Seminole Palms
Community Development District

Agenda

November 20, 2026

AGENDA

Seminole Palms
Community Development District

Meeting Agenda

Friday
November 20, 2026
12:30 PM

Hilton Garden Inn Palm Coast/Town Center
55 Town Center Blvd.
Palm Coast, Florida

Landowners' Meeting

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of Chairman for the Purpose of Conducting the Landowners' Meeting
4. Nominations for the Position of Supervisor
5. Casting of Ballots
6. Ballot Tabulation
7. Landowner's Questions and Comments
8. Adjournment

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Organizational Matters
    A. Administration of Oaths of Newly Elected Board Members (Seat #1), (Seat #2) & (Seat #4)
    B. Consideration of Resolution 2027-01 Canvassing and Certifying the Results of the Landowners' Election
    C. Election of Officers
    D. Consideration of Resolution 2027-02 Electing Officers
4. Approval of Meeting Minutes
    A. August 21, 2026, Audit Committee Meeting
    B. August 21, 2026, Board of Supervisors Meeting
5. New Business Items
    A. Consideration of Resolution 2027-03 Amending Fiscal Year 2026 Budget
    B. Consideration of Agreement with PayGov.US for Electronic Payment Processing
    C. Ratification of Acquisition of Amenity Center Improvements
    D. Ratification of Interlocal Agreement with the Flagler County Sheriff's Office
    E. Ratification of Requisition 2024-28-33 Seminole Palms Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project)
6. Staff Reports
    A. Attorney
    B. Engineer
    C. Field Manager

i. Consideration of Addendum to Service Agreement for Phase 2 Mowing Additional Areas with Yellowstone
ii. Ratification of Second Amendment to Lake Maintenance Service Agreement with Lake Pros, LLC
iii. Ratification of HVAC Service Agreement with Sunshine Heating and Air Conditioning, Inc.
iv. Ratification of Pest Control Management Services with Rentokil
v. Ratification of Maintenance Service Agreement with GymWorx

D. District Manager's Report
i. Approval of Check Registers
ii. Balance Sheet and Income Statement

7. Other Business
8. Supervisor's Requests
9. Next Meeting Date – December 18, 2026
10. Adjournment

Landowners' Meeting

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: **November 20, 2026**

TIME: **12:30 P.M.**

LOCATION: Hilton Garden Inn Palm Coast/Town Center.
55 Town Center Blvd., Palm Coast, Florida 32164

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District **("District")** has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors **("Board")** every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property**.**

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

BOARD OF SUPERVISORS

MEETING

SECTION III

SECTION B

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER'S ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR 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, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

Seat Number	Supervisor	Number of Votes
1	_____	_____
2	_____	_____
4	_____	_____

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes,* and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

Seat Number	Supervisor	Term	Term Expiration
1	_____	___ year	_____
2	_____	___ year	_____
4	_____	___ year	_____

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of November 2026.

ATTEST:	**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

SECTION D

RESOLUTION 2027-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR 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 within, Flagler County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") desires to elect the Officers of the District.

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

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

Chairperson _____

Vice Chairperson _____

Secretary _____

Assistant Secretary _____

Assistant Secretary _____

Assistant Secretary _____

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

PASSED AND ADOPTED this 20th day of November 2026.

ATTEST**:**

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson/Vice Chairperson,
Board of Supervisors

MINUTES

SECTION A

MINUTES OF MEETING
SEMINOLE PALMS
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Seminole Palms Community Development District was held Friday, **August 21, 2026,** at 12:30 p.m. at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida.

Present for the Audit Committee were:

Bill Fife
Haley Kiernan
Charlie Faulkner
Tim Smith

Also present were:

Jeremy LeBrun	District Manager, GMS
Jere Earlywine *by phone*	District Counsel
Rich Gray	Field, GMS
Kayla Rinker	HOA

FIRST ORDER OF BUSINESS **Roll Call**

Mr. LeBrun called the meeting to order and called roll.

SECOND ORDER OF BUSINESS **Public Comment Period**

Mr. LeBrun opened the public comment period.

THIRD ORDER OF BUSINESS **Approval of Minutes of May 15, 2026 Audit Committee Meeting**

Mr. LeBrun presented the May 15, 2026, Audit Committee meeting minutes. With no comments, corrections or changes requested, a motion was made to approve the minutes.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, the Minutes of the May 15, 2026, Audit Committee Meeting, were approved.

FOURTH ORDER OF BUSINESS **Review of Proposals and Tally of Audit Committee Members Rankings**

A. Grau & Associates

Mr. LeBrun reviewed the only proposal received and the Board unanimously ranked Grau & Associates #1 with 100 points. The committee's recommendation will be presented to the Board at its next meeting.

On MOTION by Mr. Fife, seconded by Mr. Smith, with all in favor, Ranking Grau & Associates as the #1 Proposed, was approved.

FIFTH ORDER OF BUSINESS **Adjournment**

Mr. LeBrun asked for a motion to adjourn.

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

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION B

MINUTES OF MEETING
SEMINOLE PALMS
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Seminole Palms Community Development District was held Friday, **August 21, 2026,** at 12:30 p.m. at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida.

Present and constituting a quorum:

Bill Fife	Chairman
Charlie Faulkner	Assistant Secretary
Tim Smith	Assistant Secretary
Rob Hasse	Appointed as Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager, GMS
Jere Earlywine *by phone*	District Counsel
Rich Gray	Field, GMS
Kayla Rinker	HOA

FIRST ORDER OF BUSINESS **Roll Call**

Mr. LeBrun called the meeting to order and called roll. Three Supervisors were present constituting a quorum.

FIFTH ORDER OF BUSINESS **Organizational Matters**

A. Acceptance of Resignation of Eric Morrisette and Appointment of Individual to Fulfill Board Vacancy with a Term Ending November 2028.

Mr. LeBrun stated that the Board had moved Item 5A to the beginning of the agenda, they unanimously accepted Mr. Eric Morrisette's resignation, and appointed Mr. Rob Hasse to fill the vacant seat.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Accepting the Resignation of Mr. Eric Morrisette, was approved.

B. Administration of Oath of Office to Newly Appointed Supervisor, Mr. Rob Hasse.

Mr. LeBrun stated that Mr. Rob Hasse took the oath of office and was sworn in as a member of the Board. The Board agreed to keep the officers in their current position. Staff confirmed that a quorum was present and noted for the record that Tim Smith had left the meeting.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Appointment of Rob Hasse to Fulfill Board Vacancy with a Term Ending November 2028, was approved.

C. Consideration of Resolution 2026-11, Electing Officers

Mr. LeBrun stated that the Board agreed to keep the officers in their current positions.

On MOTION by Mr. Fife, seconded by Mr. Smith, with all in favor, Resolution 2026-11 Electing Officers, was approved.

SECOND ORDER OF BUSINESS Public Comment Period

Mr. LeBrun opened the public comment period.

Mr. Mike Kettler said the mosquitoes were worse than he had seen during his 20 years in Palm Coast and asked whether mosquito control was in place. The Board discussed the mosquito-control services available through Flagler County and noted that carp had been placed in the ponds to help control mosquito larvae. It was agreed to contact the East Flagler County Mosquito Control District about spraying the community. Mr. Kettler also reported dirt bikes being ridden on the trail around the lake and expressed concern about the District's potential liability if someone were injured. Mr. LeBrun noted that electric bikes had previously been seen in the area, but the dirt bikes were a new concern. Mr. Kettler also complimented the recent Jimmy Buffett pool party.

Mr. Jim Roundtree asked how residents had been notified about the pool party and was told that an email had been sent. On behalf of a neighbor named Dave, he suggested moving future Board meetings to the amenity center. He said it would be quieter, easier for attendees to hear, and might encourage greater community participation as the neighborhood grew.

Mr. Peter Staros raised concerns about the lack of designated overnight parking for visitors. He asked where guests were expected to park if they could not park on the sidewalk, street, grass, or at the amenity center. Mr. LeBrun clarified that the CDD was not towing vehicles and had no rules prohibiting street parking. However, overnight parking was not permitted at the amenity center.

Another resident named John reported that people had been reaching over or through the pool gates to unlatch them and enter without using a key fob. He said it was difficult to know whether they were residents who had forgotten their fobs or people who did not belong in the community. He asked that the District consider additional measures to prevent unauthorized access. John's last name was not audibly clear.

THIRD ORDER OF BUSINESS **Approval of June 19, 2026 Meeting Minutes**

Mr. LeBrun presented the June 19, 2026, meeting minutes. With no comments, corrections or changes requested, a motion was made to approve the minutes.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, the Minutes of the June 19, 2026, Meeting, were approved.

FOURTH ORDER OF BUSINESS **Public Hearing**

A. Fiscal Year 2027 Budget and Assessments

Mr. LeBrun stated that the Board had unanimously opened the public hearing and began discussing the Fiscal Year 2027 budget and assessments.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2026-08 Adopting the Fiscal Year 2027 Budget and Appropriating Funds

Mr. LeBrun reviewed Resolution 2026-08, which adopted the Fiscal Year 2027 budget and appropriated the funds. Mr. LeBrun explained that very little had changed since the proposed budget was previously reviewed. There were no additional public comments or Board questions.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Resolution 2026-08 Adopting the Fiscal Year 2027 Budget and Appropriating Funds, was approved as amended.

ii. Consideration of Resolution 2026-09 Imposing Special Assessments and Certifying an Assessment Roll

Mr. LeBrun explained that Resolution 2026-09 imposed the special assessments that funded the newly adopted budget. A resident asked where to find the full budget and pool expenses. Mr. LeBrun said that the budget was posted online and that pool-related costs were listed under the amenity section.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Resolution 2026-09 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Closing the Public Hearing, was approved.

B. Rules of Procedure

i. Consideration of Resolution 2026-10 Adopting Amenity Rules and Rates

Mr. LeBrun stated that the Board had opened the public hearing for Resolution 2026-10, which adopted the amenity rules and rates.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Opening the Public Hearing, was approved.

Mr. LeBrun noted the final version reflected previous Board discussions and resident feedback, including reducing the rental fee to $25 and allowing the Board to waive fees for certain community groups. There were no additional comments or questions, and the Board unanimously approved the resolution.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Resolution 2026-10 Adopting Amenity Rules and Rates, was approved.

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

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Closing the Public Hearing, was approved.

SIXTH ORDER OF BUSINESS New Business Items

A. Presentation of Fiscal Year 2025 Financial Audit

Mr. LeBrun reviewed the Fiscal Year 2025 financial audit. He explained that the District received a clean audit with no issues noted. The Board unanimously accepted the audit, and Mr. LeBrun planned to submit it to the State.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, all in favor, Accepting the Fiscal Year 2025 Financial Audit was approved.

B. Consideration of Fiscal Year 2026 Deficit Funding Agreement

Mr. LeBrun discussed the Fiscal Year 2026 Deficit Funding Agreement. He explained that the amenity expenses had not been budgeted for the final four months of the fiscal year, so the developer would cover any shortfall if needed. The Board unanimously approved the agreement.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, the Fiscal Year 2026 Deficit Funding Agreement was approved.

C. Consideration of Fiscal Year 2027 Deficit Funding Agreement

Mr. LeBrun stated that the Board had discussed the Fiscal Year 2027 Deficit Funding Agreement. He initially believed the agreement was unnecessary because the budgeted revenues and expenses were balanced and all assessments had been placed on the tax roll. However, after discussing Phase 3, which was only about 30% built out, the Board agreed that funding might still be needed for the unsold lots. The Board approved the deficit funding agreement and authorized the related adjustment to the assessment allocation in Resolution 2026-08, as recommended by counsel. Mr. LeBrun noted that the agreement could be canceled if the remaining lots were expected to sell during the fiscal year.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, the Fiscal Year 2027 Deficit Funding Agreement, was approved as amended.

D. Consideration of Flagler County Property Appraiser Data Sharing and Usage Agreement

Mr. LeBrun reviewed the annual Flagler County Property Appraiser Data Sharing and Usage Agreement, which required the District not to share any confidential information it received.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, the Flagler County Property Appraiser Data Sharing and Usage Agreement, was approved.

E. Ratification of Requisition 2025-27 Seminole Palms Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project)

Mr. LeBrun stated that the Board had ratified Requisition 2025-27 for the Series 2024 Assessment Area Two Projects. He had already reviewed and signed off on the requisition.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Requisition 2025-27 Seminole Palms Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project), was ratified.

SEVENTH ORDER OF BUSINESS **Acceptance of Ranking of the Audit Committee and Authorizing Staff to Send a Notice of Intent to Award Number 1 Ranked Firm**

Mr. LeBrun stated that the Board had accepted the Audit Committee's ranking and authorized staff to send a notice of intent to award to the top-ranked firm.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, Acceptance of Ranking of the Audit Committee and Authorizing Staff to Send a Notice of Intent to Award to Grau & Associates, was approved.

EIGHTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Earlywine reported that several earlier projects were nearing completion and that real estate due diligence was underway. He said everything appeared to be in order, and the Board had no questions.

B. Engineer

There being no comments, the next item followed.

C. Field Manager

i. Field Manager Packet

Mr. Gray reviewed preventative maintenance proposals from Gym Works and Life Fitness for the fitness equipment. He explained that the services included inspecting, lubricating and tightening the equipment, checking treadmill belts and weights, and identifying damaged or missing parts. Warranty repairs would still be handled by the manufacturer.

ii. Presentation of Bi-Annual and Quarterly Preventative Maintenance Proposal with Gym-Works and Life Fitness

Mr. Gray stated that after discussing semiannual versus quarterly service, the Board approved Life Fitness to perform quarterly preventative maintenance at $728 per visit. The motion was seconded and passed unanimously. The Board reviewed proposals from Gym Works and Life Fitness for preventative maintenance on the gym equipment. After discussing the services, warranty coverage and the number of yearly visits, the Board approved Life Fitness to provide quarterly maintenance at $728 per visit.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, the Bi-Annual and Quarterly Preventative Maintenance Proposal with Gym-Works and 4x a Year Life Fitness, was approved.

iii. Presentation of HVAC Preventative Maintenance Agreement Proposal with Sunshine State Heating and Air Conditioning

Mr. Gray discussed the HVAC maintenance proposal from Sunshine AC. He recommended the company based on several years of positive experience working with them at other Districts.

The proposal was $425 per quarter and included cleaning the evaporator coils, testing the equipment, and a 20% discount on replacement parts. The Board approved the proposal unanimously.

> On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, the HVAC Preventative Maintenance Agreement Proposal with Sunshine State Heating and Air Conditioning, was approved.

iv. Ratification of Agreement for Pool Maintenance Services with PoolSure

Mr. Gray stated that the Board had ratified the pool maintenance and services agreement for the bulk delivery of dry acid, CYA, bleach, and shock chemicals to the amenity center. He discussed plans to install panic-bar covers on the pool gates to prevent people from reaching through and opening them. Adjustments were being made to one gate that was not closing properly, and covers would be ordered for all three gates. The Board agreed to install a sign near the rear area stating that motorized bikes were prohibited, which would help staff enforce the restriction and support any future trespassing complaints.

> On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, the Agreement for Pool Maintenance Services with PoolSure, was ratified.

D. District Manager's Report

i. Approval of Check Registers

Mr. LeBrun stated that the Board had reviewed checks 49 through 59, totaling $49,281.62, and unanimously approved the check register.

> On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Mr. LeBrun stated that the Board had reviewed the unaudited financials through July 31, 2026. No action was required.

iii. Approval of Fiscal Year 2027 Meeting Schedule

Mr. LeBrun reviewed the proposed 2027 meeting schedule, keeping the same meeting day, time and location. Management explained that several CDD meetings were held at the location on Fridays and shared use of the facility helped reduce rental costs.

The Board discussed concerns about street and amenity-center parking. Mr. LeBrun explained that the internal roads were CDD-owned public roads, but the District had not adopted any special parking or towing rules and did not have a towing company under contract. Any towing currently taking place was not being authorized by the CDD. State laws regarding blocked sidewalks, fire hydrants and emergency-vehicle access still applied. The Board discussed allowing visitor parking in the portion of the amenity-center lot closest to the mailboxes, but management noted that the lot could become crowded once the community was fully built out. Mr. Earlywine explained that the District could establish parking restrictions, fines or towing procedures in the future and might also need a traffic-enforcement agreement for law enforcement to issue citations on the CDD roads. Mr. Fife asked for them to begin working on the traffic-enforcement agreement so law enforcement could address speeding and other traffic concerns when needed. The Board approved the 2027 meeting schedule with the same meeting day, time and location. The Board also discussed parking and towing concerns. Mr. LeBrun explained that the internal roads were owned by the CDD, but the District had not adopted any special parking or towing rules and did not have a towing company under contract. Mr. Earlywine discussed possible future parking restrictions and recommended putting a traffic-enforcement agreement in place. Mr. Fife asked for them to begin that process so law enforcement could address speeding and other traffic concerns when needed.

On MOTION by Mr. Fife, seconded by Mr. Faulkner, with all in favor, the Fiscal Year 2027 Meeting Schedule, was approved.

NINTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS Next Meeting Date – September 18, 2026

Mr. LeBrun reminded the Board of the next regular meeting scheduled September 18, 2026.

TWELFTH ORDER OF BUSINESS Adjournment

Mr. LeBrun asked for a motion to adjourn.

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

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION V

SECTION A

RESOLUTION 2027-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2025/2026, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 25, 2025, the Board of Supervisors (**"Board"**) of Seminole Palms Community Development District ("**District**"), adopted Resolution 2025-06 providing for the adoption of the District's Fiscal Year 2025/2026 annual budget ("**Budget**"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual and anticipated appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2025-06 authorize the Board to amend the Budget at any time within Fiscal Year 2025/2026 or within sixty (60) days following the end of the Fiscal Year 2025/2026; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

1. BUDGET AMENDMENT.

a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2025/2026.

c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget

for Seminole Palms Community Development District for the fiscal year ending September 30, 2026, as amended and adopted by the Board of Supervisors."

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025/2026, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2025-06, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2025-06 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

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

PASSED AND ADOPTED this 20th day of November, 2026.

ATTEST:	**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A

Amended Fiscal Year 2025/2026 Budget

Seminole Palms

Community Development District

Amended Budget

FY 2026

Seminole Palms
Community Development District

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General Fund	1

Seminole Palms
Community Development District
FY 2026 Budget Amendment
General Fund

Description	Adopted FY26 Budget	Increase/ (Decrease)	Amended FY26 Budget	Actual 9/30/26
Revenues				
Special Assessments	$ 407,079	$ (54,000)	$ 353,079	$ 353,135
Developer Contributions	$ -	$ 40,000	$ 40,000	$ 40,792
Miscellaneous Income	$ -	$ 200	$ 200	$ 200
Assessments - Lot Closings	$ -	$ 61,000	$ 61,000	$ 61,356
Total Revenues	**$ 407,079**	**$ 47,200**	**$ 454,279**	**$ 455,483**
Expenditures				
Administrative				
Supervisor Fees	$ 2,400	$ -	$ 2,400	$ 800
Engineering	$ 30,000	$ -	$ 30,000	$ 1,972
Dissemination	$ 2,000	$ -	$ 2,000	$ 14,792
Assessment Administration	$ 2,500	$ -	$ 2,500	$ -
Attorney	$ 20,000	$ -	$ 20,000	$ 6,167
Annual Audit	$ -	$ -	$ -	$ 3,600
Trustee Fees	$ -	$ -	$ -	$ 7,500
Management Fees	$ 45,500	$ -	$ 45,500	$ 40,889
Asministrative Services	$ -	$ -	$ -	$ -
Accounting Services	$ -	$ -	$ -	$ -
Website Administration	$ 1,515	$ -	$ 1,515	$ 4,169
Information Technology	$ -	$ -	$ -	$ 1,570
Postage	$ 500	$ -	$ 500	$ 718
Copies	$ -	$ -	$ -	$ 91
Insurance	$ 6,000	$ -	$ 6,000	$ 5,732
Printing & Binding	$ 500	$ -	$ 500	$ -
Legal Advertising	$ 6,500	$ -	$ 6,500	$ 872
Other Current Charges	$ 500	$ -	$ 500	$ 1,976
Office Supplies	$ -	$ -	$ -	$ 40
Dues, Licenses & Subscriptions	$ 175	$ -	$ 175	$ 175
Contingency	$ 1,500	$ -	$ 1,500	$ -
Total Administrative	**$ 119,590**	**$ -**	**$ 119,590**	**$ 91,063**
Operations & Maintenance				
Field Management	$ 46,000	$ -	$ 46,000	$ 11,250
Streetlights - Electric	$ 13,050	$ -	$ 13,050	$ 28,886
Irrigation - Water	$ -	$ 56,000	$ 56,000	$ 55,313
Repairs & Maintenance	$ -	$ 12,000	$ 12,000	$ 11,941
Landscape Maintenance	$ 150,000	$ -	$ 150,000	$ 167,530
Landscape Contingency	$ 15,000	$ 20,000	$ 35,000	$ 32,136
Irrigation Repairs	$ -	$ -	$ -	$ 8,039
Landscape Inspections	$ 13,500	$ -	$ 13,500	$ -
Lake Maintenance	$ 15,939	$ -	$ 15,939	$ 21,060
Contingency	$20,000	$ -	$20,000	$ 448
Total Common Area Maintenance	**$ 273,489**	**$ 88,000**	**$ 361,489**	**$ 336,603**
Amenity Center:				
Amenities Management	$ -	$ -	$ -	$ 5,000
Property Insurance	$ -	$ 10,000	$ 10,000	$ 9,324
Amenity - Electric	$ -	$ -	$ -	$ 3,264
Water	$ -	$ -	$ -	$ 1,518
Dues, Licenses, Permits	$ 2,000	$ -	$ 2,000	$ 250
Pest Control	$ 1,000	$ -	$ 1,000	$ -
Pool Maintenance	$ -	$ -	$ -	$ 5,600
Pool Chemicals	$ 10,000	$ -	$ 10,000	$ 3,777
Janitorial	$ -	$ -	$ -	$ 5,000
Contingency	$ 1,000	$ -	$ 1,000	$ -
Fitness Equipment	$ -	$ 18,000	$ 18,000	$ 17,133
Special Events	$ -	$ -	$ -	$ 400
Total Amenity Center	**$ 14,000**	**$ 10,000**	**$ 24,000**	**$ 51,266**

Seminole Palms
Community Development District
FY 2026 Budget Amendment
General Fund

Description	Adopted FY26 Budget	Increase/ (Decrease)	Amended FY26 Budget	Actual 9/30/26
Total Expenditures	**$ 407,079**	**$ 98,000**	**$ 505,079**	**$ 478,932**
Excess Revenues (Expenditures)	$ -	$ (50,800)	$ (50,800)	$ (23,449)
NET CHANGE IN FUND BALANCE	**$ -**	**$ (50,800)**	**$ (50,800)**	**$ (23,449)**
Fund Balance - Beginning	$ -	$ 50,800	$ 50,800	$ 83,480
Fund Balance - Ending	$ -	$ -	$ -	$ 60,031

SECTION B

PayGOV.US, LLC.
7915 S. Emerson Ave B199
Indianapolis, IN 46237

PAYMENT PROCESSING SERVICES AGREEMENT

THIS PAYMENT PROCESSING SERVICES AGREEMENT (this "**Agreement**") is made and entered into effective November 18, 2026 (the "**Effective Date**"), by and between **PayGOV.US**, LLC, a [STATE] limited liability company ("**PGV**"), with its principal address at 7915 S. Emerson Ave B199, Indianapolis, IN 46237, and the Seminole Palms Community Development District, a local unit of special-purpose government established under Chapter 190, Florida Statutes (the "**District**"**)**, with its principal address at c/o 219 East Livingston Street, Orlando, FL 32801.

1. Services. PGV has designed and developed a payment processing system and internet processing services for governmental entities to enhance the collection of payments and other obligations on a 24/7 basis. PGV will provide the District with online payment acceptance, in-person and telephone payment acceptance (if requested by the District), and the related processing, settlement, and reporting services described in this Agreement (collectively, the "**Services**"), so that the District may accept payment by credit card, charge card, bank debit card, and electronic funds transfer, including by a method for accepting payment online, as required by section 215.322(5), *Florida Statutes*, as amended by chapter 2026-169, Laws of Florida, effective January 1, 2027. A person wanting to pay an obligation owed to the District may do so by logging on to the designated website link, or through any other payment channel the District elects to offer under this Agreement, at no cost to the District. PGV will also provide, upon the District's request, card-swipe or other point-of-sale equipment for onsite payments at no cost to the District. The equipment remains PGV's property, and PGV is responsible for installing, maintaining, updating, and replacing it. Upon expiration or termination of this Agreement, the District will make the equipment available for retrieval by PGV at PGV's expense, and the District is not responsible for ordinary wear and tear.

2. Convenience Fees. PGV will assess the person making the payment (and not the District) a convenience fee equal to 3% of the transaction amount for all POS, online, mobile, or over-the-phone (in office) credit card, charge card, and debit card transactions. A minimum flat convenience fee of $1.00 will apply to any such transaction under $33.00. E-Check (ACH) transactions will be charged a flat fee of $1.00 per transaction to the person making the payment, and not to the District. Before the payer submits any transaction, PGV must clearly disclose the amount of the convenience fee and that it is charged by PGV and not by the District, and must allow the payer to cancel the transaction without charge. The convenience fee is billed separately from the amount owed to the District and is paid directly to and retained by PGV as PGV's sole compensation for the Services. The convenience fee is not an assessment, rate, fee, rental, or other charge imposed by the District, is not revenue of the District, and will not be received or retained by the District or its district manager. PGV is solely responsible for ensuring that the convenience fee, as assessed and disclosed, complies with applicable law and all applicable card network rules. PGV may not increase the convenience fee or impose any new or additional fee, on the District or on payers, without a written amendment to this Agreement approved by the District's Board of Supervisors and signed by both parties.

3. Settlement and Reporting. The Services include timely and accurate transaction processing, next business day reconciliation, and transfer by ACH of the full amount of each payment, without

deduction or offset for any convenience fee or other charge, from PGV to the District's designated depository account within [two (2)] business days after the transaction is authorized. All payments PGV receives for obligations owed to the District are the property of the District and are held by PGV in trust for the District. PGV must provide the District and its district manager with online access to transaction-level reporting and a monthly statement identifying, for each transaction, the date, payer, amount paid to the District, convenience fee charged, and any refund, return, or chargeback. PGV may not debit the District's account except to reverse an E-Check transaction that is returned or charged back through the ACH network, and then only after written notice to the District identifying the transaction. At the District's written direction, PGV will process refunds to payers of amounts paid to the District (for example, returned rental deposits), and the District will fund the refunded amount. PGV may not charge the District for processing a refund.

