875.90	1,875.90	0.00	0.00	1,875.90	100.00%	0.00	100.74
	18" RCP 8/10	5,821.20	5,821.20	0.00	0.00	5,821.20	100.00%	0.00	312.60
	24" RCP 0/6	8,251.20	8,251.20	0.00	0.00	8,251.20	100.00%	0.00	443.09
	24" RCP 8/10	42,501.00	42,501.00	0.00	0.00	42,501.00	100.00%	0.00	2,282.30
	24" RCP 10/12	47,589.30	47,589.30	0.00	0.00	47,589.30	100.00%	0.00	2,555.55
	24" RCP 12/14	6,075.50	6,075.50	0.00	0.00	6,075.50	100.00%	0.00	326.25
	30" RCP 10/12	20,302.17	20,302.17	0.00	0.00	20,302.17	100.00%	0.00	1,090.23
	36" RCP 8/10	78,086.80	78,086.80	0.00	0.00	78,086.80	100.00%	0.00	4,193.26
	36" RCP 10/12	47,921.08	47,921.08	0.00	0.00	47,921.08	100.00%	0.00	2,573.36

CONTINUATION SHEET

Application and Certification for Payment, containing

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 04/18/25

To: 04/30/25

Engineer's Project No.:

Invoice # : 6771

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	36" RCP 12/14	52,865.99	52,865.99	0.00	0.00	52,865.99	100.00%	0.00	2,838.90
	24" MES	2,628.13	2,628.13	0.00	0.00	2,628.13	100.00%	0.00	141.13
	36" MES	24,401.12	24,401.12	0.00	0.00	24,401.12	100.00%	0.00	1,310.34
	cleaning & inspection	17,852.52	17,852.52	0.00	0.00	17,852.52	100.00%	0.00	1,785.24
	dewatering	31,205.82	31,205.82	0.00	0.00	31,205.82	100.00%	0.00	2,542.65
	PH 2 STORM Totals	556,309.67	556,309.67	0.00	0.00	556,309.67	100.00%	0.00	35,436.36
	K. PH 2 WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	1,915.60	1,915.60	0.00	0.00	1,915.60	100.00%	0.00	191.56
	8" PVC (DR-18)	83,128.32	83,128.32	0.00	0.00	83,128.32	100.00%	0.00	6,388.41
	fire hydrant assembly	17,839.77	17,839.77	0.00	0.00	17,839.77	100.00%	0.00	1,370.99
	jumper assembly	1,855.16	1,855.16	0.00	0.00	1,855.16	100.00%	0.00	142.57
	2" B/O assembly	3,719.35	3,719.35	0.00	0.00	3,719.35	100.00%	0.00	285.84
	single services	52,561.44	52,561.44	0.00	0.00	52,561.44	100.00%	0.00	4,039.34
	valves and fittings	23,968.48	23,968.48	0.00	0.00	23,968.48	100.00%	0.00	1,841.97
	testing and chlorination	6,693.51	6,693.51	0.00	0.00	6,693.51	100.00%	0.00	669.36
	PH 2 WATER Totals	191,681.63	191,681.63	0.00	0.00	191,681.63	100.00%	0.00	14,930.04
	L. PH 2 REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	1,915.60	1,915.60	0.00	0.00	1,915.60	100.00%	0.00	191.56
	6" PVC (DR-18)	51,787.24	51,787.24	0.00	0.00	51,787.24	100.00%	0.00	3,979.85
	2" B/O assembly	3,719.35	3,719.35	0.00	0.00	3,719.35	100.00%	0.00	285.84
	single services	51,474.24	51,474.24	0.00	0.00	51,474.24	100.00%	0.00	3,955.79
	1" irrigation service	849.17	849.17	0.00	0.00	849.17	100.00%	0.00	84.92
	1.5" irrigation service	1,163.70	1,163.70	0.00	0.00	1,163.70	100.00%	0.00	116.37
	irrigation sleeves	898.92	898.92	0.00	0.00	898.92	100.00%	0.00	89.89
	valves and fittings	20,078.18	20,078.18	0.00	0.00	20,078.18	100.00%	0.00	1,543.01
	pressure testing	4,904.92	4,904.92	0.00	0.00	4,904.92	100.00%	0.00	490.49