4. Card and Account Verification. Section 215.322(5)(a), *Florida Statutes*, requires the District to verify both the validity of any credit card, charge card, bank debit card, or electronic funds transfer used and the existence of appropriate credit with respect to the person using the card or transfer. PGV will perform that verification on the District's behalf before authorizing each transaction and will not authorize any transaction that fails verification.

5. No Cost to District; Independent Contractor; Confidentiality. PGV will provide the Services to the District during the term of this Agreement, beginning on the Effective Date. PGV agrees the District is not responsible for any compensation for the Services, and the District will not pay any setup, equipment, monthly, minimum, transaction, chargeback, or other fees, or any associated operational costs or local, state, or federal taxes, on behalf of PGV. Nothing in this Agreement requires the District to accept payments exclusively through PGV or to process any minimum volume. PGV accepts and agrees to perform all Services as an independent contractor and not as an employee, agent, or partner of the District, except for the limited authorizations in Section 14. PGV and the District each agree (i) to hold the other party's confidential information in strict confidence; and (ii) not to disclose such information to any third parties without the prior written consent of the disclosing party or as required by law or regulation. PGV acknowledges that the District is subject to Chapter 119, *Florida Statutes*, and that the District's obligations under this Section extend only to information that is confidential or exempt from public disclosure under applicable law. Cardholder, bank-account, and other personal information of payers that PGV receives in performing the Services is confidential information of the District.

6. Indemnification; Chargebacks and Returns. PGV will defend, indemnify, and hold harmless the District and its supervisors, officers, staff, district manager, agents, and employees from and against any credit card transaction disputes, chargebacks, claims, losses, damages, and other expenses, including attorneys' fees and litigation expenses (including at trial and on appeal), suffered or incurred due to PGV's negligence or willful misconduct, any security incident involving payer information in the possession or control of PGV or its processors or subcontractors, PGV's violation of law or card network rules, or PGV's failure to perform any of its obligations under this Agreement. The District agrees to reasonably assist PGV, to the extent permitted by law, with (i) any efforts necessary to facilitate collection of funds from any cardholder to include reinstatement of the obligation owed to the District; and (ii) providing cardholder information pertinent to any inquiry or dispute regarding payment made to the District through the Services. Returned or charged-back ACH (aka E-Check) transactions are excluded from PGV's indemnification of chargebacks under this Section, and the District will reconcile those transactions, including returns and chargeback transactions, but this exclusion does not limit

PGV's obligations for its negligence, willful misconduct, or failure to perform. This Section survives expiration or termination of this Agreement.

7. Standards of Performance; Compliance with Laws; Governing Law. PGV represents that it is qualified to perform the Services, and that all work will be accomplished in a professional and workmanlike manner. PGV agrees to observe and comply with all federal, state, and local laws, and all applicable card network and NACHA operating rules, in performing the Services, including section 215.322, *Florida Statutes*, the Payment Card Industry Data Security Standard ("**PCI DSS**"), and the accessibility requirements of Title II of the Americans with Disabilities Act applicable to the online payment website. This Agreement is governed by the laws of the State of Florida. Venue for any action arising under this Agreement lies exclusively in the state courts located in Flagler County, Florida.

8. Data Security; Security Incidents. PGV must maintain PCI DSS compliance throughout the term of this Agreement and must provide the District, upon request, a copy of PGV's current PCI DSS attestation of compliance and that of each processor PGV uses. PGV must use reasonable administrative, technical, and physical safeguards, consistent with industry best practices, to protect cardholder, bank-account, and other personal information of payers, including encryption of that information in transit and at rest. PGV must promptly notify the District in writing if PGV or any of its processors ceases to be PCI DSS compliant. PGV may not access, use, disclose, sell, or share payer information for any purpose other than performing the Services or as required by law, and may not use it for marketing. PGV may retain payer information only as long as necessary to perform the Services, to comply with card network rules, or to comply with Section 2 of Exhibit A (Public Records), and then must securely destroy it. If PGV discovers or is notified of any actual or reasonably suspected breach of security (as defined in section 501.171(1), *Florida Statutes* and any successor statute) or other unauthorized access to payer information in the possession or control of PGV or its processors or subcontractors, PGV must (i) notify the District in writing within 48 hours after discovery or notice; (ii) take all action reasonably necessary to contain, investigate, and remediate it; (iii) cooperate with the District and any law enforcement or regulatory authority, including preserving relevant evidence; (iv) provide the District a written incident report describing the nature and scope of the incident, the information affected, and the remedial actions taken; and (v) to the extent the incident is attributable to the acts or omissions of PGV or its processors or subcontractors, bear the cost of any notices required by law, including under section 501.171, *Florida Statutes*, and provide credit monitoring services for not less than 12 months to affected individuals, at PGV's sole expense. This Section survives expiration or termination of this Agreement.

9. Insurance. PGV must maintain, at its own expense throughout the term of this Agreement, (i) commercial general liability insurance with limits of not less than $[1,000,000] per occurrence and $[2,000,000] in the aggregate; (ii) cyber liability (network security and privacy) insurance, including coverage for breach response costs, with limits of not less than $1,000,000 per claim; and (iii) crime insurance covering employee dishonesty and computer and funds transfer fraud with limits of not less than $1,000,000. PGV must name the District as an additional insured on the commercial general liability policy and must provide the District a certificate of insurance upon execution of this Agreement and upon request.

10. Assignment; Subcontractors. PGV may not assign this Agreement or subcontract the Services without the District's prior written consent, except that PGV may use iStream Financial Services, Inc. ("**iStream**") as described in Section 14 and the card processors PGV identifies to

the District in writing before the Effective Date. PGV remains responsible for the acts and omissions of its subcontractors and processors as if they were PGV's own.

11. District Required Provisions; Order of Precedence. **Exhibit A** (District Required Provisions) is incorporated into and made a part of this Agreement. If this Agreement conflicts with any application, enrollment form, or other document submitted under this Agreement, or with any terms of service, privacy policy, or other terms posted on PGV's website or presented in any click-through or similar form, Exhibit A controls first and this Agreement controls next. No click-through, online, or other terms not attached to this Agreement bind the District, even if accepted by the district manager or another District agent in the course of using the Services.

12. Miscellaneous. Notices under this Agreement must be in writing and delivered by hand, by nationally recognized overnight courier, or by certified mail to the party's address stated in the preamble (or another address given by written notice), with a copy of any notice to the District sent to the District's district manager and District counsel. This Agreement, including its exhibits, is the entire agreement of the parties on its subject matter and supersedes all prior agreements and understandings on that subject matter. This Agreement may be amended only by a writing signed by both parties. If any provision of this Agreement is held unenforceable, the remaining provisions remain in effect. In any action to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs, including those incurred on appeal. The District's failure to enforce any provision of this Agreement is not a waiver of that provision. This Agreement has been negotiated by both parties and will not be construed against either party as the drafter. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together are one instrument.

13. Term and Termination. The initial term of this Agreement begins on the Effective Date and ends on the next September 30 (the end of the District's fiscal year). This Agreement will automatically renew for successive one-year terms beginning each October 1 unless terminated as provided in this Section. The District may terminate this Agreement at any time, with or without cause, on 30 days' written notice to PGV, and immediately upon written notice if PGV breaches this Agreement. PGV may terminate this Agreement only on 90 days' written notice to the District. On expiration or termination, PGV must complete and settle all transactions initiated before the effective date of termination, remit to the District all funds due, reasonably cooperate in transitioning the Services to any successor provider, and comply with Section 2 of Exhibit A (Public Records). Sections 3, 5, 6, 8, and 12 and Exhibit A survive expiration or termination of this Agreement.

14. ACH (E-Check) Processing through iStream. PGV has engaged iStream as a third-party payment processor to facilitate the processing of the District's E-Check payments through the ACH network. Subject to this Section, the District authorizes PGV, as the originator and merchant of record, to submit and sign the application for ACH processing services on behalf of the District to iStream. The District also authorizes PGV to execute and deliver to iStream any required documents on behalf of the District for the purpose of boarding and performing required due diligence of the District under the regulatory framework governing iStream as a third-party payment processor, and to make related procedural changes on behalf of the District to the processing account at iStream as reasonably necessary during the processing relationship. PGV must provide the District's district manager a copy of each application and other document PGV signs on the District's behalf before submitting it, and written notice of any procedural change within five business days after making it. PGV may not, without the District's prior written

approval, (i) agree on the District's behalf to any fee, reserve, guaranty, indemnity, or other financial obligation of the District; (ii) change the District's designated depository account; or (iii) bind the District to any terms inconsistent with this Agreement. These authorizations are limited to the ACH processing services described in this Section and terminate automatically upon expiration or termination of this Agreement.

The District acknowledges and agrees that, as of the Effective Date, iStream is entitled to rely on the authorizations in this Section until the District provides written notice to PGV of their revocation or modification. As between the District and PGV, PGV is responsible for the acts and omissions of iStream as if they were PGV's own, and PGV's obligations under Sections 6 and 8 apply to iStream's acts and omissions. Nothing in this Section makes iStream a third-party beneficiary of this Agreement, waives the District's sovereign immunity, or causes the District to assume any risk or liability for the acts or omissions of PGV or iStream.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

DISTRICT:
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: Chairperson / Vice Chairperson, Board of Supervisors
Date: _____

ATTEST:

_____
Secretary / Assistant Secretary

PGV:
PAYGOV.US, LLC, a [STATE] limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A: District Required Provisions

EXHIBIT A
DISTRICT REQUIRED PROVISIONS

1. Sovereign Immunity; No Third-Party Beneficiaries. Nothing in this Agreement waives or limits the District's sovereign immunity or the limits of liability in section 768.28, *Florida Statutes*, or any other statute or law, and nothing in this Agreement is a consent by the District to be sued by third parties in any matter arising out of this Agreement. This Agreement is solely for the benefit of the District and PGV, and no right or cause of action accrues to or for the benefit of any third party.

2. Public Records. PGV understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, to the extent PGV is acting on behalf of the District as a contractor within the meaning of section 119.0701, *Florida Statutes*, PGV must comply with Florida's public records laws, including Chapter 119, *Florida Statutes*. Specifically, PGV must: (a) keep and maintain public records required by the District to perform the Services; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following its completion if PGV does not transfer the records to the District; and (d) upon completion of this Agreement, transfer to the District, at no cost, all public records in PGV's possession or keep and maintain public records required by the District to perform the Services. If PGV transfers all public records to the District upon completion of this Agreement, PGV must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PGV keeps and maintains public records upon completion of this Agreement, PGV must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. The District may unilaterally terminate this Agreement if PGV refuses to allow public access to public records as required by law.

IF PGV HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PGV'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841 – 5524, RECORDREQUEST@GMSCFL.COM, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

3. Records and Audit. PGV must keep accurate records of all transactions processed for the District for the longer of five years after the transaction or the period required by the records retention schedules adopted by the Florida Department of State, and must make those records available to the District, its district manager, and its auditors upon reasonable request.

4. E-Verify. PGV must comply with section 448.095, *Florida Statutes*. PGV represents and warrants that it is registered with and uses the E-Verify system to verify the work authorization status of all new employees of PGV. PGV may not subcontract any portion of the Services unless the subcontractor registers with and uses the E-Verify system and provides PGV an affidavit

stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. PGV must maintain a copy of each affidavit for the duration of this Agreement and provide it to the District upon request. If the District has a good faith belief that PGV has knowingly violated section 448.09(1), *Florida Statutes*, the District will terminate this Agreement as required by section 448.095(5)(c), *Florida Statutes*, and PGV will be liable for any additional costs incurred by the District as a result of the termination. If the District has a good faith belief that a subcontractor knowingly violated section 448.095(5), *Florida Statutes*, but PGV otherwise complied, the District will promptly notify PGV, and PGV must immediately terminate its contract with the subcontractor. PGV represents that no public agency has terminated a contract with PGV under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the Effective Date.

5. Scrutinized Companies. PGV certifies that it is not on the Scrutinized Companies or Other Entities that Boycott Israel List created under section 215.4725, *Florida Statutes*, and is not participating in a boycott of Israel. PGV further certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under section 215.473, *Florida Statutes*, and is not engaged in business operations in Cuba or Syria. Under section 287.135*, Florida Statutes*, the District may terminate this Agreement at its option if PGV is found to have submitted a false certification, has been placed on any of those lists, is participating in a boycott of Israel, or has been engaged in business operations in Cuba or Syria.

6. Foreign Countries of Concern; Access to Personal Identifying Information. PGV acknowledges that this Agreement gives PGV access to individuals' personal identifying information. PGV represents that (a) it is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in PGV; and (c) PGV is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern, as those terms are defined in section 287.138, *Florida Statutes*. Before the District executes this Agreement, and before each renewal or extension of this Agreement, PGV must provide the District the affidavit required by section 287.138(4), Florida Statutes, on the form prescribed by the Florida Department of Management Services (currently Form PUR 1355, adopted by Rule 60A-1.020, Florida Administrative Code), together with the affidavit attached as **Exhibit 1**.

7. Anti-Human Trafficking. PGV certifies that neither it nor its principals use coercion for labor or services as defined in section 787.06, *Florida Statutes*. Before the District executes this Agreement, and before each renewal or extension of this Agreement, PGV must provide the District the affidavit required by section 787.06(14), *Florida Statutes*, signed by an officer or representative of PGV under penalty of perjury, in the form attached as Exhibit 1.

8. Foreign Source Disclosure. To the extent section 286.101(3), *Florida Statutes*, applies to this Agreement, PGV must disclose to the District any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern as required by that section.

EXHIBIT 1
CONTRACTOR AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, by means of [ ] physical presence or [ ] online notarization, personally appeared _____ ("Affiant"), who, being first duly sworn, deposes and says:

1. Affiant is the _____ [title] of PayGOV.US, LLC ("PGV"), is an officer or representative of PGV, and is authorized to make this affidavit on PGV's behalf. This affidavit is given in connection with the Payment Processing Services Agreement between PGV and the Seminole Palms Community Development District (the "District").

2. Anti-Human Trafficking. PGV does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

3. Foreign Countries of Concern. PGV is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in PGV; and PGV is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern, as those terms are defined in section 287.138, Florida Statutes.

4. Scrutinized Companies. PGV is not on the Scrutinized Companies or Other Entities that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and is not engaged in business operations in Cuba or Syria.

5. E-Verify. PGV is registered with and uses the E-Verify system to verify the work authorization status of all new employees, as required by section 448.095, Florida Statutes. PGV's E-Verify company identification number is _____.

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

_____

Signature of Affiant

Printed Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization this ____ day of _____, 20__, by _____, who is [ ] personally known to me or [ ] has produced _____ as identification.

_____

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____

SECTION C

Docusign Envelope ID: C14D0EDE-ECF7-864A-83D0-B0CD6521160A

May 7, 2026

Seminole Palms Community Development District
c/o Jeremy LeBrun, District Manager
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Re: Letter Agreement for Acquisition of Seminole Palms Amenity Center Improvements

Dear Jeremy,

Pursuant to the *Acquisition Agreement,* dated August 18, 2022 ("**Acquisition Agreement"**), by and between the Seminole Palms Community Development District (**"District"**) and CRE-KL Seminole Woods Owner LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" and **"Work Product"** as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A,** may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the availability of bond funds, and subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon proof of payment by the Developer to the Contractor of the remaining amounts.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
W Fife
21AABB055FB7454...

Name: William Fife
Title: Board President

Sincerely,
CRE-KL SEMINOLE WOODS OWNER LLC

[SIGNATURE ON FOLLOWING PAGE]

Name: _____
Title: _____

May 7, 2026

Seminole Palms Community Development District
c/o Jeremy LeBrun, District Manager
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Re: Letter Agreement for Acquisition of Seminole Palms Amenity Center Improvements

Dear Jeremy,

Pursuant to the *Acquisition Agreement,* dated August 18, 2022 (**"Acquisition Agreement"**), by and between the Seminole Palms Community Development District **("District")** and CRE-KL Seminole Woods Owner LLC (**"Developer"**), you are hereby notified that the Developer has completed and wishes to sell (**"Sale"**) to the District certain **"Improvements"** and **"Work Product"** as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A,** may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the availability of bond funds, and subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon proof of payment by the Developer to the Contractor of the remaining amounts.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

[SIGNATURE ON PRIOR PAGE]
Name: _____
Title: _____

Sincerely,
CRE-KL SEMINOLE WOODS OWNER LLC

_____
Name: James P. Harvey
Title: Authorized Signatory

Docusign Envelope ID: C14D0EDE-ECF7-864A-83D0-B0CD6521160A

EXHIBIT A

Description of Seminole Palms Amenity Center Improvements

Amenity Center Improvements - All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, fixtures, interior furniture and decorations, pool, pool furnishings, fencing and gates, playground, landscape (including sod), hardscape (including signage and monumentation), irrigation, mechanical, electrical and security improvements and mailbox kiosks located in Tract L, as identified in the plat known as *Seminole Palms Phase 1,* recorded in Plat Book 41, Pages 61 - 72, of the Official Records of Flagler County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

SEMINOLE PALMS AMENITY CENTER				
	Total Amount	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$1,811,315.36	$1,630,183.82	$0.00	$181,131.54
Pool Installation	$878,259.20	$790,433.28	$0.00	$87,825.92
Sitework	$627,333.17	$520,172.91	$49,363.19	$57,797.07
Playground & Site Furnishings	$293,027.84	$263,725.06	$0.00	$29,302.78
Landscaping	$184,681.93	$54,653.66	$123,955.64	$6,072.63
Irrigation	$71,765.36	$0.00	$0.00	$0.00
Pool Furniture	$37,211.01	$37,211.01	$0.00	$0.00
Mail Kiosk	$131,075.33	$65,537.67	$65,537.66	$0.00
Access Control-Cameras	$43,952.47	$14,109.15	$29,843.32	$0.00
Totals	**$4,078,621.67**	**$3,376,026.56**	**$268,699.81**	**$362,129.94**

CORPORATE DECLARATION REGARDING COSTS PAID
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS]

CRE-KL SEMINOLE WOODS OWNER LLC, a Delaware limited liability company ("**Developer**"), does hereby certify to the Seminole Palms Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Revised Master and First Supplemental Engineer's Report,* dated August 19, 2022, updated February 22, 2023, as supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 7th day of May, 2026.

CRE-KL SEMINOLE WOODS OWNER LLC

Name: James P. Harvey
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 7th day of May, 2026, by James P. Harvey as Authorized Signatory of CRE-KL Seminole Woods Owner LLC, a Delaware limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

EXHIBIT A

Description of Seminole Palms Amenity Center Improvements

Amenity Center Improvements - All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, fixtures, interior furniture and decorations, pool, pool furnishings, fencing and gates, playground, landscape (including sod), hardscape (including signage and monumentation), irrigation, mechanical, electrical and security improvements and mailbox kiosks located in Tract L, as identified in the plat known as *Seminole Palms Phase 1,* recorded in Plat Book 41, Pages 61 - 72, of the Official Records of Flagler County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

SEMINOLE PALMS AMENITY CENTER				
	Total Amount	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$1,811,315.36	$1,630,183.82	$0.00	$181,131.54
Pool Installation	$878,259.20	$790,433.28	$0.00	$87,825.92
Sitework	$627,333.17	$520,172.91	$49,363.19	$57,797.07
Playground & Site Furnishings	$293,027.84	$263,725.06	$0.00	$29,302.78
Landscaping	$184,681.93	$54,653.66	$123,955.64	$6,072.63
Irrigation	$71,765.36	$0.00	$0.00	$0.00
Pool Furniture	$37,211.01	$37,211.01	$0.00	$0.00
Mail Kiosk	$131,075.33	$65,537.67	$65,537.66	$0.00
Access Control-Cameras	$43,952.47	$14,109.15	$29,843.32	$0.00
Totals	**$4,078,621.67**	**$3,376,026.56**	**$268,699.81**	**$362,129.94**

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS – SITE WORK]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 18th day of May, 2026, by **JW Site Development Inc.** ("**Contractor**"), with an address of PO Box 817, Bunnell, Florida 32110, in favor of the **Seminole Palms Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Flagler County, Florida, and having offices at c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain _____ ("**Contract**") dated _____, and between Contractor and CRE-KL Seminole Woods Owner LLC, ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

JW SITE DEVELOPMENT INC.

By: Austin Schatz
Its: Vice President

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of May, 2026, by Austin Schatz as Vice President of JW Site Dev. Inc, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Cara A. Brammer
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

CARA A. BRAMMER
MY COMMISSION # HH 673454
EXPIRES: June 26, 2029

Name: Cara A. Brammer
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Seminole Palms Amenity Center				
Improvement	Total Amount	Paid to Date	Balance Owed	Retainage
Sitework	$ 627,333.17	$ 577,969.98	$ 49,363.19	$ 57,797.07

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS – CONSTRUCTION]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 15 day of June, 2026, by **JK² Holmes Constructors, LLC** ("**Contractor**"), with an address of 530 Holts Lake Court, Apopka, Florida 32703, in favor of the **Seminole Palms Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Flagler County, Florida, and having offices at c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain Seminole Palms ("**Contract**") dated 2/6/2025, and between Contractor and CRE-KL Seminole Woods Owner LLC, ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

JK² HOLMES CONSTRUCTORS, LLC

By: Daniel Shaffer
Its: Principal

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of October, 2026, by Daniel Shaffer as Principal of JK2 Holmes Constructors LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

SUSAN G. BOSHERS
Commission # HH 784003
Expires April 25, 2030

NOTARY PUBLIC, STATE OF Florida

Name: Susan G. Boshers
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Seminole Palms Amenity Center				
Improvement	**Total Amount**	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$ 1,811,315.36	$ 1,811,315.36	$ -	$ 181,131.54
Pool Installation	$ 878,259.20	$ 878,259.20	$ -	$ 87,825.92
Playground & Site Furnishings	$ 293,027.84	$ 293,027.84	$ -	$ 29,302.78

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS – _____]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 15 day of May, 2026, by **Down to Earth Landscape & irrigation** ("**Contractor**"), with an address of PO Box 72701, Cleveland, Ohio 44192, in favor of the **Seminole Palms Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Flagler County, Florida, and having offices at c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain Seminole Palms Amenity ("**Contract**") dated 05/15/2026, and between Contractor and CRE-KL Seminole Woods Owner LLC, ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

DOWN TO EARTH LANDSCAPE & IRRIGATION

Keith A O'Neil

By: Keith A O'Neil

Its: Director of Construction

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 15th day of May, 2026, by Keith O Neil as Florida Construction Division Manager of SSS Down to Earth Opco LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Notary Public State of Florida
Sandra Ketcher
My Commission HH 779005
Expires 3/15/2030

(NOTARY SEAL)

Sandra Ketcher

NOTARY PUBLIC, STATE OF Florida

Name: Sandra Ketcher, Notary Public

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Seminole Palms Amenity Center				
Improvement	**Total Amount**	**Paid to Date**	**Balance Owed**	**Retainage**
Landscaping	$ 184,681.93	$ 60,726.29	$ 123,955.64	$ 6,072.63
Irrigation	$ 71,765.36	$ -	$ -	$ -

DISTRICT ENGINEER'S CERTIFICATE
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS]

October 22, 2026

Board of Supervisors
Seminole Palms Community Development District

Re: Acquisition of Seminole Palms Amenity Center Improvements

Ladies and Gentlemen:

The undersigned is a representative of Kimley-Horn and Associates, Inc. ("**District Engineer**"), as District Engineer for the Seminole Palms Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from CRE-KL Seminole Woods Owner LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") and related work product ("**Work Product**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.

2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Revised Master and First Supplemental Engineer's Report,* dated August 19, 2022, updated February 22, 2023 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.

3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.

4. The total costs associated with the Improvements are as set forth in **Exhibit A.** Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.

[CONTINUED ON FOLLOWING PAGE]

5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

KIMLEY-HORN AND ASSOCIATES, INC.

Cory Sitter

Cory Sitter, P.E.
Florida Registration No. 89984
District Engineer

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of October, 2026, by Cory Sitter as Associate of Kimley-Horn and Associates, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

NILSA BROOKS
Commission # HH 626883
Expires January 8, 2029

Name: Nilsa Brooks
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Seminole Palms Amenity Center Improvements

Amenity Center Improvements - All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, fixtures, interior furniture and decorations, pool, pool furnishings, fencing and gates, playground, landscape (including sod), hardscape (including signage and monumentation), irrigation, mechanical, electrical and security improvements and mailbox kiosks located in Tract L, as identified in the plat known as *Seminole Palms Phase 1,* recorded in Plat Book 41, Pages 61 - 72, of the Official Records of Flagler County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

SEMINOLE PALMS AMENITY CENTER				
	Total Amount	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$1,811,315.36	$1,630,183.82	$0.00	$181,131.54
Pool Installation	$878,259.20	$790,433.28	$0.00	$87,825.92
Sitework	$627,333.17	$520,172.91	$49,363.19	$57,797.07
Playground & Site Furnishings	$293,027.84	$263,725.06	$0.00	$29,302.78
Landscaping	$184,681.93	$54,653.66	$123,955.64	$6,072.63
Irrigation	$71,765.36	$0.00	$0.00	$0.00
Pool Furniture	$37,211.01	$37,211.01	$0.00	$0.00
Mail Kiosk	$131,075.33	$65,537.67	$65,537.66	$0.00
Access Control-Cameras	$43,952.47	$14,109.15	$29,843.32	$0.00
Totals	**$4,078,621.67**	**$3,376,026.56**	**$268,699.81**	**$362,129.94**

BILL OF SALE AND LIMITED ASSIGNMENT
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 7 day of May, 2026, by and between **CRE-KL Seminole Woods Owner LLC,** a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 ("**Grantor**"), 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 Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

a) All of the improvements and work product identified in **Exhibit A;** and

b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. 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.

3. 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 District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS**", **AND** "**WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of it successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown,

suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. 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.

5. 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.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

By: _____
Name: Darlene J. Miklos

By: _____
Name: Bryon T. LoPreste

CRE-KL SEMINOLE WOODS OWNER LLC

_____
Name: James P. Harvey
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of May, 2026, by James P. Harvey as Authorized Signatory of CRE-KL Seminole Woods Owner LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

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

EXHIBIT A

Description of Seminole Palms Amenity Center Improvements

Amenity Center Improvements - All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, fixtures, interior furniture and decorations, pool, pool furnishings, fencing and gates, playground, landscape (including sod), hardscape (including signage and monumentation), irrigation, mechanical, electrical and security improvements and mailbox kiosks located in Tract L, as identified in the plat known as *Seminole Palms Phase 1,* recorded in Plat Book 41, Pages 61 - 72, of the Official Records of Flagler County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

SEMINOLE PALMS AMENITY CENTER				
	Total Amount	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$1,811,315.36	$1,630,183.82	$0.00	$181,131.54
Pool Installation	$878,259.20	$790,433.28	$0.00	$87,825.92
Sitework	$627,333.17	$520,172.91	$49,363.19	$57,797.07
Playground & Site Furnishings	$293,027.84	$263,725.06	$0.00	$29,302.78
Landscaping	$184,681.93	$54,653.66	$123,955.64	$6,072.63
Irrigation	$71,765.36	$0.00	$0.00	$0.00
Pool Furniture	$37,211.01	$37,211.01	$0.00	$0.00
Mail Kiosk	$131,075.33	$65,537.67	$65,537.66	$0.00
Access Control-Cameras	$43,952.47	$14,109.15	$29,843.32	$0.00
Totals	**$4,078,621.67**	**$3,376,026.56**	**$268,699.81**	**$362,129.94**

Instrument No: 2026020658 5/21/2026 9:45 AM BK: 3056 PG: 1296 PAGES: 2 DOCTAX PD $0.70 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SPECIAL WARRANTY DEED
[AMENITY CENTER]

THIS SPECIAL WARRANTY DEED is made as of the 7th day of May, 2026, and **CRE-KL Seminole Woods Owner LLC,** a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 ("**Grantor**"), 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 Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

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

WITNESSETH

THAT GRANTOR(S), for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor(s) have in and to the following described lot, piece or parcel of land, and more particularly below ("**Property**"):

TRACT L, AS IDENTIFIED IN THE PLAT KNOWN AS *SEMINOLE PALMS PHASE 1,* RECORDED IN PLAT BOOK 41, PAGES 61 - 72, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA.

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

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

RESERVATION OF EASEMENT

Developer hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Developer and its successors and assigns, non-exclusive

easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Developer's reservation of rights hereunder shall not be deemed to impose any obligations on Developer to maintain, repair or replace any part of the Property or improvements located thereon.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed on the day and year first above written.

WITNESS

Name: Darlene J. Miklos
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

Name: Bryon T. LoPreste
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

CRE-KL SEMINOLE WOODS OWNER LLC

Name: James P. Harvey
Title: Authorized Signatory
14025 Riveredge Dr. #175, Tampa, FL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of May, 2026, 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.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

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

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

SECTION D

INTERLOCAL AGREEMENT BETWEEN THE FLAGLER COUNTY SHERIFF'S OFFICE AND SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT FOR BOTH LAW AND TRAFFIC ENFORCEMENT ON DISTRICT ROADWAYS AND PROPERTY

THIS INTERLOCAL AGREEMENT is made by and between the **FLAGLER COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the "FCSO") and the **SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT,** a special purpose unit of local government located in the City of Palm Coast, Florida (hereinafter referred to as the "District"), together referred to as the "Parties" (this Agreement hereinafter referred to as the "Interlocal Agreement"), as of October 19, 2026 (the "Effective Date").

RECITALS

WHEREAS, §163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Part 1 of Chapter §163 of the Florida Statutes permits public entities to enter into interlocal agreements with each other to exercise jointly any power, privilege or authority which such agencies share in common which each might exercise separately;

WHEREAS, the District is a special purpose unit of local government located entirely within the City of Palm Coast, Florida more specifically described in the attached **Exhibit A** (hereinafter referred to as "Seminole Park");

WHEREAS, the District owns and maintains certain private roadways within its boundaries that are open to the public and not gated;

WHEREAS, the District owns and/or maintains certain sidewalks, multi-use paths, and pedestrian facilities that are open to and used by the general public; and

WHEREAS, the District does not possess independent police powers and therefore lacks authority to issue traffic citations or otherwise enforce criminal or traffic laws under Chapter 316, Florida Statutes; and

WHEREAS, §316.006(2)(b), Florida Statutes, authorizes law enforcement agencies to enforce traffic laws on property not owned or controlled by a municipality when a written agreement is in place with the property owner; and

WHEREAS, Palm Coast utilizes the Flagler County Sheriff's Office ("FCSO") to provide law enforcement services to Palm Coast pursuant to the Agreement for Law Enforcement Services By and Between the Flagler County Sheriff's Office and the City of Palm Coast dated recorded on October 25, 2017 in OR Book 2237, Page 16 of the Public Records of Flagler County, Florida, as amended from time to time (hereinafter "FCSO/PC Agreement");

WHEREAS, the District desires to authorize enforcement by the FCSO of the same substantive standards governing bicycles, electric bicycles, and electric off-road powered cycles as adopted by the City on District-owned or District-maintained sidewalks and pedestrian facilities pursuant to an interlocal cooperation arrangement;

WHEREAS, the FCSO and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law.

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:

Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 166, 189, and 190, Florida Statutes, and the Florida Constitution.

Purpose. This Interlocal Agreement sets forth the agreement between the Parties for the enforcement of uniform standards governing the operation and use of bicycles, electric bicycles, and electric off-road powered cycles on sidewalks, multi-use paths, and pedestrian facilities owned or maintained by the District and open to public use. The Parties intend that this Interlocal Agreement promote pedestrian safety, regulatory consistency, and efficient enforcement by utilizing the FCSO's law enforcement resources.

Adoption of City Ordinances. The District hereby adopts, by reference, the ordinances, definitions, classifications, operational requirements, prohibitions, and safety regulations of the City of Palm Coast, Florida. As may be amended from time to time. City Ordinances shall apply to all District-owned or District-maintained rights-of-way, sidewalks, multi-use paths, and pedestrian facilities that are open to public use.

Law Enforcement and Enforcement Authority. The Flagler County Sheriff's Office will enforce applicable traffic laws under Chapter 316, Florida Statutes and City Ordinances, on District-owned or maintained private roadways, to the extent permitted by law and pursuant to §316.006(2)(b), Florida Statutes.

The Flagler County Sheriff's Office shall also enforce the City Ordinances on District-owned or District-maintained sidewalks, multi-use paths, and pedestrian facilities in the same manner and to the same extent as such ordinances are enforced on City-owned or City-maintained property. Law enforcement officers of the Sheriff's Office shall have full authority to stop, warn, cite, and otherwise take lawful enforcement action against persons found to be in violation of the City Ordinances while operating bicycles, electric bicycles, or electric off-road powered cycles on District facilities.

Scope of Enforcement. Enforcement under this Interlocal Agreement may include, without limitation, the issuance of warnings or citations, enforcement of age restrictions, equipment and lighting requirements, yielding and audible-signal requirements, class-based restrictions applicable to electric bicycles, prohibitions applicable to electric off-road powered cycles, and vehicle removal or impoundment where authorized by the City Ordinance or applicable law. Nothing herein shall be construed to require the dedication of a sheriff's deputy exclusively to the District or to modify the level of law enforcement services otherwise provided under the FCSO/PC Agreement.

Enforcement of this Interlocal Agreement includes traffic enforcement on District-owned or maintained private roadways, including but not limited to speeding, reckless driving, and other violations of Chapter 316, Florida Statutes, or City Ordinances.

Traffic Control Devices. All traffic control devices shall conform to Florida State Statutes. The District shall install, maintain, and repair the traffic control devices within their boundaries at their expense. The District shall remove traffic control devices, if necessary, in accordance with MUTCD guidelines.

Maintenance of Roadways. The Agency shall not be responsible for maintenance or repair of any streets or roadways in this Agreement, such associated maintenance costs will be the sole responsibility of the District and its agents.

No Delegation of Police Powers. Nothing in this Interlocal Agreement shall be construed as granting the District police powers, citation authority, or law enforcement authority. Rather, this Interlocal Agreement is intended solely to authorize the Flagler County Sheriff's Office to exercise its existing law enforcement authority on District-owned roadways and facilities to the extent permitted by law. All enforcement actions

undertaken pursuant to this Interlocal Agreement shall be performed solely by sworn law enforcement officers of the Agency acting within the scope of their lawful authority.

District Rules and Administrative Enforcement. The District retains the authority to adopt complementary administrative rules governing the safe and orderly use of District-owned or District-maintained facilities and to enforce such rules through administrative or proprietary means, provided that such rules are not inconsistent with the City Ordinances. FCSO will not enforce District rules.

Term. This Interlocal Agreement shall become effective upon recording in the public records of Flagler County and shall continue in full force and effect until termination, as provided herein, or until termination of the FSCO/PC Agreement, or any extension thereof, whichever occurs first.

Termination. Either party to this Interlocal Agreement may terminate this Interlocal Agreement for cause only after giving One Hundred Twenty (120) days prior written notice to the defaulting party of any alleged default of this Interlocal Agreement as further specified under Section 7 herein. Either party may terminate this Interlocal Agreement for no cause or convenience after giving six (6) months prior written notice to the non-terminating party.

Default. A default by either party under this Interlocal Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall provide the other party with written notice of any defaults hereunder and shall allow the defaulting party not less than sixty (60) days from the date of receipt of such notice to cure.

Liability not increased. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of either party than which it would ordinarily be subjected to when providing its normal governmental services.

Insurance. The District shall purchase and maintain, at its own expense, the following types and amounts of insurance in form and with companies satisfactory to FCSO and covering the exposure arising out of the District ownership or control of the private roadways and all operation necessary or incidental thereto:

Liability insurance, including coverage for premises/operations and personal injury coverage shall be obtained. This liability insurance shall include contractual liability insurance applicable to the District's obligations under this Agreement. The limits of liability shall be no less than $1,00,000.00 for injury or death to any one person and no less than $1,000,000.00 for injury or death to two or more persons as a result of any one occurrence and no less than $100,000.00 for property damage to one or more

persons as a result including, but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement. The Flagler County Sheriff's Office and Sheriff must be listed as an additional insured on the policy for activities as it relates to this Agreement.

Sovereign Immunity. FCSO is a state agency or political subdivision as defined in §768.28, Florida Statutes, as amended from time to time, and nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything included herein be construed as a consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

Limitations of Liability. Nothing in this Agreement is intended to waive any limitations of liability afforded to the District pursuant to Sections 190.043 and 768.28, Florida Statutes.

Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other party harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to the indemnifying party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of either party, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Chapter 768.28, Florida Statutes or other statute, and nothing in this Interlocal 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.

No Third-Party Beneficiaries. This Interlocal Agreement is solely for the benefit of the Parties and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Interlocal Agreement.

Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that either party seeks to enforce this Interlocal 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.

Controlling Law. This Interlocal Agreement shall be construed and governed in accordance with the laws of the State of Florida.

Severability. In the event any term or provision of this Interlocal Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such

provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Amendment. This Interlocal Agreement shall not be modified or amended except by written agreement duly executed by the Parties hereto.

Interpretation. This Interlocal Agreement have been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Time of the Essence. The parties each agree that time is of the essence of this Interlocal Agreement.

Notice. Each party shall furnish to the other such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To Sheriff:	Rick Staly Sheriff Flagler County Sheriff's Office 61 Sheriff EW Johnston Dr Bunnell, FL 32110
With copy to:	FCSO General Counsel Flagler County Sheriff's Office Attn: General Counsel's Office 61 Sheriff EW Johnston Dr Bunnell, FL 32110
To District	Chairman of the Board of Supervisors SEMINOLE PALMS Community Development District _____ _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays,

Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Authority. Parties each represent they have all requisite power, financial capacity, and authority to execute, deliver, and perform the obligations under this Interlocal Agreement. Each person signing this Agreement on behalf of the entity identified herein, represents and warrants that he or she is fully authorized to execute this Interlocal Agreement on behalf of the entity on whose behalf such individual has signed this Agreement, and that by signing this Agreement such entity shall be bound by the terms contained herein.

Effective Date. This Interlocal Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Chapter 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

[END OF TEXT]
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the undersigned set their hands as of the 7th day October, 2026.

SEMINOLE PALMS
COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairman

Witness:

_____

DARLENE J. MIKLOS
Print Name

Witness:

_____

BRYON T. LOPRESTE
Print Name

Attest: _____
Secretary

State of Florida
County of Flagler

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 7th, 2026 by October who is personally known to me or who has produced _____ as identification.

_____

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

FLAGLER COUNTY'S SHERIFF'S OFFICE

By: _____
Rick Staly, Sheriff

Witness:

Sheri A Copie
Sheri A. Copie
Print Name

Witness:

John LeMaster
Print Name

Attest: _____
City Clerk

State of Florida
County of Flagler

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 10/29 2026 by Rick Staly who is personally known to me or who has produced _____ as identification.

Selena Ajad

SELENA AJAD
Notary Public - State of Florida
Commission # HH 473178
My Comm. Expires Dec 14, 2027

SECTION E

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: ***2024-28***

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: ***Kimley-Horn and Associates, Inc.***

(D) Amount Payable: ***$2,756.25***

(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): ***Invoice 249438002-0626 services through June 30, 2026 –Construction Phase Services – Amenity Center***

(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: 8/31/25

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.

_____
Consulting Engineer

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:	**If paying by check, please remit to:**
[redacted] Please send remittance information to: [redacted] payments@kimley-horn.com	KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32801

Federal Tax Id: 56-0885615
For Services Rendered through Jun 30, 2026

Invoice Amount: $2,756.25

Invoice No: 249438002-0626
Invoice Date: Jun 30, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

Client Reference: WORK AUTHORIZATION 2

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
WA#2 TASK 01 AGENCY PERMITTING	4,250.00	100.00%	4,250.00	4,250.00	0.00
WA#2 TASK 02 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#2 TASK 03 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	5,000.00	0.00%	0.00	0.00	0.00
WA#2 TASK 04, WA #6, #7, #8 TASK 03 TASK 03 ENCLAVE CONSTRUCTION PHASE SERVICES	81,904.71	99.98%	81,885.00	81,885.00	0.00
WA#2 TASK 05 CITY OF FLAGLER BEACH RECLAIMED WATER MAIN RELO	15,000.00	100.00%	15,000.00	15,000.00	0.00
WA#2 TASK 06 TOWNHOME AND AMENITY PERMITTING	14,750.00	100.00%	14,750.00	14,750.00	0.00
WA#4 TASK 01 FINAL PLAT ASSISTANCE & COORD- PHASE 1A	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 02 FINAL PLAT ASSISTANCE & COORD- PHASE 1B	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 03 FINAL PLAT ASSISTANCE & COORD- PHASE 2	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 04 FINAL PLAT ASSISTANCE & COORD- PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
WA#4 TASK 05, WA#6 TASK 01, WA#7, WA#8 TASK 01 CONSTRUCTION PHASE SERVICES - PHASE 1A	38,095.22	99.94%	38,072.50	38,072.50	0.00
WA#4 TASK 06 & WA#6 TASK 02 CONSTRUCTION PHASE SERVICES - PHASE 1B	78,619.05	99.97%	78,592.50	78,592.50	0.00
WA#4 TASK 07, WA#7, WA#8 TASK 02 CONSTRUCTION PHASE SERVICES - PHASE 2	80,952.33	99.97%	80,925.00	80,925.00	0.00
WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3	29,238.10	6.05%	1,770.00	0.00	1,770.00
WA#7 TASK 04 - CONSTRUCTION PHASE SERVICES - AMENITY CENTER	22,857.10	97.93%	22,385.00	21,530.00	855.00
WA#9 TASK 01 TH PRELIMINARY PLAT REVISION	8,000.00	100.00%	8,000.00	8,000.00	0.00

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:	**If paying by check, please remit to:**
[redacted] Please send remittance information to: [redacted] payments@kimley-horn.com	[redacted] P.O. BOX 932520 ATLANTA, GA 31193-2520

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32801

Federal Tax Id: 56-0885615
For Services Rendered through Jun 30, 2026

Invoice Amount: $2,756.25

Invoice No: 249438002-0626
Invoice Date: Jun 30, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

Client Reference: WORK AUTHORIZATION 2

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
WA#9 TASK 02 TH FINAL PLAT REVISION	4,500.00	75.00%	3,375.00	3,375.00	0.00
REIMBURSBALE EXPENSES	0.00	HOURLY	51,740.52	51,740.52	0.00
OFFICE EXPENSE	16,583.49	HOURLY	15,169.27	15,038.02	131.25
Subtotal	**434,750.00**		**443,914.79**	**441,158.54**	**2,756.25**
Total					**2,756.25**

Total Invoice: $2,756.25

If you have any questions, please contact Taylor Hamill at 407-427-1689 or Taylor.Hamill@kimley-horn.com

33TBH

Kimley»Horn

Labor and Expense Detail

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32801

Invoice No: 249438002-0626
Invoice Date: Jun 30, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

HOURLY NOT TO EXCEED
KH Ref # 249438002.3-36532621

Task	Description	Qty Hours	Billing Rate	Current Amount Due
WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3	ANALYST	4.0	205.00	820.00
	PROFESSIONAL	1.0	300.00	300.00
	SENIOR PROFESSIONAL I	2.0	325.00	650.00
TOTAL WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3		**7.0**		**1,770.00**
WA#7 TASK 04 - CONSTRUCTION PHASE SERVICES - AMENITY CENTER	PROFESSIONAL	2.0	265.00	530.00
	SENIOR PROFESSIONAL I	1.0	325.00	325.00
TOTAL WA#7 TASK 04 - CONSTRUCTION PHASE SERVICES - AMENITY CENTER		**3.0**		**855.00**
OFFICE EXPENSE	ALLOCATION			131.25
TOTAL OFFICE EXPENSE				**131.25**
TOTAL LABOR AND EXPENSE DETAIL				**2,756.25**

This page is for informational purposes only. Please pay amount shown on cover page.

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: ***2024-29***

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: ***Kimley-Horn and Associates, Inc.***

(D) Amount Payable: ***$2,110.50***

(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): ***Invoice 249438002-0726 services through July 31, 2026 –Construction Phase Services – Phase 3***

(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: 8/31/26

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.

_____
Consulting Engineer

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

[redacted]

Include invoice # in memo line
Please email ACH payment details to payments@kimley-horn.com for proper payment application

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32084

Federal Tax Id: 56-0885615
For Services Rendered through Jul 31, 2026

Invoice Amount: $2,110.50

Invoice No: 249438002-0726
Invoice Date: Jul 31, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

Client Reference: WORK AUTHORIZATION 2
NO PO# ISSUED

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
WA#2 TASK 01 AGENCY PERMITTING	4,250.00	100.00%	4,250.00	4,250.00	0.00
WA#2 TASK 02 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#2 TASK 03 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	5,000.00	0.00%	0.00	0.00	0.00
WA#2 TASK 04, WA #6, #7, #8 TASK 03 TASK 03 ENCLAVE CONSTRUCTION PHASE SERVICES	81,904.71	99.98%	81,885.00	81,885.00	0.00
WA#2 TASK 05 CITY OF FLAGLER BEACH RECLAIMED WATER MAIN RELO	15,000.00	100.00%	15,000.00	15,000.00	0.00
WA#2 TASK 06 TOWNHOME AND AMENITY PERMITTING	14,750.00	100.00%	14,750.00	14,750.00	0.00
WA#4 TASK 01 FINAL PLAT ASSISTANCE & COORD- PHASE 1A	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 02 FINAL PLAT ASSISTANCE & COORD- PHASE 1B	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 03 FINAL PLAT ASSISTANCE & COORD- PHASE 2	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 04 FINAL PLAT ASSISTANCE & COORD- PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
WA#4 TASK 05, WA#6 TASK 01, WA#7, WA#8 TASK 01 CONSTRUCTION PHASE SERVICES - PHASE 1A	38,095.22	99.94%	38,072.50	38,072.50	0.00
WA#4 TASK 06 & WA#6 TASK 02 CONSTRUCTION PHASE SERVICES - PHASE 1B	78,619.05	99.97%	78,592.50	78,592.50	0.00
WA#4 TASK 07, WA#7, WA#8 TASK 02 CONSTRUCTION PHASE SERVICES - PHASE 2	80,952.33	99.97%	80,925.00	80,925.00	0.00
WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3	29,238.10	12.93%	3,780.00	1,770.00	2,010.00
WA#7 TASK 04 - CONSTRUCTION PHASE SERVICES - AMENITY CENTER	22,857.10	97.93%	22,385.00	22,385.00	0.00
WA#9 TASK 01 TH PRELIMINARY PLAT REVISION	8,000.00	100.00%	8,000.00	8,000.00	0.00

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

[redacted] 121000248

Include invoice # in memo line
Please email ACH payment details to payments@kimley-horn.com for proper payment application

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32084

Federal Tax Id: 56-0885615
For Services Rendered through Jul 31, 2026

Invoice Amount: $2,110.50

Invoice No: 249438002-0726
Invoice Date: Jul 31, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

Client Reference: WORK AUTHORIZATION 2

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
WA#9 TASK 02 TH FINAL PLAT REVISION	4,500.00	75.00%	3,375.00	3,375.00	0.00
REIMBURSBALE EXPENSES	0.00	HOURLY	51,740.52	51,740.52	0.00
OFFICE EXPENSE	16,583.49	HOURLY	15,269.77	15,169.27	100.50
Subtotal	**434,750.00**		**446,025.29**	**443,914.79**	**2,110.50**
Total					**2,110.50**

Total Invoice: $2,110.50

If you have any questions, please contact Taylor Hamill at 407-427-1689 or Taylor.Hamill@kimley-horn.com

33TBH

Kimley»Horn

Labor and Expense Detail

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32084

Invoice No: 249438002-0726
Invoice Date: Jul 31, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

HOURLY NOT TO EXCEED
KH Ref # 249438002.3-36689443

Task	Description	Qty Hours	Billing Rate	Current Amount Due
WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3	ANALYST	3.0	210.00	630.00
	SENIOR PROFESSIONAL I	1.0	340.00	340.00
	TECHNICAL SUPPORT	6.5	160.00	1,040.00
TOTAL WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3		**10.5**		**2,010.00**
OFFICE EXPENSE	ALLOCATION			100.50
TOTAL OFFICE EXPENSE				**100.50**
TOTAL LABOR AND EXPENSE DETAIL				**2,110.50**

This page is for informational purposes only. Please pay amount shown on cover page.

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: 2024-30

(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: ***$3,048,228.07***

(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 (Phase 2 Infrastructure & Phase 3 Mass Grade, Pay Apps #7-17)**

(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: 8/19/26

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.

_____
Consulting Engineer

KOLTER

105 NE 1ST Street
Delray Beach, FL 33444

T (561) 682-9500
KOLTER.com

WIRE TRANSFER INSTRUCTIONS

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

[redacted]

[redacted]

[redacted]

[redacted]

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT
[SEMINOLE PALMS CDD – PH. 2 INFRASTRUCTURE & PH 3 MASS GRADE- SEMINOLE WOODS PROJECT]

Payment Applications #7-17 (together, "**Pay Application**")
Total Pay Application Amount: $3,232,653.12
CDD Eligible Amount: $3,048,228.07
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: August 6, 2026

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 Sitler
Title: Associate
Date: 8/5/26

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 CDD – PH. 2 INFRASTRUCTURE & PH 3 MASS GRADE- SEMINOLE WOODS PROJECT]

Payment Applications #7-17 (together, "**Pay Application**")
Total Pay Application Amount: $3,232,653.12
CDD Eligible Amount: $3,048,228.07
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 6th day of August, 2026, 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: August 6, 2026

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 #	**3520/APP7**
Invoice Date	**8/31/2025**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278		$ 1,020,780.38	$ 102,078.04	$ 918,702.29
	Total This Draw	**$ 1,020,780.38**	**$ 102,078.04**	**$ 918,702.29**

PAY THIS AMOUNT

Prepared by: Alexandra Linares **Date:** 09/30/25

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.97	146,281.97	1,316,537.27
App #5	1,199,462.32	119,946.26	119,946.26	1,079,516.06
App #6	1,432,812.97	143,281.34	143,281.34	1,289,531.63
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8			-	-
App #9			-	-
App #10			-	-
App #11				
	5,868,185.92	**586,818.71**	**586,818.71**	**5,281,367.21**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 6982

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

Application No. : 7

Period To: 8/31/2025

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

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

Via Engineer: PO3520

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		$7,335,355.00
2. Net Change By Change Order		$0.00
3. Contract Sum To Date		$7,335,355.00
4. Total Completed and Stored To Date		$5,868,185.92
5. Retainage:		
a. 10.00% of Completed Work	$586,818.77	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$586,818.77
6. Total Earned Less Retainage		$5,281,367.15
7. Less Previous Certificates For Payments		$4,362,664.86
8. Current Payment Due		$918,702.29
9. Balance To Finish, Plus Retainage		$2,053,987.85

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net Changes By Change Order	**$0.00**	

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

CONTRACTOR: THE BRIAR TEAM LLC

By: _____ Date: 8/22/25

State of: Florida County of: Seminole
Subscribed and sworn to before me this 22nd day of August 2025
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
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 $918,702.29

(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:

By: _____ Date: _____

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.

Purchase Order: 3520

KOLTER

PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade
Ordered: 3/7/2025
Revised:

Community: CRE-KL Seminole Woods Owner LLC

Vendor: The Briar Team (BRITEA)
4570 ORANGE BLVD.
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$0.00

Payment Information

Draw **Draw Amounts**

Subtotal: $7,335,335.00
Total Tax: $0.00
Purchase Order Total: $7,335,335.00
Invoiced To Date: $0.00

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.

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $ 918,702.29 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 8/25/2025 to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 8/22/25

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 August, 2025 by Richard Herbach

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

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.