CONTINUATION SHEET

Application and Certification for Payment, containing

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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 04/18/25

To: 04/30/25

Engineer's Project No.:

Invoice # : 6771

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	PH 2 REUSE Totals	136,791.32	136,791.32	0.00	0.00	136,791.32	100.00%	0.00	10,737.72
	M. PH 2 ON SITE PAVING								
	ON SITE PAVING	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	12" stabilized subbase (roadways)	67,402.50	67,402.50	0.00	0.00	67,402.50	100.00%	0.00	6,740.26
	8" crushed concrete (roadways)	171,360.00	171,360.00	0.00	0.00	171,360.00	100.00%	0.00	17,136.00
	1.5" SP-9.5 asphalt (roadways)	105,336.00	105,336.00	0.00	0.00	105,336.00	100.00%	0.00	10,533.60
	2' miami curb	74,760.00	74,760.00	0.00	0.00	74,760.00	100.00%	0.00	7,476.00
	5' sidewalk	9,717.50	9,717.50	0.00	0.00	9,717.50	100.00%	0.00	971.76
	fine grade R/W	7,995.00	7,995.00	0.00	0.00	7,995.00	100.00%	0.00	799.51
	sod between curb & sidewalk	1,152.50	1,152.50	0.00	0.00	1,152.50	100.00%	0.00	115.25
	sod curb line (2 strips wide)	5,993.00	5,993.00	0.00	0.00	5,993.00	100.00%	0.00	599.30
	seed R/W	1,804.00	0.00	1,804.00	0.00	1,804.00	100.00%	0.00	180.40
	striping and signage	8,080.61	8,080.61	0.00	0.00	8,080.61	100.00%	0.00	808.06
	PH 2 ON SITE PAVING Totals	453,601.11	451,797.11	1,804.00	0.00	453,601.11	100.00%	0.00	45,360.14
	N. PH 2 ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	6,813.10	6,813.10	0.00	0.00	6,813.10	100.00%	0.00	649.77
	traffic control	8,139.70	8,139.70	0.00	0.00	8,139.70	100.00%	0.00	813.97
	mobilization	82,303.18	82,303.18	0.00	0.00	82,303.18	100.00%	0.00	7,849.25
	PH 2 ADMINISTRATION Totals	97,255.98	97,255.98	0.00	0.00	97,255.98	100.00%	0.00	9,312.99
	O. ZERO DOLLAR AMOUNTS								
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12

Application Date : 04/18/25

To: 04/30/25

Engineer's Project No.:

Invoice # : 6771

Contract : 1985- ENCLAVE AT SEMINOLE WOODS (PO#2873)

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	ZERO DOLLAR AMOUNTS Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	P. CHANGE ORDERS								
	Change Order #1 (Briar C/O 1)	-928,219.69	-928,219.69	0.00	0.00	-928,219.69	100.00%	0.00	-49,845.40
	Change Order #1 (Briar C/O 2)	797,760.83	797,760.83	0.00	0.00	797,760.83	100.00%	0.00	61,307.92
	Change Order #1 (Briar C/O 3)	41,687.34	41,687.34	0.00	0.00	41,687.34	100.00%	0.00	3,203.68
	Change Order #1 (Briar C/O 4)	-27,998.37	-27,998.37	0.00	0.00	-27,998.37	100.00%	0.00	-1,503.51
	Change Order #8	299,502.33	299,502.33	0.00	0.00	299,502.33	100.00%	0.00	29,950.23
	Change Order #9	14,683.58	14,683.58	0.00	0.00	14,683.58	100.00%	0.00	1,468.36
	Change Order #10	58,856.00	58,856.00	0.00	0.00	58,856.00	100.00%	0.00	5,885.60
	Change Order #11	65,972.72	65,972.72	0.00	0.00	65,972.72	100.00%	0.00	6,597.27
	Change Order #12	-94,072.70	-94,072.70	0.00	0.00	-94,072.70	100.00%	0.00	-9,407.27
	CHANGE ORDERS Totals	228,172.04	228,172.04	0.00	0.00	228,172.04	100.00%	0.00	47,656.88