2004

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. : 7
Application Date : 08/15/25
To: 08/31/25
Engineer's Project No.:

Invoice # : 6982 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	1,587.98
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	33,836.20
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	1,691.78
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	46,140.25
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	2,306.97
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	1,356.80
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	964.60
	mass excavation phase 2 (cut)	6,768.00	3,384.00	3,384.00	0.00	6,768.00	100.00%	0.00	676.80
	mass excavation phase 2 (fill)	60,256.35	30,128.18	24,102.54	0.00	54,230.72	90.00%	6,025.63	5,423.08
	retention pond phase 2 (cut)	58,926.00	50,087.10	8,838.90	0.00	58,926.00	100.00%	0.00	5,892.60
	retention pond phase 2 (fill)	770.00	616.00	154.00	0.00	770.00	100.00%	0.00	77.00
	mass excavation phase 3 (cut)	13,536.00	8,121.60	5,414.40	0.00	13,536.00	100.00%	0.00	1,353.60
	mass excavation phase 3 (fill)	57,150.90	45,720.72	11,430.18	0.00	57,150.90	100.00%	0.00	5,715.09
	retention pond phase 3 (cut)	712,968.00	499,077.60	213,890.40	0.00	712,968.00	100.00%	0.00	71,296.80
	retention pond phase 3 (fill)	2,090.00	0.00	2,090.00	0.00	2,090.00	100.00%	0.00	209.00
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	52,006.40
	fine grade lots	30,668.47	0.00	0.00	0.00	0.00	0.00%	30,668.47	0.00
	sod pond slopes (bahia)	190,575.00	19,057.50	28,586.25	0.00	47,643.75	25.00%	142,931.25	4,764.38
	sod open tracts (bahia)	56,133.00	5,613.30	5,613.30	0.00	11,226.60	20.00%	44,906.40	1,122.66
	seed lots	23,760.00	0.00	2,376.00	0.00	2,376.00	10.00%	21,384.00	237.60
	conservation signs	18,482.32	0.00	0.00	0.00	0.00	0.00%	18,482.32	0.00
	SITE WORK Totals	**2,630,993.73**	**2,060,715.69**	**305,879.97**	**0.00**	**2,366,595.66**	**89.95%**	**264,398.07**	**236,659.59**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	776.23
	manholes 0/6	70,360.84	56,288.67	3,518.04	0.00	59,806.71	85.00%	10,554.13	5,980.66
	manholes 6/8	52,661.98	42,129.58	2,633.10	0.00	44,762.68	85.00%	7,899.30	4,476.27

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. : 7
Application Date : 08/15/25
To: 08/31/25
Engineer's Project No.:

Invoice # : 6982 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	manholes 8/10	78,007.68	62,406.14	3,900.39	0.00	66,306.53	85.00%	11,701.15	6,630.65
	manholes 10/12	33,644.88	26,915.90	1,682.25	0.00	28,598.15	85.00%	5,046.73	2,859.82
	manholes 12/14	25,180.44	20,144.35	1,259.02	0.00	21,403.37	85.00%	3,777.07	2,140.33
	manholes 14/16	119,574.09	95,659.27	5,978.71	0.00	101,637.98	85.00%	17,936.11	10,163.80
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	3,183.44
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	457.45
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	1,780.33
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	2,258.79
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	2,479.94
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	1,431.93
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	687.96
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	402.02
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	670.72
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	1,744.92
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	1,438.06
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	4,687.76
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	4,031.26
	single laterals	146,550.38	117,240.30	29,310.08	0.00	146,550.38	100.00%	0.00	14,655.04
	TV video	71,687.99	14,337.60	7,168.80	0.00	21,506.40	30.00%	50,181.59	2,150.64
	air test	25,337.02	5,067.40	0.00	0.00	5,067.40	20.00%	20,269.62	506.74
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	8,648.24
	SANITARY Totals	**969,795.37**	**786,979.28**	**55,450.39**	**0.00**	**842,429.67**	**86.87%**	**127,365.70**	**84,243.00**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	1,448.74
	type "P" manholes 0/6	24,038.65	19,230.92	1,201.93	0.00	20,432.85	85.00%	3,605.80	2,043.28
	type "P" manholes 6/8	15,636.75	12,509.40	781.84	0.00	13,291.24	85.00%	2,345.51	1,329.12
	type "P" manholes 8/10	6,106.10	4,884.88	305.31	0.00	5,190.19	85.00%	915.91	519.02
	type "J" manholes 0/6	5,914.49	4,731.59	295.73	0.00	5,027.32	85.00%	887.17	502.73
	type "J" manholes 8/10	77,385.12	61,908.10	3,869.25	0.00	65,777.35	85.00%	11,607.77	6,577.74
	type "J" manholes 10/12	46,713.25	37,370.60	2,335.66	0.00	39,706.26	85.00%	7,006.99	3,970.63

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. : 7
Application Date : 08/15/25
To: 08/31/25
Engineer's Project No.:

Invoice # : 6982 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	7,307.60	456.73	0.00	7,764.33	85.00%	1,370.17	776.44
	type "C" inlets 0/6	68,283.36	54,626.69	3,414.17	0.00	58,040.86	85.00%	10,242.50	5,804.09
	type "C" inlets 8/10	5,669.73	4,535.78	283.49	0.00	4,819.27	85.00%	850.46	481.93
	type "C" inlet w/ J bottom 0/6	55,502.46	44,401.97	2,775.12	0.00	47,177.09	85.00%	8,325.37	4,717.70
	type "C" inlet w/ J bottom 6/8	6,809.35	5,447.48	340.47	0.00	5,787.95	85.00%	1,021.40	578.80
	type "C" inlet w/ J bottom 8/10	16,028.82	12,823.06	801.44	0.00	13,624.50	85.00%	2,404.32	1,362.45
	type "C" inlet w/ J bottom 10/12	16,305.14	13,044.11	815.26	0.00	13,859.37	85.00%	2,445.77	1,385.94
	type "D" inlets 0/6	15,468.96	12,375.17	773.45	0.00	13,148.62	85.00%	2,320.34	1,314.87
	type "D" inlets 6/8	12,358.16	9,886.53	617.91	0.00	10,504.44	85.00%	1,853.72	1,050.45
	type "D" inlet w/ J bottom 0/6	6,856.62	5,485.30	342.83	0.00	5,828.13	85.00%	1,028.49	582.81
	type "E" control structures	11,574.58	9,259.66	2,314.92	0.00	11,574.58	100.00%	0.00	1,157.46
	type "H" control structures	17,414.92	13,931.94	870.74	0.00	14,802.68	85.00%	2,612.24	1,480.27
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	4,163.22
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	1,369.60
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	1,078.64
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	3,599.84
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	924.60
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	5,179.66
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	2,547.24
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	1,506.30
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	3,125.12
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	5,415.18
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	2,329.54
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	8,097.60
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	1,407.52
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	3,209.12
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	14,584.50
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	5,681.40
	24" MES	2,485.60	0.00	2,485.60	0.00	2,485.60	100.00%	0.00	248.56
	30" MES	18,142.16	9,071.08	9,071.08	0.00	18,142.16	100.00%	0.00	1,814.22
	36" MES	11,260.72	5,630.36	5,630.36	0.00	11,260.72	100.00%	0.00	1,126.08
	48" MES	31,603.32	23,702.49	7,900.83	0.00	31,603.32	100.00%	0.00	3,160.33
	cleaning & inspection	72,044.49	0.00	0.00	0.00	0.00	0.00%	72,044.49	0.00
	dewatering	83,890.08	75,501.07	8,389.01	0.00	83,890.08	100.00%	0.00	8,389.00

CONTINUATION SHEET

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

Application No. : 7
Application Date : 08/15/25
To: 08/31/25
Engineer's Project No.:

Invoice # : 6982 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	STORM Totals	**1,293,305.14**	**1,104,343.59**	**56,073.13**	**0.00**	**1,160,416.72**	**89.72%**	**132,888.42**	**116,041.74**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	1,662.77	3,879.79	0.00	5,542.56	100.00%	0.00	554.26
	8" PVC (DR-18)	170,720.06	145,112.05	25,608.01	0.00	170,720.06	100.00%	0.00	17,072.00
	6" PVC (DR-18)	35,139.62	17,569.81	17,569.81	0.00	35,139.62	100.00%	0.00	3,513.96
	fire hydrant assembly	103,392.84	51,696.42	31,017.85	0.00	82,714.27	80.00%	20,678.57	8,271.43
	jumper assembly	6,348.51	0.00	3,174.26	0.00	3,174.26	50.00%	3,174.25	317.43
	2" B/O assembly	4,969.51	0.00	4,969.51	0.00	4,969.51	100.00%	0.00	496.95
	single services	95,493.84	62,071.00	23,873.46	0.00	85,944.46	90.00%	9,549.38	8,594.45
	valves and fittings	124,342.29	118,125.18	0.00	0.00	118,125.18	95.00%	6,217.11	11,812.52
	testing and chlorination	15,508.30	0.00	3,101.66	0.00	3,101.66	20.00%	12,406.64	310.17
	WATER Totals	**561,457.53**	**396,237.23**	**113,194.35**	**0.00**	**509,431.58**	**90.73%**	**52,025.95**	**50,943.17**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	1,662.77	3,879.79	0.00	5,542.56	100.00%	0.00	554.26
	6" PVC (DR-18)	64,083.20	54,470.72	9,612.48	0.00	64,083.20	100.00%	0.00	6,408.32
	4" PVC (DR-18)	50,754.45	32,990.39	17,764.06	0.00	50,754.45	100.00%	0.00	5,075.44
	2" B/O assembly	9,939.00	0.00	9,939.00	0.00	9,939.00	100.00%	0.00	993.90
	1-1/2" reuse service	1,634.19	0.00	1,634.19	0.00	1,634.19	100.00%	0.00	163.42
	2" reuse service	1,890.41	0.00	1,890.41	0.00	1,890.41	100.00%	0.00	189.04
	single services	93,981.27	61,087.83	23,495.31	0.00	84,583.14	90.00%	9,398.13	8,458.31
	air release valve & meter box	226,109.88	56,527.47	56,527.47	0.00	113,054.94	50.00%	113,054.94	11,305.50
	valves and fittings	77,806.02	70,025.42	3,890.30	0.00	73,915.72	95.00%	3,890.30	7,391.57
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	1,254.79
	REUSE Totals	**544,288.83**	**289,312.45**	**128,633.01**	**0.00**	**417,945.46**	**76.79%**	**126,343.37**	**41,794.55**

CONTINUATION SHEET

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

Application No. : 7
Application Date : 08/15/25
To: 08/31/25
Engineer's Project No.:

Invoice # : 6982 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	F. 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	134,480.00	13,448.00	80,688.00	0.00	94,136.00	70.00%	40,344.00	9,413.60
	8" limerock	404,595.00	40,459.50	101,148.75	0.00	141,608.25	35.00%	262,986.75	14,160.83
	1.5"" SP-9.5 asphalt	251,505.00	0.00	50,301.00	0.00	50,301.00	20.00%	201,204.00	5,030.10
	2' miami curb	196,245.00	49,061.25	49,061.25	0.00	98,122.50	50.00%	98,122.50	9,812.26
	5' sidewalk	34,155.00	0.00	25,616.25	0.00	25,616.25	75.00%	8,538.75	2,561.63
	5' handicap ramps w/truncated domes	22,709.44	0.00	11,354.72	0.00	11,354.72	50.00%	11,354.72	1,135.47
	fine grade R/W	20,303.00	0.00	3,045.45	0.00	3,045.45	15.00%	17,257.55	304.55
	sod between curb & sidewalk	4,158.00	0.00	2,079.00	0.00	2,079.00	50.00%	2,079.00	207.90
	sod curb line (2' wide)	16,170.00	0.00	3,234.00	0.00	3,234.00	20.00%	12,936.00	323.40
	seed R/W	4,686.00	0.00	937.20	0.00	937.20	20.00%	3,748.80	93.72
	striping and signage	25,120.84	0.00	5,024.17	0.00	5,024.17	20.00%	20,096.67	502.42
	ON SITE PAVING Totals	**1,114,127.28**	**102,968.75**	**332,489.79**	**0.00**	**435,458.54**	**39.09%**	**678,668.74**	**43,545.88**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	30,021.89	6,004.37	0.00	36,026.26	60.00%	24,017.51	3,602.64
	mot/traffic control	7,690.05	0.00	7,690.05	0.00	7,690.05	100.00%	0.00	769.01
	mobilization	67,778.31	33,889.16	6,777.83	0.00	40,666.99	60.00%	27,111.32	4,066.68
	certified "as-builts"	85,874.99	42,937.50	8,587.49	0.00	51,524.99	60.00%	34,350.00	5,152.51
	ADMINISTRATION Totals	**221,387.12**	**106,848.55**	**29,059.74**	**0.00**	**135,908.29**	**61.39%**	**85,478.83**	**13,590.84**
	I. 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. : 7
Application Date : 08/15/25
To: 08/31/25
Engineer's Project No.:

Invoice # : 6982 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
		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**
	Grand Totals	**7,335,355.00**	**4,847,405.54**	**1,020,780.38**	**0.00**	**5,868,185.92**	**80.00%**	**1,467,169.08**	**586,818.77**

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 7/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: August 14, 2025

Lienor's Name: Coast to Coast Dewatering, LLC

By: Melony D. Rivard

Printed Name: Melony D. Rivard

Title: Office Manager

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 14 day of August, 2025 by Melony Rivard.

Notary Signature

Notary Stamp

Notary Public State of Florida
Anthony Moon
My Commission HH 516808
Expires 6/19/2028

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.

2004

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 7/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 8/13/25

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 [x] physical presence or [ ] online notarization, this 13 day of AUGUST, 2025 by SARAH ALMENGOR.

Carmen Sutton
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.

2004

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 7/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: AUGUST 14, 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 [X] physical presence or [ ] online notarization, this 14 day of AUGUST, 2025 by NICOLE FLOBECK.

LISA A. BUSCH
Notary Public, State of Texas
Comm. Expires 07-02-2029
Notary ID 1137898

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.

2004

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 7/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: August 13 2025

Lienor's Name: Maschmeyer Concrete

By: Hilary Holdman

Printed Name: Hilary Holdman

Title: AR Specialist

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13 day of August, 2025 by Hilary Holdman.

Notary Signature

Notary Stamp

Notary Public State of Florida
Frederica Lipman
My Commission HH 568467
Expires 6/25/2028

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.

2004

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**The Briar Team LLC**
Vendor Code	**BRITEA**
Invoice #	**3520/APP8**
Invoice Date	**9/30/2025**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278		$ 1,028,630.60	$ 102,863.06	$ 925,767.52
	Total This Draw	**$ 1,028,630.60**	**$ 102,863.06**	**$ 925,767.52**

PAY THIS AMOUNT

Prepared by: Alexandra Linares **Date:** 10/08/25

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.97	146,281.97	1,316,537.27
App #5	1,199,462.32	119,946.26	119,946.26	1,079,516.06
App #6	1,432,812.97	143,281.34	143,281.34	1,289,531.63
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8	1,028,630.60	102,863.06	102,863.06	925,767.54
App #9			-	-
App #10			-	-
App #11				
	6,896,816.52	**689,681.77**	**689,681.77**	**6,207,134.75**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7030

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

Application No. : 8

Period To: 9/30/2025

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

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		$7,335,355.00
2. Net Change By Change Order		$0.00
3. Contract Sum To Date		$7,335,355.00
4. Total Completed and Stored To Date		$6,896,816.52
5. Retainage:		
a. 10.00% of Completed Work	$689,681.85	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$689,681.85
6. Total Earned Less Retainage		$6,207,134.67
7. Less Previous Certificates For Payments		$5,281,367.15
8. Current Payment Due		$925,767.52
9. Balance To Finish, Plus Retainage		$1,128,220.33

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net Changes By Change Order	**$0.00**	

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

CONTRACTOR: THE BRIAR TEAM LLC

By: _____ Date: 9/22/25

State of: Florida County of: Seminole
Subscribed and sworn to before me this 22nd day of September 2025
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
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 $925,767.52

(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:

By: _____ Date: _____

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.

Purchase Order: 3520

KOLTER

PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade
Ordered: 3/7/2025
Revised:

Community: CRE-KL Seminole Woods Owner LLC

Vendor: The Briar Team (BRITEA)
4570 ORANGE BLVD.
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$0.00

Payment Information

Draw **Draw Amounts**

Subtotal: $7,335,335.00
Total Tax: $0.00
Purchase Order Total: $7,335,335.00
Invoiced To Date: $0.00

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 $ 925,767.52 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 9/25/2025 to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 9/22/25

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 September, 2025 by Richard Herbach.

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29 2026

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.

2004

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. : 8
Application Date : 09/22/25
To: 09/30/25
Engineer's Project No.:

Invoice # : 7030 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	1,587.98
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	33,836.20
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	1,691.78
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	46,140.25
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	2,306.97
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	1,356.80
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	964.60
	mass excavation phase 2 (cut)	6,768.00	6,768.00	0.00	0.00	6,768.00	100.00%	0.00	676.80
	mass excavation phase 2 (fill)	60,256.35	54,230.72	6,025.63	0.00	60,256.35	100.00%	0.00	6,025.64
	retention pond phase 2 (cut)	58,926.00	58,926.00	0.00	0.00	58,926.00	100.00%	0.00	5,892.60
	retention pond phase 2 (fill)	770.00	770.00	0.00	0.00	770.00	100.00%	0.00	77.00
	mass excavation phase 3 (cut)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	1,353.60
	mass excavation phase 3 (fill)	57,150.90	57,150.90	0.00	0.00	57,150.90	100.00%	0.00	5,715.09
	retention pond phase 3 (cut)	712,968.00	712,968.00	0.00	0.00	712,968.00	100.00%	0.00	71,296.80
	retention pond phase 3 (fill)	2,090.00	2,090.00	0.00	0.00	2,090.00	100.00%	0.00	209.00
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	52,006.40
	fine grade lots	30,668.47	0.00	15,334.24	0.00	15,334.24	50.00%	15,334.23	1,533.42
	sod pond slopes (bahia)	190,575.00	47,643.75	123,873.75	0.00	171,517.50	90.00%	19,057.50	17,151.76
	sod open tracts (bahia)	56,133.00	11,226.60	0.00	0.00	11,226.60	20.00%	44,906.40	1,122.66
	seed lots	23,760.00	2,376.00	0.00	0.00	2,376.00	10.00%	21,384.00	237.60
	conservation signs	18,482.32	0.00	4,620.58	0.00	4,620.58	25.00%	13,861.74	462.06
	SITE WORK Totals	**2,630,993.73**	**2,366,595.66**	**149,854.20**	**0.00**	**2,516,449.86**	**95.65%**	**114,543.87**	**251,645.01**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	776.23
	manholes 0/6	70,360.84	59,806.71	10,554.13	0.00	70,360.84	100.00%	0.00	7,036.07
	manholes 6/8	52,661.98	44,762.68	7,899.30	0.00	52,661.98	100.00%	0.00	5,266.20

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. : 8
Application Date : 09/22/25
To: 09/30/25
Engineer's Project No.:

Invoice # : 7030 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed From Previous Application (D+E)	Work Completed This Period In Place	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
	manholes 8/10	78,007.68	66,306.53	11,701.15	0.00	78,007.68	100.00%	0.00	7,800.77
	manholes 10/12	33,644.88	28,598.15	5,046.73	0.00	33,644.88	100.00%	0.00	3,364.49
	manholes 12/14	25,180.44	21,403.37	3,777.07	0.00	25,180.44	100.00%	0.00	2,518.04
	manholes 14/16	119,574.09	101,637.98	17,936.11	0.00	119,574.09	100.00%	0.00	11,957.41
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	3,183.44
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	457.45
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	1,780.33
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	2,258.79
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	2,479.94
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	1,431.93
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	687.96
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	402.02
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	670.72
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	1,744.92
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	1,438.06
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	4,687.76
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	4,031.26
	single laterals	146,550.38	146,550.38	0.00	0.00	146,550.38	100.00%	0.00	14,655.04
	TV video	71,687.99	21,506.40	50,181.59	0.00	71,687.99	100.00%	0.00	7,168.80
	air test	25,337.02	5,067.40	20,269.62	0.00	25,337.02	100.00%	0.00	2,533.70
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	8,648.24
	SANITARY Totals	**969,795.37**	**842,429.67**	**127,365.70**	**0.00**	**969,795.37**	**100.00%**	**0.00**	**96,979.57**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	1,448.74
	type "P" manholes 0/6	24,038.65	20,432.85	3,605.80	0.00	24,038.65	100.00%	0.00	2,403.86
	type "P" manholes 6/8	15,636.75	13,291.24	2,345.51	0.00	15,636.75	100.00%	0.00	1,563.67
	type "P" manholes 8/10	6,106.10	5,190.19	915.91	0.00	6,106.10	100.00%	0.00	610.61
	type "J" manholes 0/6	5,914.49	5,027.32	887.17	0.00	5,914.49	100.00%	0.00	591.45
	type "J" manholes 8/10	77,385.12	65,777.35	11,607.77	0.00	77,385.12	100.00%	0.00	7,738.52
	type "J" manholes 10/12	46,713.25	39,706.26	7,006.99	0.00	46,713.25	100.00%	0.00	4,671.33

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. : 8
Application Date : 09/22/25
To: 09/30/25
Engineer's Project No.:

Invoice # : 7030 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	7,764.33	1,370.17	0.00	9,134.50	100.00%	0.00	913.46
	type "C" inlets 0/6	68,283.36	58,040.86	10,242.50	0.00	68,283.36	100.00%	0.00	6,828.34
	type "C" inlets 8/10	5,669.73	4,819.27	850.46	0.00	5,669.73	100.00%	0.00	566.98
	type "C" inlet w/ J bottom 0/6	55,502.46	47,177.09	8,325.37	0.00	55,502.46	100.00%	0.00	5,550.24
	type "C" inlet w/ J bottom 6/8	6,809.35	5,787.95	1,021.40	0.00	6,809.35	100.00%	0.00	680.94
	type "C" inlet w/ J bottom 8/10	16,028.82	13,624.50	2,404.32	0.00	16,028.82	100.00%	0.00	1,602.88
	type "C" inlet w/ J bottom 10/12	16,305.14	13,859.37	2,445.77	0.00	16,305.14	100.00%	0.00	1,630.52
	type "D" inlets 0/6	15,468.96	13,148.62	2,320.34	0.00	15,468.96	100.00%	0.00	1,546.90
	type "D" inlets 6/8	12,358.16	10,504.44	1,853.72	0.00	12,358.16	100.00%	0.00	1,235.82
	type "D" inlet w/ J bottom 0/6	6,856.62	5,828.13	1,028.49	0.00	6,856.62	100.00%	0.00	685.66
	type "E" control structures	11,574.58	11,574.58	0.00	0.00	11,574.58	100.00%	0.00	1,157.46
	type "H" control structures	17,414.92	14,802.68	2,612.24	0.00	17,414.92	100.00%	0.00	1,741.49
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	4,163.22
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	1,369.60
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	1,078.64
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	3,599.84
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	924.60
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	5,179.66
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	2,547.24
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	1,506.30
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	3,125.12
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	5,415.18
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	2,329.54
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	8,097.60
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	1,407.52
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	3,209.12
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	14,584.50
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	5,681.40
	24" MES	2,485.60	2,485.60	0.00	0.00	2,485.60	100.00%	0.00	248.56
	30" MES	18,142.16	18,142.16	0.00	0.00	18,142.16	100.00%	0.00	1,814.22
	36" MES	11,260.72	11,260.72	0.00	0.00	11,260.72	100.00%	0.00	1,126.08
	48" MES	31,603.32	31,603.32	0.00	0.00	31,603.32	100.00%	0.00	3,160.33
	cleaning & inspection	72,044.49	0.00	72,044.49	0.00	72,044.49	100.00%	0.00	7,204.45
	dewatering	83,890.08	83,890.08	0.00	0.00	83,890.08	100.00%	0.00	8,389.00

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. : 8
Application Date : 09/22/25
To: 09/30/25
Engineer's Project No.:

Invoice # : 7030 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	STORM Totals	**1,293,305.14**	**1,160,416.72**	**132,888.42**	**0.00**	**1,293,305.14**	**100.00%**	**0.00**	**129,330.59**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	554.26
	8" PVC (DR-18)	170,720.06	170,720.06	0.00	0.00	170,720.06	100.00%	0.00	17,072.00
	6" PVC (DR-18)	35,139.62	35,139.62	0.00	0.00	35,139.62	100.00%	0.00	3,513.96
	fire hydrant assembly	103,392.84	82,714.27	20,678.57	0.00	103,392.84	100.00%	0.00	10,339.29
	jumper assembly	6,348.51	3,174.26	3,174.25	0.00	6,348.51	100.00%	0.00	634.86
	2" B/O assembly	4,969.51	4,969.51	0.00	0.00	4,969.51	100.00%	0.00	496.95
	single services	95,493.84	85,944.46	9,549.38	0.00	95,493.84	100.00%	0.00	9,549.39
	valves and fittings	124,342.29	118,125.18	0.00	0.00	118,125.18	95.00%	6,217.11	11,812.52
	testing and chlorination	15,508.30	3,101.66	12,406.64	0.00	15,508.30	100.00%	0.00	1,550.83
	WATER Totals	**561,457.53**	**509,431.58**	**45,808.84**	**0.00**	**555,240.42**	**98.89%**	**6,217.11**	**55,524.06**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	554.26
	6" PVC (DR-18)	64,083.20	64,083.20	0.00	0.00	64,083.20	100.00%	0.00	6,408.32
	4" PVC (DR-18)	50,754.45	50,754.45	0.00	0.00	50,754.45	100.00%	0.00	5,075.44
	2" B/O assembly	9,939.00	9,939.00	0.00	0.00	9,939.00	100.00%	0.00	993.90
	1-1/2" reuse service	1,634.19	1,634.19	0.00	0.00	1,634.19	100.00%	0.00	163.42
	2" reuse service	1,890.41	1,890.41	0.00	0.00	1,890.41	100.00%	0.00	189.04
	single services	93,981.27	84,583.14	9,398.13	0.00	93,981.27	100.00%	0.00	9,398.12
	air release valve & meter box	226,109.88	113,054.94	113,054.94	0.00	226,109.88	100.00%	0.00	22,610.99
	valves and fittings	77,806.02	73,915.72	0.00	0.00	73,915.72	95.00%	3,890.30	7,391.57
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	1,254.79
	REUSE Totals	**544,288.83**	**417,945.46**	**122,453.07**	**0.00**	**540,398.53**	**99.29%**	**3,890.30**	**54,039.85**

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. : 8
Application Date : 09/22/25
To: 09/30/25
Engineer's Project No.:

Invoice # : 7030 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	F. 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	134,480.00	94,136.00	40,344.00	0.00	134,480.00	100.00%	0.00	13,448.00
	8" limerock	404,595.00	141,608.25	262,986.75	0.00	404,595.00	100.00%	0.00	40,459.51
	1.5"" SP-9.5 asphalt	251,505.00	50,301.00	0.00	0.00	50,301.00	20.00%	201,204.00	5,030.10
	2' miami curb	196,245.00	98,122.50	98,122.50	0.00	196,245.00	100.00%	0.00	19,624.51
	5' sidewalk	34,155.00	25,616.25	8,538.75	0.00	34,155.00	100.00%	0.00	3,415.51
	5' handicap ramps w/truncated domes	22,709.44	11,354.72	5,677.36	0.00	17,032.08	75.00%	5,677.36	1,703.21
	fine grade R/W	20,303.00	3,045.45	12,181.80	0.00	15,227.25	75.00%	5,075.75	1,522.73
	sod between curb & sidewalk	4,158.00	2,079.00	1,039.50	0.00	3,118.50	75.00%	1,039.50	311.85
	sod curb line (2' wide)	16,170.00	3,234.00	0.00	0.00	3,234.00	20.00%	12,936.00	323.40
	seed R/W	4,686.00	937.20	0.00	0.00	937.20	20.00%	3,748.80	93.72
	striping and signage	25,120.84	5,024.17	0.00	0.00	5,024.17	20.00%	20,096.67	502.42
	ON SITE PAVING Totals	**1,114,127.28**	**435,458.54**	**428,890.66**	**0.00**	**864,349.20**	**77.58%**	**249,778.08**	**86,434.96**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	36,026.26	6,004.38	0.00	42,030.64	70.00%	18,013.13	4,203.08
	mot/traffic control	7,690.05	7,690.05	0.00	0.00	7,690.05	100.00%	0.00	769.01
	mobilization	67,778.31	40,666.99	6,777.83	0.00	47,444.82	70.00%	20,333.49	4,744.46
	certified "as-builts"	85,874.99	51,524.99	8,587.50	0.00	60,112.49	70.00%	25,762.50	6,011.26
	ADMINISTRATION Totals	**221,387.12**	**135,908.29**	**21,369.71**	**0.00**	**157,278.00**	**71.04%**	**64,109.12**	**15,727.81**
	I. 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.
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Application No. : 8
Application Date : 09/22/25
To: 09/30/25
Engineer's Project No.:

Invoice # : 7030 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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
	ZERO DOLLAR AMOUNTS Totals	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**
	Grand Totals	**7,335,355.00**	**5,868,185.92**	**1,028,630.60**	**0.00**	**6,896,816.52**	**94.02%**	**438,538.48**	**689,681.85**

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 8/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: Sept. 10, 2025

Lienor's Name: Coast to Coast Dewatering, LLC

By: Melony D. Rivard

Printed Name: Melony D. Rivard

Title: Office Manager

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10 day of September, 2025 by Melony Rivard.