AMERICAN IN-LINE INSPECTION
415 TIMAQUAN TRAIL
EDGEWATER FL 32132 US
386.408.5446
CLAUDETTE GREEN

CONRAD YELVINGTON
PO BOX 198350
ATLANTA GA 30374-8350 US
386.257.5504
SARAH ALMENGOR

DIKIE LIME & STONE COMPANY
2441 E FORT KING STREET
SUITE 201
OCALA FL 34471-2558 US
352.512.0180
HEIKE BORGER

FORTILINE WATERWORKS
P. O. BOX 744053
ATLANTA GA 30384-4053 US
817.437.0751
NICOLE FLOBECK

NATIONAL TRENCH SAFETY
PO BOX 51373
LOS ANGELES CA 90051-5673 US
LETICIA TAUVASA
800.821.4478 XT 1069

P & S PAVING INC
3701 OLSON DRIVE
DAYTONA BEACH FL 32124 US
Wende Lee
386.258.7911

RINKER MATERIALS
PO BOX 936217
ATLANTA GA 31193-6217 US
VERONICA ALFONSO
766.753.6192

SEMINOLE ASPHALT PAVING INC.
2283 WEST AIRPORT BLVD.
SANFORD FL 32771 US
SARA MYNATT
407.323.0111

WBE ENVIRO dba FL SILT FENCING
PO BOX 740215
ORANGE CITY FL 32774-0215 US
JOELLE DEVANE
386.753.0575



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

Project Name: Enclave at Seminole Woods
Location: CITATION BLVD WEST OF SEMINOLE WOODS BLVD, PALM COAST,
FLORIDA
SECTION 20 & 21 TOWNSHIP 12 SOUTH RANGE 31 EAST
THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 12, 2025

Lienor's Name: American In-Line

By:

Printed Name: Robin J. Vallance

Title:

President

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12th day of February, 2025 by Robin J. Vallance.

Darcy McIlravy
Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



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FLORIDA
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THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: 2/11/25

Lienor's Name: Conrad Yelvington

By:

Printed Name: Sarah Almengor

Title: Assistant to Credit Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of FEBRUARY, 2025 by Sarah Almengor.

Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

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THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 12, 2025

Lienor's Name: Dixie Lime and Stone

By: Clare Smart

Printed Name: Clare Smart

Title: Contract Administrator

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12th day of February, 2025 by Clare Smart.

[Signature]
Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

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THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 12, 2025

Lienor's Name: Fortiline
By: Nicole Flobeck
Printed Name: Nicole Flobeck
Title: Admin Assistant

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of February, 2025 by Nicole Flobeck.

Sherry Lakey
Notary Signature



Notary Stamp

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

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THAT POR OF N/2 OF SEC 20. TOG W A POR OF NW/4 OF SEC 21. ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: 2-11-2025

Lienor's Name: National Trench Safety

By: [Signature]

Printed Name: Letioa Tanuvasa

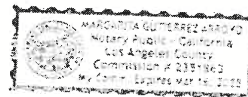
Title: COLLECTION ASSIST

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of Feb, 2025 by [Signature].

[Signature]
Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a wavier or release of lien that is different from the statutory form.



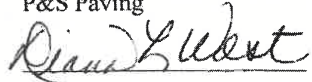
WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

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THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN
TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 11th, 2025

Lienor's Name: P&S Paving

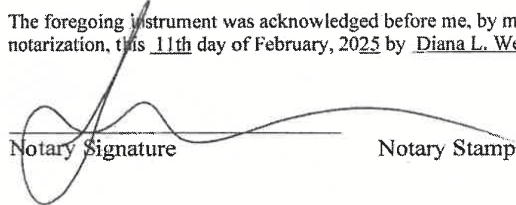
By: 

Printed Name: Diana L. West

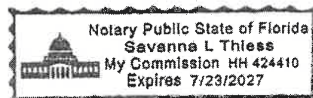
Title: Corporate Secretary

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11th day of February, 2025 by Diana L. West.


Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

REF #902083

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

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THAT POR OF N/2 OF SEC 20, TOG W A POR OF NW/4 OF SEC 21, ALL IN TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 11, 2025

Lienor's Name: Rinker Materials

By:

Printed Name: Veronica Alfonso

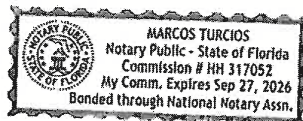
Title: Credit Manager

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of February, 2025 by Veronica Alfonso.

Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to The Briar Team, LLC on the job of CRE KL Seminole Woods Owner LLC to the following described property:

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TOWNSHIP 12S-31E
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: February 11, 2025

Lienor's Name: WBE Environmental dba
Florida Silt Fencing

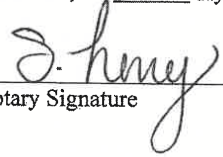
By:

Printed Name: Joelle R DeVane

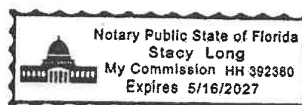
Title: Vice President

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11th day of February, 2025 by Joelle R DeVane.


Notary Signature

Notary Stamp



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

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Return to Agenda Pg. 1

EXHIBIT 7

RESOLUTION 2026-01

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

1. PRIMARY ADMINISTRATIVE OFFICE. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at the offices of primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at c/o Governmental Management Services, 219 East Livingston Street, Orlando, Florida 32801.

2. PRINCIPAL HEADQUARTERS. The District's principal headquarters for purposes of establishing proper venue shall be located at the offices of Governmental Management Services at 393 Palm Coast Pkwy SW, #4, Palm Coast, FL 32137, and within Flagler County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of October, 2025.

ATTEST:

**SEMINOLE PALMS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT 8

RESOLUTION 2026-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS
COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION
OF THE DISTRICT MANAGER AND METHODOLOGY CONSULTANT; PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the Seminole Palms Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Flagler County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") must employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board has determined that the appointment of a Methodology Consultant is necessary, appropriate and in the District's best interests; and

WHEREAS, the Board desires to appoint a District Manager and Methodology Consultant and to provide compensation for their services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEMINOLE
PALMS COMMUNITY DEVELOPMENT DISTRICT:**

1. APPOINTMENT OF DISTRICT MANAGER. The District Manager and Methodology Consultant is hereby appointed, and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A**, which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption. The transition to the new District Manager and Methodology Consultant is effective 12:00 a.m. on November 17, 2025.

PASSED AND ADOPTED this 27th day of October, 2025.

ATTEST:

**SEMINOLE PALMS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: District Manager Fee Agreement

Exhibit A

District Manager Fee Agreement

AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

This Agreement for District Management Services (“**Agreement**”) is entered into as of October 27th, 2025 (“**Execution Date**”) and shall be effective as of 12:01 a.m. on November 17th, 2025 (“**Effective Date**”), by and between:

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Flagler County, Florida whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”); and

GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL FLORIDA LLC, a Florida limited liability company, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 (“**Manager**” or “**GMS-CF**,” together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted in Flagler County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (“**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

WHEREAS, the District and Manager warrant and agree that they have all right, power and authority to enter into and be bound by this 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:

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

SECTION 2. SCOPE OF SERVICES. Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

SECTION 3. FEES AND TERMS OF SERVICES; TERM.

A. All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

B. The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget (“**Annual Budget**”) approved by the Board of Supervisors of the District (“**Board**”). All invoices are due and payable when received.

C. The initial term of this Agreement commences on the Effective Date, and continues until September 30, 2026, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30th of the following year) of the District, unless otherwise terminated by either Party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Annual Budget.

SECTION 4. INDEMNIFICATION.

A. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager or Manager’s breach of this Agreement, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney’s fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

B. The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney’s fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the Manager’s failure to perform under this Agreement or at law, or the negligent, reckless, or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing herein shall be construed to waive or limit the District’s sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. 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 the Doctrine of Sovereign Immunity or by operation of law.