Notary Signature

Notary Stamp

Notary Public State of Florida
Anthony Moon
My Commission HH 516808
Expires 6/19/2028

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.

2004

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 8/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 9/9/25

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 [X] physical presence or [ ] online notarization, this 9 day of SEPT, 2025 by SARAH ALMENGOR.

Carmen Sutton
Notary Signature

Notary Stamp

CARMEN SUTTON
NOTARY PUBLIC
STATE OF FLORIDA

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.

2004

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 8/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: SEPTEMBER 09, 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 09 day of SEPTEMBER, 2025 by NICOLE FLOBECK.

SHERRY LAKEY
MY COMMISSION EXPIRES
02/25/2028
NOTARY ID: 129583003

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.

2004

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

This waiver and release of lien is effective only upon actual receipt and clearance of funds in payment for the materials and services furnished.

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 8/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: September 9 2025

Lienor's Name: Maschmeyer Concrete

By: Hilary Holdman

Printed Name: Hilary Holdman

Title: AR SPECIALIST

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 9 day of September, 2025 by Hilary Holdman.

Notary Signature

Notary Stamp

Notary Public State of Florida
Frederica Lipman
My Commission HH 560467
Expires 8/25/2028

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.

2004

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**The Briar Team LLC**
Vendor Code	**BRITEA**
Invoice #	**3520/APP9**
Invoice Date	**10/31/2025**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278		$ 412,050.69	$ 41,205.07	$ 370,845.62
	Total This Draw	**$ 412,050.69**	**$ 41,205.07**	**$ 370,845.62**

PAY THIS AMOUNT

Prepared by: Alexandra Linares **Date:** 10/28/25

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.97	146,281.97	1,316,537.27
App #5	1,199,462.32	119,946.26	119,946.26	1,079,516.06
App #6	1,432,812.97	143,281.34	143,281.34	1,289,531.63
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8	1,028,630.60	102,863.06	102,863.06	925,767.54
App #9	412,050.69	41,205.07	41,205.07	370,845.62
App #10			-	-
App #11				
	7,308,867.21	**730,886.84**	**730,886.84**	**6,577,980.37**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7058

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

Application No.: 9

Period To: 10/31/2025

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

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		$7,335,355.00
2. Net Change By Change Order		$33,091.30
3. Contract Sum To Date		$7,368,446.30
4. Total Completed and Stored To Date		$7,308,866.99
5. Retainage:		
a. 10.00% of Completed Work	$730,886.70	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$730,886.70
6. Total Earned Less Retainage		$6,577,980.29
7. Less Previous Certificates For Payments		$6,207,134.67
8. Current Payment Due		$370,845.62
9. Balance To Finish, Plus Retainage		$790,466.01

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$33,091.30	$0.00
TOTALS	$33,091.30	$0.00
Net Changes By Change Order	**$33,091.30**	

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: _____ Date: 10/20/25

State of: Florida
County of: Seminole
Subscribed and sworn to before me this 20th day of October 2025
Notary Public: _____
My Commission expires: _____

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
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 $370,845.62

(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:

By: _____ Date: _____

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.

Purchase Order: 3520

KOLTER

PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade
Ordered: 3/7/2025
Revised:

Community: CRE-KL Seminole Woods Owner LLC

Vendor: The Briar Team (BRITEA)
4570 ORANGE BLVD.
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$0.00

Payment Information

Draw	Draw Amounts

Subtotal: $7,335,335.00
Total Tax: $0.00
Purchase Order Total: $7,335,335.00
Invoiced To Date: $0.00

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.

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $370,845.62 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 10/25/2025 to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 10/20/25

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 20th day of October, 2025 by Richard Herbach.

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

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.

2004

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. : 9
Application Date : 10/17/25
To: 10/31/25
Engineer's Project No.:

Invoice # : 7058 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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	%	Balance To Finish	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)	(G / C)	(C-G)	
	A. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	1,587.98
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	33,836.20
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	1,691.78
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	46,140.25
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	2,306.97
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	1,356.80
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	964.60
	mass excavation phase 2 (cut)	6,768.00	6,768.00	0.00	0.00	6,768.00	100.00%	0.00	676.80
	mass excavation phase 2 (fill)	60,256.35	60,256.35	0.00	0.00	60,256.35	100.00%	0.00	6,025.64
	retention pond phase 2 (cut)	58,926.00	58,926.00	0.00	0.00	58,926.00	100.00%	0.00	5,892.60
	retention pond phase 2 (fill)	770.00	770.00	0.00	0.00	770.00	100.00%	0.00	77.00
	mass excavation phase 3 (cut)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	1,353.60
	mass excavation phase 3 (fill)	57,150.90	57,150.90	0.00	0.00	57,150.90	100.00%	0.00	5,715.09
	retention pond phase 3 (cut)	712,968.00	712,968.00	0.00	0.00	712,968.00	100.00%	0.00	71,296.80
	retention pond phase 3 (fill)	2,090.00	2,090.00	0.00	0.00	2,090.00	100.00%	0.00	209.00
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	52,006.40
	fine grade lots	30,668.47	15,334.24	15,334.23	0.00	30,668.47	100.00%	0.00	3,066.84
	sod pond slopes (bahia)	190,575.00	171,517.50	19,057.50	0.00	190,575.00	100.00%	0.00	19,057.51
	sod open tracts (bahia)	56,133.00	11,226.60	28,066.50	0.00	39,293.10	70.00%	16,839.90	3,929.31
	seed lots	23,760.00	2,376.00	21,384.00	0.00	23,760.00	100.00%	0.00	2,376.00
	conservation signs	18,482.32	4,620.58	13,861.74	0.00	18,482.32	100.00%	0.00	1,848.23
	SITE WORK Totals	**2,630,993.73**	**2,516,449.86**	**97,703.97**	**0.00**	**2,614,153.83**	**99.36%**	**16,839.90**	**261,415.40**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	776.23
	manholes 0/6	70,360.84	70,360.84	0.00	0.00	70,360.84	100.00%	0.00	7,036.07
	manholes 6/8	52,661.98	52,661.98	0.00	0.00	52,661.98	100.00%	0.00	5,266.20

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. : 9
Application Date : 10/17/25
To: 10/31/25
Engineer's Project No.:

Invoice # : 7058 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	manholes 8/10	78,007.68	78,007.68	0.00	0.00	78,007.68	100.00%	0.00	7,800.77
	manholes 10/12	33,644.88	33,644.88	0.00	0.00	33,644.88	100.00%	0.00	3,364.49
	manholes 12/14	25,180.44	25,180.44	0.00	0.00	25,180.44	100.00%	0.00	2,518.04
	manholes 14/16	119,574.09	119,574.09	0.00	0.00	119,574.09	100.00%	0.00	11,957.41
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	3,183.44
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	457.45
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	1,780.33
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	2,258.79
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	2,479.94
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	1,431.93
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	687.96
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	402.02
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	670.72
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	1,744.92
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	1,438.06
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	4,687.76
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	4,031.26
	single laterals	146,550.38	146,550.38	0.00	0.00	146,550.38	100.00%	0.00	14,655.04
	TV video	71,687.99	71,687.99	0.00	0.00	71,687.99	100.00%	0.00	7,168.80
	air test	25,337.02	25,337.02	0.00	0.00	25,337.02	100.00%	0.00	2,533.70
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	8,648.24
	SANITARY Totals	**969,795.37**	**969,795.37**	**0.00**	**0.00**	**969,795.37**	**100.00%**	**0.00**	**96,979.57**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	1,448.74
	type "P" manholes 0/6	24,038.65	24,038.65	0.00	0.00	24,038.65	100.00%	0.00	2,403.86
	type "P" manholes 6/8	15,636.75	15,636.75	0.00	0.00	15,636.75	100.00%	0.00	1,563.67
	type "P" manholes 8/10	6,106.10	6,106.10	0.00	0.00	6,106.10	100.00%	0.00	610.61
	type "J" manholes 0/6	5,914.49	5,914.49	0.00	0.00	5,914.49	100.00%	0.00	591.45
	type "J" manholes 8/10	77,385.12	77,385.12	0.00	0.00	77,385.12	100.00%	0.00	7,738.52
	type "J" manholes 10/12	46,713.25	46,713.25	0.00	0.00	46,713.25	100.00%	0.00	4,671.33

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. : 9
Application Date : 10/17/25
To: 10/31/25
Engineer's Project No.:

Invoice # : 7058 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	9,134.50	0.00	0.00	9,134.50	100.00%	0.00	913.46
	type "C" inlets 0/6	68,283.36	68,283.36	0.00	0.00	68,283.36	100.00%	0.00	6,828.34
	type "C" inlets 8/10	5,669.73	5,669.73	0.00	0.00	5,669.73	100.00%	0.00	566.98
	type "C" inlet w/ J bottom 0/6	55,502.46	55,502.46	0.00	0.00	55,502.46	100.00%	0.00	5,550.24
	type "C" inlet w/ J bottom 6/8	6,809.35	6,809.35	0.00	0.00	6,809.35	100.00%	0.00	680.94
	type "C" inlet w/ J bottom 8/10	16,028.82	16,028.82	0.00	0.00	16,028.82	100.00%	0.00	1,602.88
	type "C" inlet w/ J bottom 10/12	16,305.14	16,305.14	0.00	0.00	16,305.14	100.00%	0.00	1,630.52
	type "D" inlets 0/6	15,468.96	15,468.96	0.00	0.00	15,468.96	100.00%	0.00	1,546.90
	type "D" inlets 6/8	12,358.16	12,358.16	0.00	0.00	12,358.16	100.00%	0.00	1,235.82
	type "D" inlet w/ J bottom 0/6	6,856.62	6,856.62	0.00	0.00	6,856.62	100.00%	0.00	685.66
	type "E" control structures	11,574.58	11,574.58	0.00	0.00	11,574.58	100.00%	0.00	1,157.46
	type "H" control structures	17,414.92	17,414.92	0.00	0.00	17,414.92	100.00%	0.00	1,741.49
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	4,163.22
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	1,369.60
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	1,078.64
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	3,599.84
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	924.60
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	5,179.66
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	2,547.24
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	1,506.30
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	3,125.12
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	5,415.18
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	2,329.54
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	8,097.60
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	1,407.52
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	3,209.12
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	14,584.50
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	5,681.40
	24" MES	2,485.60	2,485.60	0.00	0.00	2,485.60	100.00%	0.00	248.56
	30" MES	18,142.16	18,142.16	0.00	0.00	18,142.16	100.00%	0.00	1,814.22
	36" MES	11,260.72	11,260.72	0.00	0.00	11,260.72	100.00%	0.00	1,126.08
	48" MES	31,603.32	31,603.32	0.00	0.00	31,603.32	100.00%	0.00	3,160.33
	cleaning & inspection	72,044.49	72,044.49	0.00	0.00	72,044.49	100.00%	0.00	7,204.45
	dewatering	83,890.08	83,890.08	0.00	0.00	83,890.08	100.00%	0.00	8,389.00

CONTINUATION SHEET

Application and Certification for Payment, containing
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Application No. : 9
Application Date : 10/17/25
To: 10/31/25
Engineer's Project No.:

Invoice # : 7058 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	STORM Totals	**1,293,305.14**	**1,293,305.14**	**0.00**	**0.00**	**1,293,305.14**	**100.00%**	**0.00**	**129,330.59**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	554.26
	8" PVC (DR-18)	170,720.06	170,720.06	0.00	0.00	170,720.06	100.00%	0.00	17,072.00
	6" PVC (DR-18)	35,139.62	35,139.62	0.00	0.00	35,139.62	100.00%	0.00	3,513.96
	fire hydrant assembly	103,392.84	103,392.84	0.00	0.00	103,392.84	100.00%	0.00	10,339.29
	jumper assembly	6,348.51	6,348.51	0.00	0.00	6,348.51	100.00%	0.00	634.86
	2" B/O assembly	4,969.51	4,969.51	0.00	0.00	4,969.51	100.00%	0.00	496.95
	single services	95,493.84	95,493.84	0.00	0.00	95,493.84	100.00%	0.00	9,549.39
	valves and fittings	124,342.29	118,125.18	6,217.11	0.00	124,342.29	100.00%	0.00	12,434.23
	testing and chlorination	15,508.30	15,508.30	0.00	0.00	15,508.30	100.00%	0.00	1,550.83
	WATER Totals	**561,457.53**	**555,240.42**	**6,217.11**	**0.00**	**561,457.53**	**100.00%**	**0.00**	**56,145.77**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	554.26
	6" PVC (DR-18)	64,083.20	64,083.20	0.00	0.00	64,083.20	100.00%	0.00	6,408.32
	4" PVC (DR-18)	50,754.45	50,754.45	0.00	0.00	50,754.45	100.00%	0.00	5,075.44
	2" B/O assembly	9,939.00	9,939.00	0.00	0.00	9,939.00	100.00%	0.00	993.90
	1-1/2" reuse service	1,634.19	1,634.19	0.00	0.00	1,634.19	100.00%	0.00	163.42
	2" reuse service	1,890.41	1,890.41	0.00	0.00	1,890.41	100.00%	0.00	189.04
	single services	93,981.27	93,981.27	0.00	0.00	93,981.27	100.00%	0.00	9,398.12
	air release valve & meter box	226,109.88	226,109.88	0.00	0.00	226,109.88	100.00%	0.00	22,610.99
	valves and fittings	77,806.02	73,915.72	3,890.30	0.00	77,806.02	100.00%	0.00	7,780.60
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	1,254.79
	REUSE Totals	**544,288.83**	**540,398.53**	**3,890.30**	**0.00**	**544,288.83**	**100.00%**	**0.00**	**54,428.88**

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. : 9
Application Date : 10/17/25
To: 10/31/25
Engineer's Project No.:

Invoice # : 7058 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	F. 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	134,480.00	134,480.00	0.00	0.00	134,480.00	100.00%	0.00	13,448.00
	8" limerock	404,595.00	404,595.00	0.00	0.00	404,595.00	100.00%	0.00	40,459.51
	1.5"" SP-9.5 asphalt	251,505.00	50,301.00	201,204.00	0.00	251,505.00	100.00%	0.00	25,150.50
	2' miami curb	196,245.00	196,245.00	0.00	0.00	196,245.00	100.00%	0.00	19,624.51
	5' sidewalk	34,155.00	34,155.00	0.00	0.00	34,155.00	100.00%	0.00	3,415.51
	5' handicap ramps w/truncated domes	22,709.44	17,032.08	5,677.36	0.00	22,709.44	100.00%	0.00	2,270.95
	fine grade R/W	20,303.00	15,227.25	5,075.75	0.00	20,303.00	100.00%	0.00	2,030.31
	sod between curb & sidewalk	4,158.00	3,118.50	1,039.50	0.00	4,158.00	100.00%	0.00	415.80
	sod curb line (2' wide)	16,170.00	3,234.00	12,936.00	0.00	16,170.00	100.00%	0.00	1,617.00
	seed R/W	4,686.00	937.20	3,748.80	0.00	4,686.00	100.00%	0.00	468.60
	striping and signage	25,120.84	5,024.17	20,096.67	0.00	25,120.84	100.00%	0.00	2,512.09
	ON SITE PAVING Totals	**1,114,127.28**	**864,349.20**	**249,778.08**	**0.00**	**1,114,127.28**	**100.00%**	**0.00**	**111,412.78**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	42,030.64	6,004.38	0.00	48,035.02	80.00%	12,008.75	4,803.52
	mot/traffic control	7,690.05	7,690.05	0.00	0.00	7,690.05	100.00%	0.00	769.01
	mobilization	67,778.31	47,444.82	6,777.83	0.00	54,222.65	80.00%	13,555.66	5,422.24
	certified "as-builts"	85,874.99	60,112.49	8,587.50	0.00	68,699.99	80.00%	17,175.00	6,870.01
	ADMINISTRATION Totals	**221,387.12**	**157,278.00**	**21,369.71**	**0.00**	**178,647.71**	**80.69%**	**42,739.41**	**17,864.78**
	H. CHANGE ORDERS								
	Change Order #1	27,449.42	0.00	27,449.42	0.00	27,449.42	100.00%	0.00	2,744.94
	Change Order #2	5,641.88	0.00	5,641.88	0.00	5,641.88	100.00%	0.00	564.19
	CHANGE ORDERS Totals	**33,091.30**	**0.00**	**33,091.30**	**0.00**	**33,091.30**	**100.00%**	**0.00**	**3,309.13**

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. : 9
Application Date : 10/17/25
To: 10/31/25
Engineer's Project No.:

Invoice # : 7058 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	I. 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
		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**
	Grand Totals	**7,368,446.30**	**6,896,816.52**	**412,050.47**	**0.00**	**7,308,866.99**	**99.19%**	**59,579.31**	**730,886.70**

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 9/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: October 8, 2025

Lienor's Name: Coast to Coast Dewatering, LLC

By: Melony D. Rivard

Printed Name: Melony D. Rivard

Title: Office Manager

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8 day of October, 2025 by Melony Rivard.

Notary Signature

Notary Stamp

Notary Public State of Florida
Anthony Moon
My Commission HH 516806
Expires 6/19/2028

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.

2004

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 9/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

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PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Dated On: 10/10/25

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 [X] physical presence or [ ] online notarization, this 10 day of OCTOBER, 2025 by SARAH ALMENGOR.

Carmen Sutton
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.

2004

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 9/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: OCTOBER 07, 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 07 day of OCTOBER, 2025 by NICOLE FLOBECK.

Emily Lobaugh
Notary Signature

Notary Stamp

EMILY LOBAUGH
Notary Public, State of Texas
Comm. Expires 07-10-2029
Notary ID 135522509

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.

2004

This waiver and release of lien is effective only upon actual receipt and clearance of funds in payment for the materials and services furnished.

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 9/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: October 7 , 2025

Lienor's Name: Maschmeyer Concrete

By: Hilary Holdman

Printed Name: Hilary Holdman

Title: AR Specialist

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 7 day of October, 2025 by Hilary Holdman.

Frederica Lipman

Notary Signature
Frederica Lipman - HH 566467

Notary Stamp

Notary Public State of Florida
Frederica Lipman
My Commission HH 566467
Expires 8/25/2028

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.

2004

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**The Briar Team LLC**
Vendor Code	**BRITEA**
Invoice #	**3520/APP10RET**
Invoice Date	**10/31/2025**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278	**Retainage Release**		$ (365,443.35)	$ 365,443.35
	Total This Draw	**$ -**	**$ (365,443.35)**	**$ 365,443.35**

PAY THIS AMOUNT

Prepared by: Alexandra Linares **Date:** 10/28/25

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.97	146,281.97	1,316,537.27
App #5	1,199,462.32	119,946.26	119,946.26	1,079,516.06
App #6	1,432,812.97	143,281.34	143,281.34	1,289,531.63
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8	1,028,630.60	102,863.06	102,863.06	925,767.54
App #9	412,050.69	41,205.07	41,205.07	370,845.62
App #10		(365,443.35)	(365,443.35)	365,443.35
App #11				
	7,308,867.21	**365,443.49**	**365,443.49**	**6,943,423.72**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7073

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2
INFRASTUCTURE & PH 3 MG (PO# 3520)
50% RETAINAGE

Application No. : 10

Period To: 10/20/2025

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

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		$7,335,355.00
2. Net Change By Change Order		$33,091.30
3. Contract Sum To Date		$7,368,446.30
4. Total Completed and Stored To Date		$7,308,866.99
5. Retainage:		
a. 5.00% of Completed Work	$365,443.35	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$365,443.35
6. Total Earned Less Retainage		$6,943,423.64
7. Less Previous Certificates For Payments		$6,577,980.29
8. Current Payment Due		$365,443.35
9. Balance To Finish, Plus Retainage		$425,022.66

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$33,091.30	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$33,091.30	$0.00
Net Changes By Change Order	**$33,091.30**	

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: _____ Date: 10/20/25

State of: Florida County of: Seminole
Subscribed and sworn to before me this 20th day of October 2025
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 8/29/2026

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 $365,443.35

(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:

By: _____ Date: _____

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.

Purchase Order: 3520

KOLTER

PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade
Ordered: 3/7/2025
Revised:

Community: CRE-KL Seminole Woods Owner LLC

Vendor: The Briar Team (BRITEA)
4570 ORANGE BLVD.
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$0.00

Payment Information

Draw	Draw Amounts

Subtotal: $7,335,335.00
Total Tax: $0.00
Purchase Order Total: $7,335,335.00
Invoiced To Date: $0.00

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.

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $ 365,443.35 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 10/25/2025 to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 10/20/25

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 20th day of October, 2025 by Richard Herbach.

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

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.

2004

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. : 10
Application Date : 10/20/25
To: 10/20/25
Engineer's Project No.:

Invoice # : 7073 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	794.18
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	16,918.10
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	845.89
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	23,070.12
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	1,153.48
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	678.40
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	482.30
	mass excavation phase 2 (cut)	6,768.00	6,768.00	0.00	0.00	6,768.00	100.00%	0.00	338.40
	mass excavation phase 2 (fill)	60,256.35	60,256.35	0.00	0.00	60,256.35	100.00%	0.00	3,012.82
	retention pond phase 2 (cut)	58,926.00	58,926.00	0.00	0.00	58,926.00	100.00%	0.00	2,946.30
	retention pond phase 2 (fill)	770.00	770.00	0.00	0.00	770.00	100.00%	0.00	38.50
	mass excavation phase 3 (cut)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	676.80
	mass excavation phase 3 (fill)	57,150.90	57,150.90	0.00	0.00	57,150.90	100.00%	0.00	2,857.54
	retention pond phase 3 (cut)	712,968.00	712,968.00	0.00	0.00	712,968.00	100.00%	0.00	35,648.40
	retention pond phase 3 (fill)	2,090.00	2,090.00	0.00	0.00	2,090.00	100.00%	0.00	104.50
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	26,003.20
	fine grade lots	30,668.47	30,668.47	0.00	0.00	30,668.47	100.00%	0.00	1,533.42
	sod pond slopes (bahia)	190,575.00	190,575.00	0.00	0.00	190,575.00	100.00%	0.00	9,528.75
	sod open tracts (bahia)	56,133.00	39,293.10	0.00	0.00	39,293.10	70.00%	16,839.90	1,964.65
	seed lots	23,760.00	23,760.00	0.00	0.00	23,760.00	100.00%	0.00	1,188.00
	conservation signs	18,482.32	18,482.32	0.00	0.00	18,482.32	100.00%	0.00	924.11
	SITE WORK Totals	**2,630,993.73**	**2,614,153.83**	**0.00**	**0.00**	**2,614,153.83**	**99.36%**	**16,839.90**	**130,707.86**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	388.11
	manholes 0/6	70,360.84	70,360.84	0.00	0.00	70,360.84	100.00%	0.00	3,518.03
	manholes 6/8	52,661.98	52,661.98	0.00	0.00	52,661.98	100.00%	0.00	2,633.10

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. : 10
Application Date : 10/20/25
To: 10/20/25
Engineer's Project No.:

Invoice # : 7073 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	manholes 8/10	78,007.68	78,007.68	0.00	0.00	78,007.68	100.00%	0.00	3,900.38
	manholes 10/12	33,644.88	33,644.88	0.00	0.00	33,644.88	100.00%	0.00	1,682.24
	manholes 12/14	25,180.44	25,180.44	0.00	0.00	25,180.44	100.00%	0.00	1,259.02
	manholes 14/16	119,574.09	119,574.09	0.00	0.00	119,574.09	100.00%	0.00	5,978.70
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	1,591.72
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	228.72
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	890.16
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	1,129.39
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	1,239.97
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	715.96
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	343.98
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	201.01
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	335.36
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	872.46
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	719.03
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	2,343.88
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	2,015.63
	single laterals	146,550.38	146,550.38	0.00	0.00	146,550.38	100.00%	0.00	7,327.52
	TV video	71,687.99	71,687.99	0.00	0.00	71,687.99	100.00%	0.00	3,584.40
	air test	25,337.02	25,337.02	0.00	0.00	25,337.02	100.00%	0.00	1,266.85
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	4,324.12
	SANITARY Totals	**969,795.37**	**969,795.37**	**0.00**	**0.00**	**969,795.37**	**100.00%**	**0.00**	**48,489.74**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	724.37
	type "P" manholes 0/6	24,038.65	24,038.65	0.00	0.00	24,038.65	100.00%	0.00	1,201.93
	type "P" manholes 6/8	15,636.75	15,636.75	0.00	0.00	15,636.75	100.00%	0.00	781.83
	type "P" manholes 8/10	6,106.10	6,106.10	0.00	0.00	6,106.10	100.00%	0.00	305.30
	type "J" manholes 0/6	5,914.49	5,914.49	0.00	0.00	5,914.49	100.00%	0.00	295.72
	type "J" manholes 8/10	77,385.12	77,385.12	0.00	0.00	77,385.12	100.00%	0.00	3,869.26
	type "J" manholes 10/12	46,713.25	46,713.25	0.00	0.00	46,713.25	100.00%	0.00	2,335.66

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. : 10
Application Date : 10/20/25
To: 10/20/25
Engineer's Project No.:

Invoice # : 7073 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	9,134.50	0.00	0.00	9,134.50	100.00%	0.00	456.73
	type "C" inlets 0/6	68,283.36	68,283.36	0.00	0.00	68,283.36	100.00%	0.00	3,414.17
	type "C" inlets 8/10	5,669.73	5,669.73	0.00	0.00	5,669.73	100.00%	0.00	283.49
	type "C" inlet w/ J bottom 0/6	55,502.46	55,502.46	0.00	0.00	55,502.46	100.00%	0.00	2,775.12
	type "C" inlet w/ J bottom 6/8	6,809.35	6,809.35	0.00	0.00	6,809.35	100.00%	0.00	340.47
	type "C" inlet w/ J bottom 8/10	16,028.82	16,028.82	0.00	0.00	16,028.82	100.00%	0.00	801.44
	type "C" inlet w/ J bottom 10/12	16,305.14	16,305.14	0.00	0.00	16,305.14	100.00%	0.00	815.26
	type "D" inlets 0/6	15,468.96	15,468.96	0.00	0.00	15,468.96	100.00%	0.00	773.45
	type "D" inlets 6/8	12,358.16	12,358.16	0.00	0.00	12,358.16	100.00%	0.00	617.91
	type "D" inlet w/ J bottom 0/6	6,856.62	6,856.62	0.00	0.00	6,856.62	100.00%	0.00	342.83
	type "E" control structures	11,574.58	11,574.58	0.00	0.00	11,574.58	100.00%	0.00	578.73
	type "H" control structures	17,414.92	17,414.92	0.00	0.00	17,414.92	100.00%	0.00	870.74
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	2,081.61
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	684.80
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	539.32
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	1,799.92
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	462.30
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	2,589.83
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	1,273.62
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	753.15
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	1,562.56
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	2,707.59
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	1,164.77
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	4,048.80
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	703.76
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	1,604.56
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	7,292.25
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	2,840.70
	24" MES	2,485.60	2,485.60	0.00	0.00	2,485.60	100.00%	0.00	124.28
	30" MES	18,142.16	18,142.16	0.00	0.00	18,142.16	100.00%	0.00	907.11
	36" MES	11,260.72	11,260.72	0.00	0.00	11,260.72	100.00%	0.00	563.04
	48" MES	31,603.32	31,603.32	0.00	0.00	31,603.32	100.00%	0.00	1,580.16
	cleaning & inspection	72,044.49	72,044.49	0.00	0.00	72,044.49	100.00%	0.00	3,602.22
	dewatering	83,890.08	83,890.08	0.00	0.00	83,890.08	100.00%	0.00	4,194.50

CONTINUATION SHEET

Application and Certification for Payment, containing
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Application No. : 10
Application Date : 10/20/25
To: 10/20/25
Engineer's Project No.:

Invoice # : 7073 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	STORM Totals	**1,293,305.14**	**1,293,305.14**	**0.00**	**0.00**	**1,293,305.14**	**100.00%**	**0.00**	**64,665.26**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	277.13
	8" PVC (DR-18)	170,720.06	170,720.06	0.00	0.00	170,720.06	100.00%	0.00	8,536.00
	6" PVC (DR-18)	35,139.62	35,139.62	0.00	0.00	35,139.62	100.00%	0.00	1,756.98
	fire hydrant assembly	103,392.84	103,392.84	0.00	0.00	103,392.84	100.00%	0.00	5,169.64
	jumper assembly	6,348.51	6,348.51	0.00	0.00	6,348.51	100.00%	0.00	317.43
	2" B/O assembly	4,969.51	4,969.51	0.00	0.00	4,969.51	100.00%	0.00	248.47
	single services	95,493.84	95,493.84	0.00	0.00	95,493.84	100.00%	0.00	4,774.69
	valves and fittings	124,342.29	124,342.29	0.00	0.00	124,342.29	100.00%	0.00	6,217.11
	testing and chlorination	15,508.30	15,508.30	0.00	0.00	15,508.30	100.00%	0.00	775.41
	WATER Totals	**561,457.53**	**561,457.53**	**0.00**	**0.00**	**561,457.53**	**100.00%**	**0.00**	**28,072.86**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	277.13
	6" PVC (DR-18)	64,083.20	64,083.20	0.00	0.00	64,083.20	100.00%	0.00	3,204.16
	4" PVC (DR-18)	50,754.45	50,754.45	0.00	0.00	50,754.45	100.00%	0.00	2,537.72
	2" B/O assembly	9,939.00	9,939.00	0.00	0.00	9,939.00	100.00%	0.00	496.95
	1-1/2" reuse service	1,634.19	1,634.19	0.00	0.00	1,634.19	100.00%	0.00	81.71
	2" reuse service	1,890.41	1,890.41	0.00	0.00	1,890.41	100.00%	0.00	94.52
	single services	93,981.27	93,981.27	0.00	0.00	93,981.27	100.00%	0.00	4,699.06
	air release valve & meter box	226,109.88	226,109.88	0.00	0.00	226,109.88	100.00%	0.00	11,305.49
	valves and fittings	77,806.02	77,806.02	0.00	0.00	77,806.02	100.00%	0.00	3,890.30
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	627.39
	REUSE Totals	**544,288.83**	**544,288.83**	**0.00**	**0.00**	**544,288.83**	**100.00%**	**0.00**	**27,214.43**

CONTINUATION SHEET

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Application No. : 10
Application Date : 10/20/25
To: 10/20/25
Engineer's Project No.:

Invoice # : 7073 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	F. 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	134,480.00	134,480.00	0.00	0.00	134,480.00	100.00%	0.00	6,724.00
	8" limerock	404,595.00	404,595.00	0.00	0.00	404,595.00	100.00%	0.00	20,229.75
	1.5"" SP-9.5 asphalt	251,505.00	251,505.00	0.00	0.00	251,505.00	100.00%	0.00	12,575.25
	2' miami curb	196,245.00	196,245.00	0.00	0.00	196,245.00	100.00%	0.00	9,812.25
	5' sidewalk	34,155.00	34,155.00	0.00	0.00	34,155.00	100.00%	0.00	1,707.75
	5' handicap ramps w/truncated domes	22,709.44	22,709.44	0.00	0.00	22,709.44	100.00%	0.00	1,135.47
	fine grade R/W	20,303.00	20,303.00	0.00	0.00	20,303.00	100.00%	0.00	1,015.15
	sod between curb & sidewalk	4,158.00	4,158.00	0.00	0.00	4,158.00	100.00%	0.00	207.90
	sod curb line (2' wide)	16,170.00	16,170.00	0.00	0.00	16,170.00	100.00%	0.00	808.50
	seed R/W	4,686.00	4,686.00	0.00	0.00	4,686.00	100.00%	0.00	234.30
	striping and signage	25,120.84	25,120.84	0.00	0.00	25,120.84	100.00%	0.00	1,256.04
	ON SITE PAVING Totals	**1,114,127.28**	**1,114,127.28**	**0.00**	**0.00**	**1,114,127.28**	**100.00%**	**0.00**	**55,706.36**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	48,035.02	0.00	0.00	48,035.02	80.00%	12,008.75	2,401.76
	mot/traffic control	7,690.05	7,690.05	0.00	0.00	7,690.05	100.00%	0.00	384.50
	mobilization	67,778.31	54,222.65	0.00	0.00	54,222.65	80.00%	13,555.66	2,711.12
	certified "as-builts"	85,874.99	68,699.99	0.00	0.00	68,699.99	80.00%	17,175.00	3,435.00
	ADMINISTRATION Totals	**221,387.12**	**178,647.71**	**0.00**	**0.00**	**178,647.71**	**80.69%**	**42,739.41**	**8,932.38**
	H. CHANGE ORDERS								
	Change Order #1	27,449.42	27,449.42	0.00	0.00	27,449.42	100.00%	0.00	1,372.47
	Change Order #2	5,641.88	5,641.88	0.00	0.00	5,641.88	100.00%	0.00	282.09
	CHANGE ORDERS Totals	**33,091.30**	**33,091.30**	**0.00**	**0.00**	**33,091.30**	**100.00%**	**0.00**	**1,654.56**

CONTINUATION SHEET

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Application Date : 10/20/25
To: 10/20/25
Engineer's Project No.:

Invoice # : 7073 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	I. 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
		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**
	Grand Totals	**7,368,446.30**	**7,308,866.99**	**0.00**	**0.00**	**7,308,866.99**	**99.19%**	**59,579.31**	**365,443.35**

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 9/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: October 8, 2025

Lienor's Name: Coast to Coast Dewatering, LLC

By: Melony D. Rivard

Printed Name: Melony D. Rivard

Title: Office Manager

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8 day of October, 2025 by Melony Rivard.

Notary Signature

Notary Stamp

Notary Public State of Florida
Anthony Moon
My Commission HH 516806
Expires 6/19/2028

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.

2004

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 9/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 10/10/25

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 [X] physical presence or [ ] online notarization, this 10 day of OCTOBER, 2025 by SARAH ALMENGOR.

Carmen Sutton
Notary Signature

Notary Stamp



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2004

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 9/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: OCTOBER 07, 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 07 day of OCTOBER, 2025 by NICOLE FLOBECK.

Emily Lobaugh
Notary Signature

Notary Stamp

EMILY LOBAUGH
Notary Public, State of Texas
Comm. Expires 07-10-2029
Notary ID 135522509

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.

2004

This waiver and release of lien is effective only upon actual receipt and clearance of funds in payment for the materials and services furnished.

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress 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 through 9/25/2025 to The Briar Team, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: October 7 , 2025

Lienor's Name: Maschmeyer Concrete

By: Hilary Holdman

Printed Name: Hilary Holdman

Title: AR Specialist

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 7 day of October, 2025 by Hilary Holdman.

Frederica Lipman

Notary Signature
Frederica Lipman - HH 566467

Notary Stamp

Notary Public State of Florida
Frederica Lipman
My Commission HH 566467
Expires 8/25/2028

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.

2004

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**The Briar Team LLC**
Vendor Code	**BRITEA**
Invoice #	**3520/APP11**
Invoice Date	**11/30/2025**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278		$ 32,596.30	$ 3,259.63	$ 29,336.67
	Total This Draw	**$ 32,596.30**	**$ 3,259.63**	**$ 29,336.67**

PAY THIS AMOUNT

Prepared by: Nina Gould **Date:** 12/12/25

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.97	146,281.97	1,316,537.27
App #5	1,199,462.32	119,946.26	119,946.26	1,079,516.06
App #6	1,432,812.97	143,281.34	143,281.34	1,289,531.63
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8	1,028,630.60	102,863.06	102,863.06	925,767.54
App #9	412,050.69	41,205.07	41,205.07	370,845.62
App #10	-	(365,443.35)	(365,443.35)	365,443.35
App #11	32,596.30	3,259.63	3,259.63	29,336.67
App #11				
App #12				
App #13				
App #14				
App #15				
	7,341,463.51	**368,703.12**	**368,703.12**	**6,972,760.39**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7113

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

Application No. : 11

Period To: 11/30/2025

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

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		$7,335,355.00
2. Net Change By Change Order		$33,091.30
3. Contract Sum To Date		$7,368,446.30
4. Total Completed and Stored To Date		$7,341,463.29
5. Retainage:		
a. 5.02% of Completed Work	$368,703.08	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$368,703.08
6. Total Earned Less Retainage		$6,972,760.21
7. Less Previous Certificates For Payments		$6,943,423.54
8. Current Payment Due		$29,336.67
9. Balance To Finish, Plus Retainage		$395,686.09

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$33,091.30	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$33,091.30	$0.00
Net Changes By Change Order	**$33,091.30**	

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: _____ Date: 11/17/25

State of: Florida County of: Seminole
Subscribed and sworn to before me this 17th day of November 2025
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
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 $29,336.67

(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:
By: _____ Date: 11/24/25

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.

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 : 11/17/25
To: 11/30/25
Engineer's Project No.:

Invoice # : 7113 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed From Previous Application (D+E)	Work Completed This Period In Place	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
	A. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	794.18
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	16,918.10
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	845.89
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	23,070.12
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	1,153.48
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	678.40
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	482.30
	mass excavation phase 2 (cut)	6,768.00	6,768.00	0.00	0.00	6,768.00	100.00%	0.00	338.40
	mass excavation phase 2 (fill)	60,256.35	60,256.35	0.00	0.00	60,256.35	100.00%	0.00	3,012.82
	retention pond phase 2 (cut)	58,926.00	58,926.00	0.00	0.00	58,926.00	100.00%	0.00	2,946.30
	retention pond phase 2 (fill)	770.00	770.00	0.00	0.00	770.00	100.00%	0.00	38.50
	mass excavation phase 3 (cut)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	676.80
	mass excavation phase 3 (fill)	57,150.90	57,150.90	0.00	0.00	57,150.90	100.00%	0.00	2,857.54
	retention pond phase 3 (cut)	712,968.00	712,968.00	0.00	0.00	712,968.00	100.00%	0.00	35,648.40
	retention pond phase 3 (fill)	2,090.00	2,090.00	0.00	0.00	2,090.00	100.00%	0.00	104.50
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	26,003.20
	fine grade lots	30,668.47	30,668.47	0.00	0.00	30,668.47	100.00%	0.00	1,533.42
	sod pond slopes (bahia)	190,575.00	190,575.00	0.00	0.00	190,575.00	100.00%	0.00	9,528.75
	sod open tracts (bahia)	56,133.00	39,293.10	11,226.60	0.00	50,519.70	90.00%	5,613.30	3,087.31
	seed lots	23,760.00	23,760.00	0.00	0.00	23,760.00	100.00%	0.00	1,188.00
	conservation signs	18,482.32	18,482.32	0.00	0.00	18,482.32	100.00%	0.00	924.11
	SITE WORK Totals	**2,630,993.73**	**2,614,153.83**	**11,226.60**	**0.00**	**2,625,380.43**	**99.79%**	**5,613.30**	**131,830.52**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	388.11
	manholes 0/6	70,360.84	70,360.84	0.00	0.00	70,360.84	100.00%	0.00	3,518.03
	manholes 6/8	52,661.98	52,661.98	0.00	0.00	52,661.98	100.00%	0.00	2,633.10

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 : 11/17/25
To: 11/30/25
Engineer's Project No.:

Invoice # : 7113 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	manholes 8/10	78,007.68	78,007.68	0.00	0.00	78,007.68	100.00%	0.00	3,900.38
	manholes 10/12	33,644.88	33,644.88	0.00	0.00	33,644.88	100.00%	0.00	1,682.24
	manholes 12/14	25,180.44	25,180.44	0.00	0.00	25,180.44	100.00%	0.00	1,259.02
	manholes 14/16	119,574.09	119,574.09	0.00	0.00	119,574.09	100.00%	0.00	5,978.70
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	1,591.72
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	228.72
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	890.16
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	1,129.39
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	1,239.97
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	715.96
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	343.98
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	201.01
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	335.36
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	872.46
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	719.03
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	2,343.88
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	2,015.63
	single laterals	146,550.38	146,550.38	0.00	0.00	146,550.38	100.00%	0.00	7,327.52
	TV video	71,687.99	71,687.99	0.00	0.00	71,687.99	100.00%	0.00	3,584.40
	air test	25,337.02	25,337.02	0.00	0.00	25,337.02	100.00%	0.00	1,266.85
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	4,324.12
	SANITARY Totals	**969,795.37**	**969,795.37**	**0.00**	**0.00**	**969,795.37**	**100.00%**	**0.00**	**48,489.74**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	724.37
	type "P" manholes 0/6	24,038.65	24,038.65	0.00	0.00	24,038.65	100.00%	0.00	1,201.93
	type "P" manholes 6/8	15,636.75	15,636.75	0.00	0.00	15,636.75	100.00%	0.00	781.83
	type "P" manholes 8/10	6,106.10	6,106.10	0.00	0.00	6,106.10	100.00%	0.00	305.30
	type "J" manholes 0/6	5,914.49	5,914.49	0.00	0.00	5,914.49	100.00%	0.00	295.72
	type "J" manholes 8/10	77,385.12	77,385.12	0.00	0.00	77,385.12	100.00%	0.00	3,869.26
	type "J" manholes 10/12	46,713.25	46,713.25	0.00	0.00	46,713.25	100.00%	0.00	2,335.66

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 : 11/17/25
To: 11/30/25
Engineer's Project No.:

Invoice # : 7113 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	9,134.50	0.00	0.00	9,134.50	100.00%	0.00	456.73
	type "C" inlets 0/6	68,283.36	68,283.36	0.00	0.00	68,283.36	100.00%	0.00	3,414.17
	type "C" inlets 8/10	5,669.73	5,669.73	0.00	0.00	5,669.73	100.00%	0.00	283.49
	type "C" inlet w/ J bottom 0/6	55,502.46	55,502.46	0.00	0.00	55,502.46	100.00%	0.00	2,775.12
	type "C" inlet w/ J bottom 6/8	6,809.35	6,809.35	0.00	0.00	6,809.35	100.00%	0.00	340.47
	type "C" inlet w/ J bottom 8/10	16,028.82	16,028.82	0.00	0.00	16,028.82	100.00%	0.00	801.44
	type "C" inlet w/ J bottom 10/12	16,305.14	16,305.14	0.00	0.00	16,305.14	100.00%	0.00	815.26
	type "D" inlets 0/6	15,468.96	15,468.96	0.00	0.00	15,468.96	100.00%	0.00	773.45
	type "D" inlets 6/8	12,358.16	12,358.16	0.00	0.00	12,358.16	100.00%	0.00	617.91
	type "D" inlet w/ J bottom 0/6	6,856.62	6,856.62	0.00	0.00	6,856.62	100.00%	0.00	342.83
	type "E" control structures	11,574.58	11,574.58	0.00	0.00	11,574.58	100.00%	0.00	578.73
	type "H" control structures	17,414.92	17,414.92	0.00	0.00	17,414.92	100.00%	0.00	870.74
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	2,081.61
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	684.80
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	539.32
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	1,799.92
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	462.30
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	2,589.83
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	1,273.62
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	753.15
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	1,562.56
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	2,707.59
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	1,164.77
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	4,048.80
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	703.76
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	1,604.56
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	7,292.25
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	2,840.70
	24" MES	2,485.60	2,485.60	0.00	0.00	2,485.60	100.00%	0.00	124.28
	30" MES	18,142.16	18,142.16	0.00	0.00	18,142.16	100.00%	0.00	907.11
	36" MES	11,260.72	11,260.72	0.00	0.00	11,260.72	100.00%	0.00	563.04
	48" MES	31,603.32	31,603.32	0.00	0.00	31,603.32	100.00%	0.00	1,580.16
	cleaning & inspection	72,044.49	72,044.49	0.00	0.00	72,044.49	100.00%	0.00	3,602.22
	dewatering	83,890.08	83,890.08	0.00	0.00	83,890.08	100.00%	0.00	4,194.50

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 : 11/17/25
To: 11/30/25
Engineer's Project No.:

Invoice # : 7113 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	STORM Totals	**1,293,305.14**	**1,293,305.14**	**0.00**	**0.00**	**1,293,305.14**	**100.00%**	**0.00**	**64,665.26**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	277.13
	8" PVC (DR-18)	170,720.06	170,720.06	0.00	0.00	170,720.06	100.00%	0.00	8,536.00
	6" PVC (DR-18)	35,139.62	35,139.62	0.00	0.00	35,139.62	100.00%	0.00	1,756.98
	fire hydrant assembly	103,392.84	103,392.84	0.00	0.00	103,392.84	100.00%	0.00	5,169.64
	jumper assembly	6,348.51	6,348.51	0.00	0.00	6,348.51	100.00%	0.00	317.43
	2" B/O assembly	4,969.51	4,969.51	0.00	0.00	4,969.51	100.00%	0.00	248.47
	single services	95,493.84	95,493.84	0.00	0.00	95,493.84	100.00%	0.00	4,774.69
	valves and fittings	124,342.29	124,342.29	0.00	0.00	124,342.29	100.00%	0.00	6,217.11
	testing and chlorination	15,508.30	15,508.30	0.00	0.00	15,508.30	100.00%	0.00	775.41
	WATER Totals	**561,457.53**	**561,457.53**	**0.00**	**0.00**	**561,457.53**	**100.00%**	**0.00**	**28,072.86**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	277.13
	6" PVC (DR-18)	64,083.20	64,083.20	0.00	0.00	64,083.20	100.00%	0.00	3,204.16
	4" PVC (DR-18)	50,754.45	50,754.45	0.00	0.00	50,754.45	100.00%	0.00	2,537.72
	2" B/O assembly	9,939.00	9,939.00	0.00	0.00	9,939.00	100.00%	0.00	496.95
	1-1/2" reuse service	1,634.19	1,634.19	0.00	0.00	1,634.19	100.00%	0.00	81.71
	2" reuse service	1,890.41	1,890.41	0.00	0.00	1,890.41	100.00%	0.00	94.52
	single services	93,981.27	93,981.27	0.00	0.00	93,981.27	100.00%	0.00	4,699.06
	air release valve & meter box	226,109.88	226,109.88	0.00	0.00	226,109.88	100.00%	0.00	11,305.49
	valves and fittings	77,806.02	77,806.02	0.00	0.00	77,806.02	100.00%	0.00	3,890.30
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	627.39
	REUSE Totals	**544,288.83**	**544,288.83**	**0.00**	**0.00**	**544,288.83**	**100.00%**	**0.00**	**27,214.43**

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 : 11/17/25
To: 11/30/25
Engineer's Project No.:

Invoice # : 7113 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	F. 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	134,480.00	134,480.00	0.00	0.00	134,480.00	100.00%	0.00	6,724.00
	8" limerock	404,595.00	404,595.00	0.00	0.00	404,595.00	100.00%	0.00	20,229.75
	1.5"" SP-9.5 asphalt	251,505.00	251,505.00	0.00	0.00	251,505.00	100.00%	0.00	12,575.25
	2' miami curb	196,245.00	196,245.00	0.00	0.00	196,245.00	100.00%	0.00	9,812.25
	5' sidewalk	34,155.00	34,155.00	0.00	0.00	34,155.00	100.00%	0.00	1,707.75
	5' handicap ramps w/truncated domes	22,709.44	22,709.44	0.00	0.00	22,709.44	100.00%	0.00	1,135.47
	fine grade R/W	20,303.00	20,303.00	0.00	0.00	20,303.00	100.00%	0.00	1,015.15
	sod between curb & sidewalk	4,158.00	4,158.00	0.00	0.00	4,158.00	100.00%	0.00	207.90
	sod curb line (2' wide)	16,170.00	16,170.00	0.00	0.00	16,170.00	100.00%	0.00	808.50
	seed R/W	4,686.00	4,686.00	0.00	0.00	4,686.00	100.00%	0.00	234.30
	striping and signage	25,120.84	25,120.84	0.00	0.00	25,120.84	100.00%	0.00	1,256.04
	ON SITE PAVING Totals	**1,114,127.28**	**1,114,127.28**	**0.00**	**0.00**	**1,114,127.28**	**100.00%**	**0.00**	**55,706.36**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	48,035.02	6,004.37	0.00	54,039.39	90.00%	6,004.38	3,002.20
	mot/traffic control	7,690.05	7,690.05	0.00	0.00	7,690.05	100.00%	0.00	384.50
	mobilization	67,778.31	54,222.65	6,777.83	0.00	61,000.48	90.00%	6,777.83	3,388.90
	certified "as-builts"	85,874.99	68,699.99	8,587.50	0.00	77,287.49	90.00%	8,587.50	4,293.75
	ADMINISTRATION Totals	**221,387.12**	**178,647.71**	**21,369.70**	**0.00**	**200,017.41**	**90.35%**	**21,369.71**	**11,069.35**
	H. CHANGE ORDERS								
	Change Order #1	27,449.42	27,449.42	0.00	0.00	27,449.42	100.00%	0.00	1,372.47
	Change Order #2	5,641.88	5,641.88	0.00	0.00	5,641.88	100.00%	0.00	282.09
	CHANGE ORDERS Totals	**33,091.30**	**33,091.30**	**0.00**	**0.00**	**33,091.30**	**100.00%**	**0.00**	**1,654.56**

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. : 11
Application Date : 11/17/25
To: 11/30/25
Engineer's Project No.:

Invoice # : 7113 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	I. 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
		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**
	Grand Totals	**7,368,446.30**	**7,308,866.99**	**32,596.30**	**0.00**	**7,341,463.29**	**99.63%**	**26,983.01**	**368,703.08**

Purchase Order: 3520

KOLTER	Community: CRE-KL Seminole Woods Owner LLC	Vendor: The Briar Team (BRITEA) 4570 ORANGE BLVD. SANFORD, FL 32771 (p) (407)321-2773
PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade **Ordered:** 3/7/2025 **Revised:**		

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$0.00

Payment Information

Draw	Draw Amounts

Subtotal: $7,335,335.00
Total Tax: $0.00
Purchase Order Total: $7,335,335.00
Invoiced To Date: $0.00

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.

Project Name & Phase:	Seminole Palms Ph 2 Infr & Ph 3 M G
Community #:	
PO #:	3520
Activity Code:	61060
Resource Description:	
Notes:	

landinvoices@brookfieldkolter.com Lauren Barret Press 11/21/2025

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $ 29,336.67 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 11/25/2025 to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 11/17/25

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 17th day of November, 2025 by Richard Herbach.

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

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.

2004

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**The Briar Team LLC**
Vendor Code	**BRITEA**
Invoice #	**3520/APP12**
Invoice Date	**12/10/2025**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278		$ 26,983.01	$ 2,698.30	$ 24,284.71
	Total This Draw	**$ 26,983.01**	**$ 2,698.30**	**$ 24,284.71**

PAY THIS AMOUNT

Prepared by: Nina Gould **Date:** 01/21/26

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.97	146,281.97	1,316,537.27
App #5	1,199,462.32	119,946.26	119,946.26	1,079,516.06
App #6	1,432,812.97	143,281.34	143,281.34	1,289,531.63
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8	1,028,630.60	102,863.06	102,863.06	925,767.54
App #9	412,050.69	41,205.07	41,205.07	370,845.62
App #10	-	(365,443.35)	(365,443.35)	365,443.35
App #11	32,596.30	3,259.63	3,259.63	29,336.67
App #12	26,983.01	2,698.30	2,698.30	24,284.71
App #13				
	7,368,446.52	**371,401.42**	**371,401.42**	**6,997,045.10**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7167

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

PO#3250/App12 - 4278

Application No. : 12

Period To: 12/10/2025

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

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		$7,335,355.00
2. Net Change By Change Order		$33,091.30
3. Contract Sum To Date		$7,368,446.30
4. Total Completed and Stored To Date		$7,368,446.30
5. Retainage:		
a. 5.04% of Completed Work	$371,401.38	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$371,401.38
6. Total Earned Less Retainage		$6,997,044.92
7. Less Previous Certificates For Payments		$6,972,760.21
8. Current Payment Due		$24,284.71
9. Balance To Finish, Plus Retainage		$371,401.38

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$33,091.30	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$33,091.30	$0.00
Net Changes By Change Order	**$33,091.30**	

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: _____ Date: 12/10/25

State of: Florida County of: Seminole
Subscribed and sworn to before me this 10th day of December 2025
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
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 $24,284.71

(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:

By: _____ Date: _____

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.