SECTION 6. TERMINATION.

A. This Agreement may be terminated as follows: (1) By the District for “good cause,” which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any reason, upon 60 days written notice.

B. Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager; and (2) the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

SECTION 7. SUCCESSORS; ASSIGNMENT. The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 8. NOTICES. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

A. If to District: Seminole Palms Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager, George Flint
GFlint@gmscfl.com

With a copy to: Kutak Rock LLP.
107 W College Avenue
Tallahassee, Florida 32301
Attn: District Counsel, Jere Earlywine
Jere.Earlywine@kutakrock.com

Kutak Rock LLP.
107 W College Avenue
Tallahassee, Florida 32301
Attn: District Counsel, Ashley Ligas
Ashley.Ligas@kutakrock.com

B. If to Manager: Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager, George Flint
GFlint@gmscfl.com

With copies to: Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: President, Darrin Mossing
DMossing@gmstnn.com

Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Chief Operating Officer, Keith Nelson
KNelson@gmscfl.com

Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Jeremy LeBrun, District Manager,
JLeBrun@gmscfl.com

Governmental Management Services-Central Florida LLC
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33304
Attn: Kurt Zimmerman, Registered Agent
kurt@zimmermanlaw.com

SECTION 9. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Flagler County, Florida.

SECTION 10. E-VERIFY REQUIREMENTS. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement

is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 11. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

SECTION 12. AMENDMENTS. Any amendment or change to this Agreement shall be in writing and executed by all Parties.

SECTION 13. ACKNOWLEDGEMENT. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

SECTION 14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement..

SECTION 15. INSURANCE. The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) *	\$1,000,000
<i>Bodily Injury and Property Damage</i>	
<i>Covering owned, non-owned, and hired</i>	
<i>vehicles</i>	

**Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insured, on a primary non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District 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.

SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is **George Flint** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager 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 Manager 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 Manager'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 Manager, the Manager 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 344-4844, INFO@GMSCFL.COM WITH A COPY TO GFLINT@GMSCFL.COM, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations,

covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 20. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager 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.

SECTION 21. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. If applicable, the Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 22. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Manager acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Manager acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Manager acknowledges that the District may terminate this Agreement if the Manager is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Manager certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Manager shall immediately notify the District. By entering into this Agreement, Manager agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Manager agrees to execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with section 787.06(13), *Florida Statutes*.

SECTION 24. MUNICIPAL ADVISOR STATEMENT. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Attest:

**SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary
Board Of Supervisors

By: _____

Print: _____

Its: _____

Print Name

Chairperson/Vice Chairperson,
Board of Supervisors

**GOVERNMENTAL MANAGEMENT
SERVICES-CENTRAL FLORIDA, LLC**

Witness

By: _____

Print: _____

Print Name of Witness

Its: _____

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit

EXHIBIT A
SCOPE OF SERVICES

**GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING
SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

Meetings, Hearings, Workshops, Etc.

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

Records

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.
- The Manager will serve as the Custodian of Public Records for the District and fulfill the duties imposed upon the District by Florida Statutes, Chapter 119.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.

- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.
 - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - Transmit Public Facilities Report and related updates to appropriate agencies.
 - Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.

Audits

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

Field Operations Management

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, the Field Operations Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A.
- Create and maintain a fluid monthly report or action item list and present this report at all regularly scheduled Board of Supervisors Meetings.
- Engage and supervise all persons, as needed, necessary to properly maintain and operate the Property; this includes and is not limited to hired service vendors, maintenance staff, contracted vendors, and their subs.
- Purchase tools, equipment, supplies, and materials, ensuring, without qualification or exception, that the District is receiving the benefit and economies of competitive market prices.
- Solicit bids for services and materials and supplies to the District.
- Solicit, analyze, and negotiate informal contracts on behalf of the District, for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property; all of which Service Contracts shall be

subject to prior approval of and be executed by an officer of the District designated by the Board.

- **Contract Management:** Oversee and manage District field contracts for Landscape Maintenance, Aquatic Maintenance, and other service vendors by meeting with, and coordinating with vendors as needed to ensure contractual standards are being satisfied. Deficiency reports will be created when it is prudent to do so to enhance performance.
- **Facility Management:** Perform routine inspections as needed and present areas of potential concern to the District as identified; site visits will be on average twice a month. This is to identify possible maintenance items and ensure contracted contractor supplemental work has been performed satisfactorily. Additionally, to proactively monitor the status of district assets.
- Correspond and communicate with the Board of Supervisors and District Staff to respond to the various needs of the District and Community.
- Provide regular reports to the Board regarding the status of pending and completed activities and operations affecting the District and the Property.

Field Maintenance Services

- At the direction of the Board of Supervisors, District Manager, and/or Field Operations Manager, facilitate and carry out maintenance requests for the Community.
- Include supporting details on the invoices for each maintenance repair assignment, as well as for the Monthly Field Operations Report.
- Perform regular general maintenance services as requested at normal rates. This can be done through a monthly allowance for more rapid and voluminous work or proposals can be provided for individual projects.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.

- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

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EXHIBIT B
SCHEDULE OF FEES

STANDARD ON-GOING SERVICES (“SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

1. DISTRICT MANAGEMENT SERVICES:

Services Description	Fiscal Year 2026 GMS Fees **
Management, Administrative, and Accounting Services - Annual Fee paid in equal monthly payments (plus reimbursables) - Our Agreement contemplates up to 12 meetings and 1 workshop annually	\$40,000
Annual Assessment Administration (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector) - One-time Annual Fee charged when the annual assessment is certified.	\$6,000
Information Technology Fees, Computer System Rental, & Annual Website Maintenance - Annual Fee paid in equal monthly payments (Does not include the cost of creation of an ADA-Compliant website, if applicable. No Overage fees due to the number of pages stored by GMS.)	\$3,000
Dissemination Agent Services - Annual Fee paid in equal monthly payments - o (\$2,500 for each additional series of Bonds)	\$7,500
Field Operations Management - Annual Fee paid in equal monthly payments. - The Field Operations Manager is an onsite part-time position. - o Two on-site visits per month on average	Services Available To Be Negotiated
Annual Fiscal Year 2026 GMS Fees (Prorated As Appropriate)	\$56,500

2. OTHER FEES SCHEDULE:

Item	Cost
Agenda Package Hardcopy (if Applicable)	\$2.50 per regular Agenda Mtg.
Copy	\$0.15 / black and white page
Binders, Envelopes, Storage Boxes, and other Office Supplies	Actual Cost
USPS / FedEx / UPS / Conference Calls	Actual Cost
Offsite Physical Records Storage and Archival	\$50.00 / Month
Additional Services Available:	Cost
Other Services ** - New Bond Issuance Cost (per bond issue) - Refinance Bond Issuance Cost (per bond issue) - Debt Service Assessment Methodology Preparation - SERC Preparation & Assistance w/ Petition - Prepaid Estoppel Letter – One Lot - Prepaid Estoppel Letter – Multiple Lots - Prepaid Estoppel Letter – Partial Payoffs - Annual Construction Accounting Fee (while active) - Request For Proposal Scope Preparation Documents (per RFP request - Landscaping, Irrigation, Aquatic, etc.)	\$25,000 \$15,000 \$20,000 \$5,000 \$100 \$250 \$299 \$2,500 \$3,500
Extended or Extra Board Meetings: Any extra meeting(s) or meeting duration exceeding a 3-hour duration may be charged a meeting overage fee.	\$250/hr.
Additional Services: All other requested items not specifically denoted in Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District.	To Be Negotiated

Item	Cost
Standard Hourly Rates: - The Hourly rate for the District Manager is \$175/Hour. - The Hourly rate for the District Accountant is \$125/Hour. - The Hourly rate for the Field Supervisor is \$100/Hour. - The Hourly rate for the District Administrative Assistant is \$80/Hour.	As Defined
Out-of-Pocket Reimbursable Expenses Reimbursable expenses to be itemized on invoicing each month.	At GMS Standard Rate or Costs
Facility Maintenance and Repair Services GMS has a comprehensive on-site and insured maintenance service for small to medium-sized projects which can be provided at the direction of the District Board of Supervisors and/or the District Manager	At GMS Standard Rate or Costs + Expenses
Public Records Requests: Public Records request will be charged to the person making the request at fees allowable by law. These amounts will be reimbursed to GMS-CF by the District at the same rate.	As Defined
** For Fiscal Year 2026, with dates effective October 1st, 2025, through September 30th, 2026, the GMS fees are reflected in the Adopted 2026 Budget.	
Miscellaneous fees are reviewed annually by GMS. An itemization of all miscellaneous fees and units consumed is included in the monthly invoice and presented to the Board of Supervisors for approval as part of the agenda packages. GMS strives to work with the District to minimize reimbursable expenses by utilizing electronic agendas and similar approaches. Any additional insurance requirements will be treated as reimbursable expenses and invoiced to the District annually.	

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EXHIBIT C CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/30/2025														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
PRODUCER Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	CONTACT NAME: Holly Howe PHONE (A/C No. Ext): (904) 262-8080 FAX (A/C No.): (904) 262-1444 E-MAIL: holly@zelenrisk.com ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Northfield Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Northfield Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED Governmental Management Services-Central Florida, LLC 1001 Bradford Way Kingston TN 37763-3146																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">COVERAGES</td> <td style="width: 33%;">CERTIFICATE NUMBER:</td> <td style="width: 33%;">REVISION NUMBER:</td> </tr> </table>			COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:											
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:														
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		WS623406	09/02/2024	09/02/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$										
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$										
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$										
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																
Certificate holder, its officers, supervisors, agents, managers, engineers and staff are additional insureds with respect to the general liability when required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of the additional insureds when required by written contract.																
CERTIFICATE HOLDER Seminole Palms CDD 219 E Livingston St Orlando, FL 32801				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Vicky M. Zelen</i> <HH>												

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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Edie Williams State Farm 330 A1A N Suite 324 Ponte Vedra, FL 32082	CONTACT NAME: Angela Dietrich	PHONE (A/C, No, Ext): 904-425-4054	FAX (A/C, No): 904-425-4049
	E-MAIL ADDRESS: Angela@EdieWilliams.com		
INSURED Governmental Management Services Central FL LLC 1001 Bradford Way Kingston, TN 37763	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company		25178
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		K20 4805-B15-59	02/15/2025	08/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Seminole Palms Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives is Additional Insured with regard to Auto Liability.
The insurance is Primary and Non-Contributory with respects to claims arising out of the operation of the described vehicle.
Waiver of Subrogation under the Liability Coverage and Property Damage Coverage.
If Liability Coverage or Property Damage Liability Coverage is changed or terminated as to the interest of the Additional Insured, we will provide the Additional Insured 10 days notice of such change or termination unless another number of days notice is shown on the Declarations Page.

CERTIFICATE HOLDER Seminole Palms CDD 219 E. Livingston Street Orlando, FL 32081	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

1001486 132849,12 03-16-2016

EXHIBIT D
ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Kelly Adams, as Director of Human Resources, on behalf of Governmental Management Services – Central Florida, LLC (the "Manager"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Manager: Governmental Management Services –
Central Florida LLC

By: Kelly Adams

Name: Kelly Adams

Title Director of Human Resources

Date: 12/6/2024

STATE OF ~~FLORIDA~~ Tennessee
COUNTY OF Reana

SWORN TO AND SUBSCRIBED before me ☒ physical presence or ☐ remote notarization by
Amanda Jones, as _____, of _____, who is ☒
personally known to me or ☐ who produced _____ as identification this 6 day of
December, 20 24.

(Notary Seal)

Amanda Jones
Notary Public

EXHIBIT 9

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO REMOVE AND APPOINT SIGNORS ON THE BANK ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors desires to remove prior authorized signatories of the local bank account for the District and appoint the Secretary and Treasurer as signors on the account.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT THAT:

1. **DESIGNATING AUTHORIZED SIGNATORIES.** The District Manager is directed to update the records of the local bank account at _____ for the District. Secretary and Treasurer shall be appointed as signors on the account.

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

PASSED AND ADOPTED this 27th day of October, 2025.

ATTEST:

**SEMINOLE PALMS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT 10

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Radiance Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

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

SECTION 1. The following are appointed as Officers of the District effective 12:00 a.m. on November 17, 2025:

<u>George Flint</u>	is appointed Secretary;
<u>Jill Burns</u>	is appointed as Treasurer;
<u>Jeremy LeBrun</u>	is appointed as Assistant Secretary;
<u>Katie Costa</u>	is appointed as Assistant Treasurer;
<u>Alison Mossing</u>	is appointed as Assistant Treasurer; and
<u>Darrin Mossing, Sr.</u>	is appointed as Assistant Treasurer.

SECTION 2. As of 11:59 p.m. on November 16, 2025, any Officer who is a past or present employee of Vesta Property Management or Vesta District Services, Inc. is removed without further action of the Board.

SECTION 3. This Resolution supersedes any prior appointments made by the Board for Secretary, Treasurer, Assistant Secretaries, and Assistant Treasurers, with the exception that current Board members who are not the Chairperson or Vice Chairperson shall remain Assistant Secretaries.

[SIGNATURE PAGE TO FOLLOW]

SECTION 5. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 27TH DAY OF OCTOBER 2025.

ATTEST:

**RADIANCE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair / Vice Chair, Board of Supervisors

EXHIBIT 11

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Seminole Palms Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Flagler 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 amend its adopted annual meeting schedule for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“Fiscal Year 2025-2026”), attached as **Exhibit A**.

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

SECTION 1. The Amended Fiscal Year 2025-2026 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 27th day of October, 2025.

ATTEST:

**SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2025-2026 Annual Meeting Schedule

Exhibit A

**BOARD OF SUPERVISORS MEETING DATES
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025-2026
(AMENDED)**

The Board of Supervisors of the Seminole Palms Community Development District will hold their regular meetings for Fiscal Year 2025-2026 at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida 32164 at 12:30 p.m., or as shortly thereafter as reasonably possible, as follows:

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

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. 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, 219 East Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524 ("District Office").

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 (813) 933-5571 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.

EXHIBIT 12



ENHANCING NATURE

FIELD SERVICE REPORT

Customer Name: seminole palms

Date: 8-22-25

Service Specialist: austin

AQUATIC MANAGEMENT

☒ EMERGENT VEGETATION

RESOURCE #: 1-16

☐ SUBMERGENT VEGETATION

RESOURCE #:

☐ FILAMENTOUS ALGAE

RESOURCE #:

☐ PLANKTONIC ALGAE

RESOURCE #:

☐ FLOATING VEGETATION

RESOURCE #:

GROUND CREW SERVICE

☐ LITTORAL AREA HERBICIDE TREATMENT

RESOURCE #:

☐ LITTORAL AREA MANUAL REMOVAL

RESOURCE #:

☐ PRESERVE AREA MAINTENANCE

RESOURCE #:

☒ DEBRIS CLEANUP

RESOURCE #: 1-16

☐ OTHER (SEE COMMENTS)

RESOURCE #:

FOUNTAIN / AERATION MANAGEMENT

☐ DISPLAY CLEANING SERVICE

RESOURCE #:

☐ INTAKE CLEANING SERVICE

RESOURCE #:

☐ VOLTAGE / AMPERAGE CHECK

RESOURCE #:

☐ CONTROL BOX INSPECTION

RESOURCE #:

☐ OTHER (SEE COMMENTS)

RESOURCE #:

STORMWATER SYSTEMS / STRUCTURES

☐ OVERFLOW GRATE INSPECTION / CLEANING

RESOURCE #:

☐ WATER LEVEL CONTROL PIPE INSPECTION / CLEANING

RESOURCE #:

☐ OVERFLOW WEIR / SWALE MAINTENANCE

RESOURCE #:

COMMENTS: Went through and treated all the ponds listed above for emergents I also picked up trash from around the bank.

Please allow 5 to 10 days to notice thank you.