Purchase Order: 3520

KOLTER

PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade
Ordered: 3/7/2025
Revised:

Community: CRE-KL Seminole Woods Owner LLC

Vendor: The Briar Team (BRITEA)
4570 ORANGE BLVD.
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$0.00

Payment Information

Draw **Draw Amounts**

Subtotal: $7,335,335.00
Total Tax: $0.00
Purchase Order Total: $7,335,335.00
Invoiced To Date: $0.00

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.

Project Name & Phase:	Seminole Palms Ph 2 Infr & Ph 3 M G
Community #:	
PO #:	3520
Activity Code:	61060
Resource Description:	
Notes:	

landinvoices@brookfieldkolter.com Lauren Barret Press 11/21/2025

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $ 24,284.71 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 12/25/2025 to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 12/10/25

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 10th day of December, 2025 by Richard Herbach.

Melissa Leigh Harley

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

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.

2004

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 : 12/10/25
To: 12/10/25
Engineer's Project No.:

Invoice # : 7167 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	794.18
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	16,918.10
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	845.89
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	23,070.12
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	1,153.48
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	678.40
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	482.30
	mass excavation phase 2 (cut)	6,768.00	6,768.00	0.00	0.00	6,768.00	100.00%	0.00	338.40
	mass excavation phase 2 (fill)	60,256.35	60,256.35	0.00	0.00	60,256.35	100.00%	0.00	3,012.82
	retention pond phase 2 (cut)	58,926.00	58,926.00	0.00	0.00	58,926.00	100.00%	0.00	2,946.30
	retention pond phase 2 (fill)	770.00	770.00	0.00	0.00	770.00	100.00%	0.00	38.50
	mass excavation phase 3 (cut)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	676.80
	mass excavation phase 3 (fill)	57,150.90	57,150.90	0.00	0.00	57,150.90	100.00%	0.00	2,857.54
	retention pond phase 3 (cut)	712,968.00	712,968.00	0.00	0.00	712,968.00	100.00%	0.00	35,648.40
	retention pond phase 3 (fill)	2,090.00	2,090.00	0.00	0.00	2,090.00	100.00%	0.00	104.50
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	26,003.20
	fine grade lots	30,668.47	30,668.47	0.00	0.00	30,668.47	100.00%	0.00	1,533.42
	sod pond slopes (bahia)	190,575.00	190,575.00	0.00	0.00	190,575.00	100.00%	0.00	9,528.75
	sod open tracts (bahia)	56,133.00	50,519.70	5,613.30	0.00	56,133.00	100.00%	0.00	3,648.64
	seed lots	23,760.00	23,760.00	0.00	0.00	23,760.00	100.00%	0.00	1,188.00
	conservation signs	18,482.32	18,482.32	0.00	0.00	18,482.32	100.00%	0.00	924.11
	SITE WORK Totals	**2,630,993.73**	**2,625,380.43**	**5,613.30**	**0.00**	**2,630,993.73**	**100.00%**	**0.00**	**132,391.85**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	388.11
	manholes 0/6	70,360.84	70,360.84	0.00	0.00	70,360.84	100.00%	0.00	3,518.03
	manholes 6/8	52,661.98	52,661.98	0.00	0.00	52,661.98	100.00%	0.00	2,633.10

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 : 12/10/25
To: 12/10/25
Engineer's Project No.:

Invoice # : 7167 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	manholes 8/10	78,007.68	78,007.68	0.00	0.00	78,007.68	100.00%	0.00	3,900.38
	manholes 10/12	33,644.88	33,644.88	0.00	0.00	33,644.88	100.00%	0.00	1,682.24
	manholes 12/14	25,180.44	25,180.44	0.00	0.00	25,180.44	100.00%	0.00	1,259.02
	manholes 14/16	119,574.09	119,574.09	0.00	0.00	119,574.09	100.00%	0.00	5,978.70
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	1,591.72
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	228.72
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	890.16
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	1,129.39
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	1,239.97
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	715.96
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	343.98
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	201.01
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	335.36
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	872.46
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	719.03
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	2,343.88
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	2,015.63
	single laterals	146,550.38	146,550.38	0.00	0.00	146,550.38	100.00%	0.00	7,327.52
	TV video	71,687.99	71,687.99	0.00	0.00	71,687.99	100.00%	0.00	3,584.40
	air test	25,337.02	25,337.02	0.00	0.00	25,337.02	100.00%	0.00	1,266.85
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	4,324.12
	SANITARY Totals	**969,795.37**	**969,795.37**	**0.00**	**0.00**	**969,795.37**	**100.00%**	**0.00**	**48,489.74**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	724.37
	type "P" manholes 0/6	24,038.65	24,038.65	0.00	0.00	24,038.65	100.00%	0.00	1,201.93
	type "P" manholes 6/8	15,636.75	15,636.75	0.00	0.00	15,636.75	100.00%	0.00	781.83
	type "P" manholes 8/10	6,106.10	6,106.10	0.00	0.00	6,106.10	100.00%	0.00	305.30
	type "J" manholes 0/6	5,914.49	5,914.49	0.00	0.00	5,914.49	100.00%	0.00	295.72
	type "J" manholes 8/10	77,385.12	77,385.12	0.00	0.00	77,385.12	100.00%	0.00	3,869.26
	type "J" manholes 10/12	46,713.25	46,713.25	0.00	0.00	46,713.25	100.00%	0.00	2,335.66

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 : 12/10/25
To: 12/10/25
Engineer's Project No.:

Invoice # : 7167 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	9,134.50	0.00	0.00	9,134.50	100.00%	0.00	456.73
	type "C" inlets 0/6	68,283.36	68,283.36	0.00	0.00	68,283.36	100.00%	0.00	3,414.17
	type "C" inlets 8/10	5,669.73	5,669.73	0.00	0.00	5,669.73	100.00%	0.00	283.49
	type "C" inlet w/ J bottom 0/6	55,502.46	55,502.46	0.00	0.00	55,502.46	100.00%	0.00	2,775.12
	type "C" inlet w/ J bottom 6/8	6,809.35	6,809.35	0.00	0.00	6,809.35	100.00%	0.00	340.47
	type "C" inlet w/ J bottom 8/10	16,028.82	16,028.82	0.00	0.00	16,028.82	100.00%	0.00	801.44
	type "C" inlet w/ J bottom 10/12	16,305.14	16,305.14	0.00	0.00	16,305.14	100.00%	0.00	815.26
	type "D" inlets 0/6	15,468.96	15,468.96	0.00	0.00	15,468.96	100.00%	0.00	773.45
	type "D" inlets 6/8	12,358.16	12,358.16	0.00	0.00	12,358.16	100.00%	0.00	617.91
	type "D" inlet w/ J bottom 0/6	6,856.62	6,856.62	0.00	0.00	6,856.62	100.00%	0.00	342.83
	type "E" control structures	11,574.58	11,574.58	0.00	0.00	11,574.58	100.00%	0.00	578.73
	type "H" control structures	17,414.92	17,414.92	0.00	0.00	17,414.92	100.00%	0.00	870.74
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	2,081.61
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	684.80
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	539.32
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	1,799.92
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	462.30
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	2,589.83
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	1,273.62
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	753.15
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	1,562.56
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	2,707.59
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	1,164.77
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	4,048.80
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	703.76
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	1,604.56
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	7,292.25
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	2,840.70
	24" MES	2,485.60	2,485.60	0.00	0.00	2,485.60	100.00%	0.00	124.28
	30" MES	18,142.16	18,142.16	0.00	0.00	18,142.16	100.00%	0.00	907.11
	36" MES	11,260.72	11,260.72	0.00	0.00	11,260.72	100.00%	0.00	563.04
	48" MES	31,603.32	31,603.32	0.00	0.00	31,603.32	100.00%	0.00	1,580.16
	cleaning & inspection	72,044.49	72,044.49	0.00	0.00	72,044.49	100.00%	0.00	3,602.22
	dewatering	83,890.08	83,890.08	0.00	0.00	83,890.08	100.00%	0.00	4,194.50

CONTINUATION SHEET

Application and Certification for Payment, containing
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Application No. : 12
Application Date : 12/10/25
To: 12/10/25
Engineer's Project No.:

Invoice # : 7167 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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	%	Balance To Finish	Retainage
			From Previous Application (D+E)	This Period In Place	(Not In D or E)	(D+E+F)	(G / C)	(C-G)	
	STORM Totals	**1,293,305.14**	**1,293,305.14**	**0.00**	**0.00**	**1,293,305.14**	**100.00%**	**0.00**	**64,665.26**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	277.13
	8" PVC (DR-18)	170,720.06	170,720.06	0.00	0.00	170,720.06	100.00%	0.00	8,536.00
	6" PVC (DR-18)	35,139.62	35,139.62	0.00	0.00	35,139.62	100.00%	0.00	1,756.98
	fire hydrant assembly	103,392.84	103,392.84	0.00	0.00	103,392.84	100.00%	0.00	5,169.64
	jumper assembly	6,348.51	6,348.51	0.00	0.00	6,348.51	100.00%	0.00	317.43
	2" B/O assembly	4,969.51	4,969.51	0.00	0.00	4,969.51	100.00%	0.00	248.47
	single services	95,493.84	95,493.84	0.00	0.00	95,493.84	100.00%	0.00	4,774.69
	valves and fittings	124,342.29	124,342.29	0.00	0.00	124,342.29	100.00%	0.00	6,217.11
	testing and chlorination	15,508.30	15,508.30	0.00	0.00	15,508.30	100.00%	0.00	775.41
	WATER Totals	**561,457.53**	**561,457.53**	**0.00**	**0.00**	**561,457.53**	**100.00%**	**0.00**	**28,072.86**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	277.13
	6" PVC (DR-18)	64,083.20	64,083.20	0.00	0.00	64,083.20	100.00%	0.00	3,204.16
	4" PVC (DR-18)	50,754.45	50,754.45	0.00	0.00	50,754.45	100.00%	0.00	2,537.72
	2" B/O assembly	9,939.00	9,939.00	0.00	0.00	9,939.00	100.00%	0.00	496.95
	1-1/2" reuse service	1,634.19	1,634.19	0.00	0.00	1,634.19	100.00%	0.00	81.71
	2" reuse service	1,890.41	1,890.41	0.00	0.00	1,890.41	100.00%	0.00	94.52
	single services	93,981.27	93,981.27	0.00	0.00	93,981.27	100.00%	0.00	4,699.06
	air release valve & meter box	226,109.88	226,109.88	0.00	0.00	226,109.88	100.00%	0.00	11,305.49
	valves and fittings	77,806.02	77,806.02	0.00	0.00	77,806.02	100.00%	0.00	3,890.30
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	627.39
	REUSE Totals	**544,288.83**	**544,288.83**	**0.00**	**0.00**	**544,288.83**	**100.00%**	**0.00**	**27,214.43**

CONTINUATION SHEET

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Application No. : 12
Application Date : 12/10/25
To: 12/10/25
Engineer's Project No.:

Invoice # : 7167 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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	%	Balance To Finish	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)	(G / C)	(C-G)	
	F. 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	134,480.00	134,480.00	0.00	0.00	134,480.00	100.00%	0.00	6,724.00
	8" limerock	404,595.00	404,595.00	0.00	0.00	404,595.00	100.00%	0.00	20,229.75
	1.5"" SP-9.5 asphalt	251,505.00	251,505.00	0.00	0.00	251,505.00	100.00%	0.00	12,575.25
	2' miami curb	196,245.00	196,245.00	0.00	0.00	196,245.00	100.00%	0.00	9,812.25
	5' sidewalk	34,155.00	34,155.00	0.00	0.00	34,155.00	100.00%	0.00	1,707.75
	5' handicap ramps w/truncated domes	22,709.44	22,709.44	0.00	0.00	22,709.44	100.00%	0.00	1,135.47
	fine grade R/W	20,303.00	20,303.00	0.00	0.00	20,303.00	100.00%	0.00	1,015.15
	sod between curb & sidewalk	4,158.00	4,158.00	0.00	0.00	4,158.00	100.00%	0.00	207.90
	sod curb line (2' wide)	16,170.00	16,170.00	0.00	0.00	16,170.00	100.00%	0.00	808.50
	seed R/W	4,686.00	4,686.00	0.00	0.00	4,686.00	100.00%	0.00	234.30
	striping and signage	25,120.84	25,120.84	0.00	0.00	25,120.84	100.00%	0.00	1,256.04
	ON SITE PAVING Totals	**1,114,127.28**	**1,114,127.28**	**0.00**	**0.00**	**1,114,127.28**	**100.00%**	**0.00**	**55,706.36**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	54,039.39	6,004.38	0.00	60,043.77	100.00%	0.00	3,602.64
	mot/traffic control	7,690.05	7,690.05	0.00	0.00	7,690.05	100.00%	0.00	384.50
	mobilization	67,778.31	61,000.48	6,777.83	0.00	67,778.31	100.00%	0.00	4,066.68
	certified "as-builts"	85,874.99	77,287.49	8,587.50	0.00	85,874.99	100.00%	0.00	5,152.50
	ADMINISTRATION Totals	**221,387.12**	**200,017.41**	**21,369.71**	**0.00**	**221,387.12**	**100.00%**	**0.00**	**13,206.32**
	H. CHANGE ORDERS								
	Change Order #1	27,449.42	27,449.42	0.00	0.00	27,449.42	100.00%	0.00	1,372.47
	Change Order #2	5,641.88	5,641.88	0.00	0.00	5,641.88	100.00%	0.00	282.09
	CHANGE ORDERS Totals	**33,091.30**	**33,091.30**	**0.00**	**0.00**	**33,091.30**	**100.00%**	**0.00**	**1,654.56**

CONTINUATION SHEET

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Application Date : 12/10/25
To: 12/10/25
Engineer's Project No.:

Invoice # : 7167 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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	%	Balance To Finish	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)	(G / C)	(C-G)	
	I. 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
		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**
	Grand Totals	**7,368,446.30**	**7,341,463.29**	**26,983.01**	**0.00**	**7,368,446.30**	**100.00%**	**0.00**	**371,401.38**

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**The Briar Team LLC**
Vendor Code	**BRITEA**
Invoice #	**3520/APP13RET**
Invoice Date	**12/10/2025**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278	RETENTION RELEASE	$ -	$ (371,401.38)	$ 371,401.38
	Total This Draw	**$ -**	**$ (371,401.38)**	**$ 371,401.38**

PAY THIS AMOUNT

Prepared by: Nina Gould **Date:** 01/21/26

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.92	146,281.92	1,316,537.32
App #5	1,199,462.32	119,946.23	119,946.23	1,079,516.09
App #6	1,432,812.97	143,281.30	143,281.30	1,289,531.67
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8	1,028,630.60	102,863.06	102,863.06	925,767.54
App #9	412,050.69	41,205.07	41,205.07	370,845.62
App #10	-	(365,443.35)	(365,443.35)	365,443.35
App #11	32,596.30	3,259.63	3,259.63	29,336.67
App #12	26,983.01	2,698.30	2,698.30	24,284.71
App #13	-	(371,401.38)	(371,401.38)	371,401.38
	7,368,446.52	**(0.08)**	**(0.08)**	**7,368,446.60**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7168

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)
FINAL RETAINAGE

PO#3520/App13 - 4278

Application No. : 13

Period To: 12/10/2025

Distribution to :
- Owner
- Engineer
- Contractor

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		$7,335,355.00
2. Net Change By Change Order		$33,091.30
3. Contract Sum To Date		$7,368,446.30
4. Total Completed and Stored To Date		$7,368,446.30
5. Retainage:		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$7,368,446.30
7. Less Previous Certificates For Payments		$6,997,044.92
8. Current Payment Due		$371,401.38
9. Balance To Finish, Plus Retainage		$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$33,091.30	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$33,091.30	$0.00
Net Changes By Change Order	**$33,091.30**	

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: _____ Date: 12/10/25

State of: Florida County of: Seminole
Subscribed and sworn to before me this 10th day of December 2025
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
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 $371,401.38

(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:

By: _____ Date: _____

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.

Purchase Order: 3520

KOLTER

PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade
Ordered: 3/7/2025
Revised:

Community: CRE-KL Seminole Woods Owner LLC

Vendor: The Briar Team (BRITEA)
4570 ORANGE BLVD.
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$0.00

Payment Information

Draw **Draw Amounts**

Subtotal: $7,335,335.00
Total Tax: $0.00
Purchase Order Total: $7,335,335.00
Invoiced To Date: $0.00

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.

Project Name & Phase:	Seminole Palms Ph 2 Infr & Ph 3 M G
Community #:	
PO #:	3520
Activity Code:	61060
Resource Description:	
Notes:	

landinvoices@brookfieldkolter.com Lauren Barret Press 11/21/2025

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of $ 371,401.38 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 12/10/25

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 [X] physical presence or [ ] online notarization, this 10th day of December, 2025 by Richard Herbach.

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

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.

2004

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. : 13
Application Date : 12/10/25
To: 12/10/25
Engineer's Project No.:

Invoice # : 7168 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	0.00
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	0.00
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	0.00
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	0.00
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	0.00
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	0.00
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	0.00
	mass excavation phase 2 (cut)	6,768.00	6,768.00	0.00	0.00	6,768.00	100.00%	0.00	0.00
	mass excavation phase 2 (fill)	60,256.35	60,256.35	0.00	0.00	60,256.35	100.00%	0.00	0.00
	retention pond phase 2 (cut)	58,926.00	58,926.00	0.00	0.00	58,926.00	100.00%	0.00	0.00
	retention pond phase 2 (fill)	770.00	770.00	0.00	0.00	770.00	100.00%	0.00	0.00
	mass excavation phase 3 (cut)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	0.00
	mass excavation phase 3 (fill)	57,150.90	57,150.90	0.00	0.00	57,150.90	100.00%	0.00	0.00
	retention pond phase 3 (cut)	712,968.00	712,968.00	0.00	0.00	712,968.00	100.00%	0.00	0.00
	retention pond phase 3 (fill)	2,090.00	2,090.00	0.00	0.00	2,090.00	100.00%	0.00	0.00
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	0.00
	fine grade lots	30,668.47	30,668.47	0.00	0.00	30,668.47	100.00%	0.00	0.00
	sod pond slopes (bahia)	190,575.00	190,575.00	0.00	0.00	190,575.00	100.00%	0.00	0.00
	sod open tracts (bahia)	56,133.00	56,133.00	0.00	0.00	56,133.00	100.00%	0.00	0.00
	seed lots	23,760.00	23,760.00	0.00	0.00	23,760.00	100.00%	0.00	0.00
	conservation signs	18,482.32	18,482.32	0.00	0.00	18,482.32	100.00%	0.00	0.00
	SITE WORK Totals	**2,630,993.73**	**2,630,993.73**	**0.00**	**0.00**	**2,630,993.73**	**100.00%**	**0.00**	**0.00**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	0.00
	manholes 0/6	70,360.84	70,360.84	0.00	0.00	70,360.84	100.00%	0.00	0.00
	manholes 6/8	52,661.98	52,661.98	0.00	0.00	52,661.98	100.00%	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.
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Application No. : 13
Application Date : 12/10/25
To: 12/10/25
Engineer's Project No.:

Invoice # : 7168 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	manholes 8/10	78,007.68	78,007.68	0.00	0.00	78,007.68	100.00%	0.00	0.00
	manholes 10/12	33,644.88	33,644.88	0.00	0.00	33,644.88	100.00%	0.00	0.00
	manholes 12/14	25,180.44	25,180.44	0.00	0.00	25,180.44	100.00%	0.00	0.00
	manholes 14/16	119,574.09	119,574.09	0.00	0.00	119,574.09	100.00%	0.00	0.00
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	0.00
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	0.00
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	0.00
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	0.00
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	0.00
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	0.00
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	0.00
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	0.00
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	0.00
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	0.00
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	0.00
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	0.00
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	0.00
	single laterals	146,550.38	146,550.38	0.00	0.00	146,550.38	100.00%	0.00	0.00
	TV video	71,687.99	71,687.99	0.00	0.00	71,687.99	100.00%	0.00	0.00
	air test	25,337.02	25,337.02	0.00	0.00	25,337.02	100.00%	0.00	0.00
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	0.00
	SANITARY Totals	**969,795.37**	**969,795.37**	**0.00**	**0.00**	**969,795.37**	**100.00%**	**0.00**	**0.00**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	0.00
	type "P" manholes 0/6	24,038.65	24,038.65	0.00	0.00	24,038.65	100.00%	0.00	0.00
	type "P" manholes 6/8	15,636.75	15,636.75	0.00	0.00	15,636.75	100.00%	0.00	0.00
	type "P" manholes 8/10	6,106.10	6,106.10	0.00	0.00	6,106.10	100.00%	0.00	0.00
	type "J" manholes 0/6	5,914.49	5,914.49	0.00	0.00	5,914.49	100.00%	0.00	0.00
	type "J" manholes 8/10	77,385.12	77,385.12	0.00	0.00	77,385.12	100.00%	0.00	0.00
	type "J" manholes 10/12	46,713.25	46,713.25	0.00	0.00	46,713.25	100.00%	0.00	0.00

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To: 12/10/25
Engineer's Project No.:

Invoice # : 7168 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	9,134.50	0.00	0.00	9,134.50	100.00%	0.00	0.00
	type "C" inlets 0/6	68,283.36	68,283.36	0.00	0.00	68,283.36	100.00%	0.00	0.00
	type "C" inlets 8/10	5,669.73	5,669.73	0.00	0.00	5,669.73	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 0/6	55,502.46	55,502.46	0.00	0.00	55,502.46	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 6/8	6,809.35	6,809.35	0.00	0.00	6,809.35	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 8/10	16,028.82	16,028.82	0.00	0.00	16,028.82	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 10/12	16,305.14	16,305.14	0.00	0.00	16,305.14	100.00%	0.00	0.00
	type "D" inlets 0/6	15,468.96	15,468.96	0.00	0.00	15,468.96	100.00%	0.00	0.00
	type "D" inlets 6/8	12,358.16	12,358.16	0.00	0.00	12,358.16	100.00%	0.00	0.00
	type "D" inlet w/ J bottom 0/6	6,856.62	6,856.62	0.00	0.00	6,856.62	100.00%	0.00	0.00
	type "E" control structures	11,574.58	11,574.58	0.00	0.00	11,574.58	100.00%	0.00	0.00
	type "H" control structures	17,414.92	17,414.92	0.00	0.00	17,414.92	100.00%	0.00	0.00
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	0.00
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	0.00
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	0.00
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	0.00
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	0.00
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	0.00
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	0.00
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	0.00
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	0.00
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	0.00
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	0.00
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	0.00
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	0.00
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	0.00
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	0.00
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	0.00
	24" MES	2,485.60	2,485.60	0.00	0.00	2,485.60	100.00%	0.00	0.00
	30" MES	18,142.16	18,142.16	0.00	0.00	18,142.16	100.00%	0.00	0.00
	36" MES	11,260.72	11,260.72	0.00	0.00	11,260.72	100.00%	0.00	0.00
	48" MES	31,603.32	31,603.32	0.00	0.00	31,603.32	100.00%	0.00	0.00
	cleaning & inspection	72,044.49	72,044.49	0.00	0.00	72,044.49	100.00%	0.00	0.00
	dewatering	83,890.08	83,890.08	0.00	0.00	83,890.08	100.00%	0.00	0.00

CONTINUATION SHEET

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Engineer's Project No.:

Invoice # : 7168 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	STORM Totals	**1,293,305.14**	**1,293,305.14**	**0.00**	**0.00**	**1,293,305.14**	**100.00%**	**0.00**	**0.00**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	0.00
	8" PVC (DR-18)	170,720.06	170,720.06	0.00	0.00	170,720.06	100.00%	0.00	0.00
	6" PVC (DR-18)	35,139.62	35,139.62	0.00	0.00	35,139.62	100.00%	0.00	0.00
	fire hydrant assembly	103,392.84	103,392.84	0.00	0.00	103,392.84	100.00%	0.00	0.00
	jumper assembly	6,348.51	6,348.51	0.00	0.00	6,348.51	100.00%	0.00	0.00
	2" B/O assembly	4,969.51	4,969.51	0.00	0.00	4,969.51	100.00%	0.00	0.00
	single services	95,493.84	95,493.84	0.00	0.00	95,493.84	100.00%	0.00	0.00
	valves and fittings	124,342.29	124,342.29	0.00	0.00	124,342.29	100.00%	0.00	0.00
	testing and chlorination	15,508.30	15,508.30	0.00	0.00	15,508.30	100.00%	0.00	0.00
	WATER Totals	**561,457.53**	**561,457.53**	**0.00**	**0.00**	**561,457.53**	**100.00%**	**0.00**	**0.00**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	0.00
	6" PVC (DR-18)	64,083.20	64,083.20	0.00	0.00	64,083.20	100.00%	0.00	0.00
	4" PVC (DR-18)	50,754.45	50,754.45	0.00	0.00	50,754.45	100.00%	0.00	0.00
	2" B/O assembly	9,939.00	9,939.00	0.00	0.00	9,939.00	100.00%	0.00	0.00
	1-1/2" reuse service	1,634.19	1,634.19	0.00	0.00	1,634.19	100.00%	0.00	0.00
	2" reuse service	1,890.41	1,890.41	0.00	0.00	1,890.41	100.00%	0.00	0.00
	single services	93,981.27	93,981.27	0.00	0.00	93,981.27	100.00%	0.00	0.00
	air release valve & meter box	226,109.88	226,109.88	0.00	0.00	226,109.88	100.00%	0.00	0.00
	valves and fittings	77,806.02	77,806.02	0.00	0.00	77,806.02	100.00%	0.00	0.00
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	0.00
	REUSE Totals	**544,288.83**	**544,288.83**	**0.00**	**0.00**	**544,288.83**	**100.00%**	**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. : 13
Application Date : 12/10/25
To: 12/10/25
Engineer's Project No.:

Invoice # : 7168 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	F. 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	134,480.00	134,480.00	0.00	0.00	134,480.00	100.00%	0.00	0.00
	8" limerock	404,595.00	404,595.00	0.00	0.00	404,595.00	100.00%	0.00	0.00
	1.5"" SP-9.5 asphalt	251,505.00	251,505.00	0.00	0.00	251,505.00	100.00%	0.00	0.00
	2' miami curb	196,245.00	196,245.00	0.00	0.00	196,245.00	100.00%	0.00	0.00
	5' sidewalk	34,155.00	34,155.00	0.00	0.00	34,155.00	100.00%	0.00	0.00
	5' handicap ramps w/truncated domes	22,709.44	22,709.44	0.00	0.00	22,709.44	100.00%	0.00	0.00
	fine grade R/W	20,303.00	20,303.00	0.00	0.00	20,303.00	100.00%	0.00	0.00
	sod between curb & sidewalk	4,158.00	4,158.00	0.00	0.00	4,158.00	100.00%	0.00	0.00
	sod curb line (2' wide)	16,170.00	16,170.00	0.00	0.00	16,170.00	100.00%	0.00	0.00
	seed R/W	4,686.00	4,686.00	0.00	0.00	4,686.00	100.00%	0.00	0.00
	striping and signage	25,120.84	25,120.84	0.00	0.00	25,120.84	100.00%	0.00	0.00
	ON SITE PAVING Totals	**1,114,127.28**	**1,114,127.28**	**0.00**	**0.00**	**1,114,127.28**	**100.00%**	**0.00**	**0.00**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	60,043.77	0.00	0.00	60,043.77	100.00%	0.00	0.00
	mot/traffic control	7,690.05	7,690.05	0.00	0.00	7,690.05	100.00%	0.00	0.00
	mobilization	67,778.31	67,778.31	0.00	0.00	67,778.31	100.00%	0.00	0.00
	certified "as-builts"	85,874.99	85,874.99	0.00	0.00	85,874.99	100.00%	0.00	0.00
	ADMINISTRATION Totals	**221,387.12**	**221,387.12**	**0.00**	**0.00**	**221,387.12**	**100.00%**	**0.00**	**0.00**
	H. CHANGE ORDERS								
	Change Order #1	27,449.42	27,449.42	0.00	0.00	27,449.42	100.00%	0.00	0.00
	Change Order #2	5,641.88	5,641.88	0.00	0.00	5,641.88	100.00%	0.00	0.00
	CHANGE ORDERS Totals	**33,091.30**	**33,091.30**	**0.00**	**0.00**	**33,091.30**	**100.00%**	**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. : 13
Application Date : 12/10/25
To: 12/10/25
Engineer's Project No.:

Invoice # : 7168 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	I. 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
		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**
	Grand Totals	**7,368,446.30**	**7,368,446.30**	**0.00**	**0.00**	**7,368,446.30**	**100.00%**	**0.00**	**0.00**

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**The Briar Team LLC**
Vendor Code	**BRITEA**
Invoice #	**3520/APP14**
Invoice Date	**1/31/2026**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278		$ 137,750.51	$ 13,775.06	$ 123,975.45
	Total This Draw	**$ 137,750.51**	**$ 13,775.06**	**$ 123,975.45**

PAY THIS AMOUNT

Prepared by: Alexandra Linares **Date:** 03/03/26

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.92	146,281.92	1,316,537.32
App #5	1,199,462.32	119,946.23	119,946.23	1,079,516.09
App #6	1,432,812.97	143,281.30	143,281.30	1,289,531.67
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8	1,028,630.60	102,863.06	102,863.06	925,767.54
App #9	412,050.69	41,205.07	41,205.07	370,845.62
App #10	-	(365,443.35)	(365,443.35)	365,443.35
App #11	32,596.30	3,259.63	3,259.63	29,336.67
App #12	26,983.01	2,698.30	2,698.30	24,284.71
App #13	-	(371,401.38)	(371,401.38)	371,401.38
App #13a		0.54	0.54	(0.54)
App #14	137,750.51	13,775.06	13,775.06	123,975.45
App #15			-	-
App #16			-	-
App #17			-	-
App #18			-	-
	7,506,197.03	**13,775.52**	**13,775.52**	**7,492,421.51**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7229

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

Application No. : 14

Period To: 1/31/2026

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

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		$7,335,355.00
2. Net Change By Change Order		$170,841.81
3. Contract Sum To Date		$7,506,196.81
4. Total Completed and Stored To Date		$7,506,196.81
5. Retainage:		
a. 0.18% of Completed Work	$13,775.06	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$13,775.06
6. Total Earned Less Retainage		$7,492,421.75
7. Less Previous Certificates For Payments		$7,368,446.30
8. Current Payment Due		$123,975.45
9. Balance To Finish, Plus Retainage		$13,775.06

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$33,091.30	$0.00
Total Approved this Month	$137,750.51	$0.00
TOTALS	$170,841.81	$0.00
Net Changes By Change Order	**$170,841.81**	

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

CONTRACTOR: THE BRIAR TEAM LLC

By: _____ Date: 1/26/26

State of: Florida County of: Seminole
Subscribed and sworn to before me this 26th day of January 2026
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
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 $123,975.45

(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:

By: _____ Date: _____

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.

Purchase Order: 3520

KOLTER

PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade
Ordered: 3/7/2025
Revised:

Community: CRE-KL Seminole Woods Owner LLC

Vendor: The Briar Team (BRITEA)
4570 ORANGE BLVD.
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$0.00

Payment Information

Draw **Draw Amounts**

Subtotal: $7,335,335.00
Total Tax: $0.00
Purchase Order Total: $7,335,335.00
Invoiced To Date: $0.00

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.

Project Name & Phase:	Seminole Palms Ph 2 Infr & Ph 3 M G
Community #:	
PO #:	3520
Activity Code:	61060
Resource Description:	
Notes:	

landinvoices@brookfieldkolter.com Lauren Barret Press 11/21/2025

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $ 123,975.45 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 1/25/2026 to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 1/26/26

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 26th day of January, 2026 by Richard Herbach.

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

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.

2004

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. : 14
Application Date : 01/26/26
To: 01/31/26
Engineer's Project No.:

Invoice # : 7229 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	0.00
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	0.00
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	0.00
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	0.00
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	0.00
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	0.00
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	0.00
	mass excavation phase 2 (cut)	6,768.00	6,768.00	0.00	0.00	6,768.00	100.00%	0.00	0.00
	mass excavation phase 2 (fill)	60,256.35	60,256.35	0.00	0.00	60,256.35	100.00%	0.00	0.00
	retention pond phase 2 (cut)	58,926.00	58,926.00	0.00	0.00	58,926.00	100.00%	0.00	0.00
	retention pond phase 2 (fill)	770.00	770.00	0.00	0.00	770.00	100.00%	0.00	0.00
	mass excavation phase 3 (cut)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	0.00
	mass excavation phase 3 (fill)	57,150.90	57,150.90	0.00	0.00	57,150.90	100.00%	0.00	0.00
	retention pond phase 3 (cut)	712,968.00	712,968.00	0.00	0.00	712,968.00	100.00%	0.00	0.00
	retention pond phase 3 (fill)	2,090.00	2,090.00	0.00	0.00	2,090.00	100.00%	0.00	0.00
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	0.00
	fine grade lots	30,668.47	30,668.47	0.00	0.00	30,668.47	100.00%	0.00	0.00
	sod pond slopes (bahia)	190,575.00	190,575.00	0.00	0.00	190,575.00	100.00%	0.00	0.00
	sod open tracts (bahia)	56,133.00	56,133.00	0.00	0.00	56,133.00	100.00%	0.00	0.00
	seed lots	23,760.00	23,760.00	0.00	0.00	23,760.00	100.00%	0.00	0.00
	conservation signs	18,482.32	18,482.32	0.00	0.00	18,482.32	100.00%	0.00	0.00
	SITE WORK Totals	**2,630,993.73**	**2,630,993.73**	**0.00**	**0.00**	**2,630,993.73**	**100.00%**	**0.00**	**0.00**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	0.00
	manholes 0/6	70,360.84	70,360.84	0.00	0.00	70,360.84	100.00%	0.00	0.00
	manholes 6/8	52,661.98	52,661.98	0.00	0.00	52,661.98	100.00%	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. : 14
Application Date : 01/26/26
To: 01/31/26
Engineer's Project No.:

Invoice # : 7229 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	manholes 8/10	78,007.68	78,007.68	0.00	0.00	78,007.68	100.00%	0.00	0.00
	manholes 10/12	33,644.88	33,644.88	0.00	0.00	33,644.88	100.00%	0.00	0.00
	manholes 12/14	25,180.44	25,180.44	0.00	0.00	25,180.44	100.00%	0.00	0.00
	manholes 14/16	119,574.09	119,574.09	0.00	0.00	119,574.09	100.00%	0.00	0.00
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	0.00
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	0.00
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	0.00
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	0.00
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	0.00
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	0.00
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	0.00
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	0.00
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	0.00
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	0.00
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	0.00
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	0.00
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	0.00
	single laterals	146,550.38	146,550.38	0.00	0.00	146,550.38	100.00%	0.00	0.00
	TV video	71,687.99	71,687.99	0.00	0.00	71,687.99	100.00%	0.00	0.00
	air test	25,337.02	25,337.02	0.00	0.00	25,337.02	100.00%	0.00	0.00
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	0.00
	SANITARY Totals	**969,795.37**	**969,795.37**	**0.00**	**0.00**	**969,795.37**	**100.00%**	**0.00**	**0.00**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	0.00
	type "P" manholes 0/6	24,038.65	24,038.65	0.00	0.00	24,038.65	100.00%	0.00	0.00
	type "P" manholes 6/8	15,636.75	15,636.75	0.00	0.00	15,636.75	100.00%	0.00	0.00
	type "P" manholes 8/10	6,106.10	6,106.10	0.00	0.00	6,106.10	100.00%	0.00	0.00
	type "J" manholes 0/6	5,914.49	5,914.49	0.00	0.00	5,914.49	100.00%	0.00	0.00
	type "J" manholes 8/10	77,385.12	77,385.12	0.00	0.00	77,385.12	100.00%	0.00	0.00
	type "J" manholes 10/12	46,713.25	46,713.25	0.00	0.00	46,713.25	100.00%	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. : 14
Application Date : 01/26/26
To: 01/31/26
Engineer's Project No.:

Invoice # : 7229 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	9,134.50	0.00	0.00	9,134.50	100.00%	0.00	0.00
	type "C" inlets 0/6	68,283.36	68,283.36	0.00	0.00	68,283.36	100.00%	0.00	0.00
	type "C" inlets 8/10	5,669.73	5,669.73	0.00	0.00	5,669.73	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 0/6	55,502.46	55,502.46	0.00	0.00	55,502.46	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 6/8	6,809.35	6,809.35	0.00	0.00	6,809.35	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 8/10	16,028.82	16,028.82	0.00	0.00	16,028.82	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 10/12	16,305.14	16,305.14	0.00	0.00	16,305.14	100.00%	0.00	0.00
	type "D" inlets 0/6	15,468.96	15,468.96	0.00	0.00	15,468.96	100.00%	0.00	0.00
	type "D" inlets 6/8	12,358.16	12,358.16	0.00	0.00	12,358.16	100.00%	0.00	0.00
	type "D" inlet w/ J bottom 0/6	6,856.62	6,856.62	0.00	0.00	6,856.62	100.00%	0.00	0.00
	type "E" control structures	11,574.58	11,574.58	0.00	0.00	11,574.58	100.00%	0.00	0.00
	type "H" control structures	17,414.92	17,414.92	0.00	0.00	17,414.92	100.00%	0.00	0.00
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	0.00
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	0.00
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	0.00
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	0.00
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	0.00
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	0.00
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	0.00
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	0.00
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	0.00
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	0.00
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	0.00
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	0.00
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	0.00
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	0.00
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	0.00
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	0.00
	24" MES	2,485.60	2,485.60	0.00	0.00	2,485.60	100.00%	0.00	0.00
	30" MES	18,142.16	18,142.16	0.00	0.00	18,142.16	100.00%	0.00	0.00
	36" MES	11,260.72	11,260.72	0.00	0.00	11,260.72	100.00%	0.00	0.00
	48" MES	31,603.32	31,603.32	0.00	0.00	31,603.32	100.00%	0.00	0.00
	cleaning & inspection	72,044.49	72,044.49	0.00	0.00	72,044.49	100.00%	0.00	0.00
	dewatering	83,890.08	83,890.08	0.00	0.00	83,890.08	100.00%	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. : 14
Application Date : 01/26/26
To: 01/31/26
Engineer's Project No.:

Invoice # : 7229 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	STORM Totals	**1,293,305.14**	**1,293,305.14**	**0.00**	**0.00**	**1,293,305.14**	**100.00%**	**0.00**	**0.00**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	0.00
	8" PVC (DR-18)	170,720.06	170,720.06	0.00	0.00	170,720.06	100.00%	0.00	0.00
	6" PVC (DR-18)	35,139.62	35,139.62	0.00	0.00	35,139.62	100.00%	0.00	0.00
	fire hydrant assembly	103,392.84	103,392.84	0.00	0.00	103,392.84	100.00%	0.00	0.00
	jumper assembly	6,348.51	6,348.51	0.00	0.00	6,348.51	100.00%	0.00	0.00
	2" B/O assembly	4,969.51	4,969.51	0.00	0.00	4,969.51	100.00%	0.00	0.00
	single services	95,493.84	95,493.84	0.00	0.00	95,493.84	100.00%	0.00	0.00
	valves and fittings	124,342.29	124,342.29	0.00	0.00	124,342.29	100.00%	0.00	0.00
	testing and chlorination	15,508.30	15,508.30	0.00	0.00	15,508.30	100.00%	0.00	0.00
	WATER Totals	**561,457.53**	**561,457.53**	**0.00**	**0.00**	**561,457.53**	**100.00%**	**0.00**	**0.00**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	0.00
	6" PVC (DR-18)	64,083.20	64,083.20	0.00	0.00	64,083.20	100.00%	0.00	0.00
	4" PVC (DR-18)	50,754.45	50,754.45	0.00	0.00	50,754.45	100.00%	0.00	0.00
	2" B/O assembly	9,939.00	9,939.00	0.00	0.00	9,939.00	100.00%	0.00	0.00
	1-1/2" reuse service	1,634.19	1,634.19	0.00	0.00	1,634.19	100.00%	0.00	0.00
	2" reuse service	1,890.41	1,890.41	0.00	0.00	1,890.41	100.00%	0.00	0.00
	single services	93,981.27	93,981.27	0.00	0.00	93,981.27	100.00%	0.00	0.00
	air release valve & meter box	226,109.88	226,109.88	0.00	0.00	226,109.88	100.00%	0.00	0.00
	valves and fittings	77,806.02	77,806.02	0.00	0.00	77,806.02	100.00%	0.00	0.00
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	0.00
	REUSE Totals	**544,288.83**	**544,288.83**	**0.00**	**0.00**	**544,288.83**	**100.00%**	**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. : 14
Application Date : 01/26/26
To: 01/31/26
Engineer's Project No.:

Invoice # : 7229 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	F. 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	134,480.00	134,480.00	0.00	0.00	134,480.00	100.00%	0.00	0.00
	8" limerock	404,595.00	404,595.00	0.00	0.00	404,595.00	100.00%	0.00	0.00
	1.5"" SP-9.5 asphalt	251,505.00	251,505.00	0.00	0.00	251,505.00	100.00%	0.00	0.00
	2' miami curb	196,245.00	196,245.00	0.00	0.00	196,245.00	100.00%	0.00	0.00
	5' sidewalk	34,155.00	34,155.00	0.00	0.00	34,155.00	100.00%	0.00	0.00
	5' handicap ramps w/truncated domes	22,709.44	22,709.44	0.00	0.00	22,709.44	100.00%	0.00	0.00
	fine grade R/W	20,303.00	20,303.00	0.00	0.00	20,303.00	100.00%	0.00	0.00
	sod between curb & sidewalk	4,158.00	4,158.00	0.00	0.00	4,158.00	100.00%	0.00	0.00
	sod curb line (2' wide)	16,170.00	16,170.00	0.00	0.00	16,170.00	100.00%	0.00	0.00
	seed R/W	4,686.00	4,686.00	0.00	0.00	4,686.00	100.00%	0.00	0.00
	striping and signage	25,120.84	25,120.84	0.00	0.00	25,120.84	100.00%	0.00	0.00
	ON SITE PAVING Totals	**1,114,127.28**	**1,114,127.28**	**0.00**	**0.00**	**1,114,127.28**	**100.00%**	**0.00**	**0.00**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	60,043.77	0.00	0.00	60,043.77	100.00%	0.00	0.00
	mot/traffic control	7,690.05	7,690.05	0.00	0.00	7,690.05	100.00%	0.00	0.00
	mobilization	67,778.31	67,778.31	0.00	0.00	67,778.31	100.00%	0.00	0.00
	certified "as-builts"	85,874.99	85,874.99	0.00	0.00	85,874.99	100.00%	0.00	0.00
	ADMINISTRATION Totals	**221,387.12**	**221,387.12**	**0.00**	**0.00**	**221,387.12**	**100.00%**	**0.00**	**0.00**
	H. CHANGE ORDERS								
	Change Order #1	27,449.42	27,449.42	0.00	0.00	27,449.42	100.00%	0.00	0.00
	Change Order #2	5,641.88	5,641.88	0.00	0.00	5,641.88	100.00%	0.00	0.00
	Change Order #3	25,470.66	0.00	25,470.66	0.00	25,470.66	100.00%	0.00	2,547.07
	Change Order #5	112,279.85	0.00	112,279.85	0.00	112,279.85	100.00%	0.00	11,227.99

CONTINUATION SHEET

Application and Certification for Payment, containing
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Application No. : 14
Application Date : 01/26/26
To: 01/31/26
Engineer's Project No.:

Invoice # : 7229 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	CHANGE ORDERS Totals	**170,841.81**	**33,091.30**	**137,750.51**	**0.00**	**170,841.81**	**100.00%**	**0.00**	**13,775.06**
	I. 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
		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**
	Grand Totals	**7,506,196.81**	**7,368,446.30**	**137,750.51**	**0.00**	**7,506,196.81**	**100.00%**	**0.00**	**13,775.06**

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**The Briar Team LLC**
Vendor Code	**BRITEA**
Invoice #	**3520/APP15RET**
Invoice Date	**1/31/2026**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278	RETENTION RELEASE		$ (13,775.06)	$ 13,775.06
	Total This Drav	**$ -**	**$ (13,775.06)**	**$ 13,775.06**

PAY THIS AMOUNT

Prepared by: Alexandra Linares **Date:** 03/03/26

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.92	146,281.92	1,316,537.32
App #5	1,199,462.32	119,946.23	119,946.23	1,079,516.09
App #6	1,432,812.97	143,281.30	143,281.30	1,289,531.67
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8	1,028,630.60	102,863.06	102,863.06	925,767.54
App #9	412,050.69	41,205.07	41,205.07	370,845.62
App #10	-	(365,443.35)	(365,443.35)	365,443.35
App #11	32,596.30	3,259.63	3,259.63	29,336.67
App #12	26,983.01	2,698.30	2,698.30	24,284.71
App #13	-	(371,401.38)	(371,401.38)	371,401.38
App #13a		0.54	0.54	(0.54)
App #14	137,750.51	13,775.06	13,775.06	123,975.45
App #15		(13,775.06)	(13,775.06)	13,775.06
App #16			-	-
App #17			-	-
App #18			-	-
	7,506,197.03	**0.46**	**0.46**	**7,506,196.57**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7230

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)
FINAL RETAINAGE

Application No.: 15

Period To: 1/31/2026

Distribution to:
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

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		$7,335,355.00
2. Net Change By Change Order		$170,841.81
3. Contract Sum To Date		$7,506,196.81
4. Total Completed and Stored To Date		$7,506,196.81
5. Retainage:		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$7,506,196.81
7. Less Previous Certificates For Payments		$7,492,421.75
8. Current Payment Due		$13,775.06
9. Balance To Finish, Plus Retainage		$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$170,841.81	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$170,841.81	$0.00
Net Changes By Change Order	**$170,841.81**	

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

CONTRACTOR: THE BRIAR TEAM LLC

By: _____ Date: 1/26/26

State of: Florida County of: Seminole
Subscribed and sworn to before me this 26th day of January 2026
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
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 $13,775.06

(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:

By: _____ Date: _____

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.

Purchase Order: 3520

KOLTER

PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade
Ordered: 3/7/2025
Revised:

Community: CRE-KL Seminole Woods Owner LLC

Vendor: The Briar Team (BRITEA)
4570 ORANGE BLVD.
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$0.00

Payment Information

Draw **Draw Amounts**

Subtotal: $7,335,335.00
Total Tax: $0.00
Purchase Order Total: $7,335,335.00
Invoiced To Date: $0.00

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.

Project Name & Phase:	Seminole Palms Ph 2 Infr & Ph 3 M G
Community #:	
PO #:	3520
Activity Code:	61060
Resource Description:	
Notes:	

landinvoices@brookfieldkolter.com Lauren Barret Press 11/21/2025

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of $ 13,775.06 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 1/26/26

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 26th day of January, 2026 by Richard Herbach.

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

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.

2004

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. : 15
Application Date : 01/26/26
To: 01/31/26
Engineer's Project No.:

Invoice # : 7230 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed From Previous Application (D+E)	Work Completed This Period In Place	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
	A. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	0.00
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	0.00
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	0.00
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	0.00
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	0.00
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	0.00
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	0.00
	mass excavation phase 2 (cut)	6,768.00	6,768.00	0.00	0.00	6,768.00	100.00%	0.00	0.00
	mass excavation phase 2 (fill)	60,256.35	60,256.35	0.00	0.00	60,256.35	100.00%	0.00	0.00
	retention pond phase 2 (cut)	58,926.00	58,926.00	0.00	0.00	58,926.00	100.00%	0.00	0.00
	retention pond phase 2 (fill)	770.00	770.00	0.00	0.00	770.00	100.00%	0.00	0.00
	mass excavation phase 3 (cut)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	0.00
	mass excavation phase 3 (fill)	57,150.90	57,150.90	0.00	0.00	57,150.90	100.00%	0.00	0.00
	retention pond phase 3 (cut)	712,968.00	712,968.00	0.00	0.00	712,968.00	100.00%	0.00	0.00
	retention pond phase 3 (fill)	2,090.00	2,090.00	0.00	0.00	2,090.00	100.00%	0.00	0.00
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	0.00
	fine grade lots	30,668.47	30,668.47	0.00	0.00	30,668.47	100.00%	0.00	0.00
	sod pond slopes (bahia)	190,575.00	190,575.00	0.00	0.00	190,575.00	100.00%	0.00	0.00
	sod open tracts (bahia)	56,133.00	56,133.00	0.00	0.00	56,133.00	100.00%	0.00	0.00
	seed lots	23,760.00	23,760.00	0.00	0.00	23,760.00	100.00%	0.00	0.00
	conservation signs	18,482.32	18,482.32	0.00	0.00	18,482.32	100.00%	0.00	0.00
	SITE WORK Totals	**2,630,993.73**	**2,630,993.73**	**0.00**	**0.00**	**2,630,993.73**	**100.00%**	**0.00**	**0.00**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	0.00
	manholes 0/6	70,360.84	70,360.84	0.00	0.00	70,360.84	100.00%	0.00	0.00
	manholes 6/8	52,661.98	52,661.98	0.00	0.00	52,661.98	100.00%	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. : 15
Application Date : 01/26/26
To: 01/31/26
Engineer's Project No.:

Invoice # : 7230 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	manholes 8/10	78,007.68	78,007.68	0.00	0.00	78,007.68	100.00%	0.00	0.00
	manholes 10/12	33,644.88	33,644.88	0.00	0.00	33,644.88	100.00%	0.00	0.00
	manholes 12/14	25,180.44	25,180.44	0.00	0.00	25,180.44	100.00%	0.00	0.00
	manholes 14/16	119,574.09	119,574.09	0.00	0.00	119,574.09	100.00%	0.00	0.00
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	0.00
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	0.00
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	0.00
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	0.00
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	0.00
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	0.00
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	0.00
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	0.00
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	0.00
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	0.00
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	0.00
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	0.00
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	0.00
	single laterals	146,550.38	146,550.38	0.00	0.00	146,550.38	100.00%	0.00	0.00
	TV video	71,687.99	71,687.99	0.00	0.00	71,687.99	100.00%	0.00	0.00
	air test	25,337.02	25,337.02	0.00	0.00	25,337.02	100.00%	0.00	0.00
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	0.00
	SANITARY Totals	**969,795.37**	**969,795.37**	**0.00**	**0.00**	**969,795.37**	**100.00%**	**0.00**	**0.00**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	0.00
	type "P" manholes 0/6	24,038.65	24,038.65	0.00	0.00	24,038.65	100.00%	0.00	0.00
	type "P" manholes 6/8	15,636.75	15,636.75	0.00	0.00	15,636.75	100.00%	0.00	0.00
	type "P" manholes 8/10	6,106.10	6,106.10	0.00	0.00	6,106.10	100.00%	0.00	0.00
	type "J" manholes 0/6	5,914.49	5,914.49	0.00	0.00	5,914.49	100.00%	0.00	0.00
	type "J" manholes 8/10	77,385.12	77,385.12	0.00	0.00	77,385.12	100.00%	0.00	0.00
	type "J" manholes 10/12	46,713.25	46,713.25	0.00	0.00	46,713.25	100.00%	0.00	0.00

CONTINUATION SHEET

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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. : 15
Application Date : 01/26/26
To: 01/31/26
Engineer's Project No.:

Invoice # : 7230 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	9,134.50	0.00	0.00	9,134.50	100.00%	0.00	0.00
	type "C" inlets 0/6	68,283.36	68,283.36	0.00	0.00	68,283.36	100.00%	0.00	0.00
	type "C" inlets 8/10	5,669.73	5,669.73	0.00	0.00	5,669.73	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 0/6	55,502.46	55,502.46	0.00	0.00	55,502.46	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 6/8	6,809.35	6,809.35	0.00	0.00	6,809.35	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 8/10	16,028.82	16,028.82	0.00	0.00	16,028.82	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 10/12	16,305.14	16,305.14	0.00	0.00	16,305.14	100.00%	0.00	0.00
	type "D" inlets 0/6	15,468.96	15,468.96	0.00	0.00	15,468.96	100.00%	0.00	0.00
	type "D" inlets 6/8	12,358.16	12,358.16	0.00	0.00	12,358.16	100.00%	0.00	0.00
	type "D" inlet w/ J bottom 0/6	6,856.62	6,856.62	0.00	0.00	6,856.62	100.00%	0.00	0.00
	type "E" control structures	11,574.58	11,574.58	0.00	0.00	11,574.58	100.00%	0.00	0.00
	type "H" control structures	17,414.92	17,414.92	0.00	0.00	17,414.92	100.00%	0.00	0.00
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	0.00
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	0.00
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	0.00
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	0.00
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	0.00
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	0.00
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	0.00
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	0.00
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	0.00
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	0.00
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	0.00
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	0.00
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	0.00
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	0.00
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	0.00
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	0.00
	24" MES	2,485.60	2,485.60	0.00	0.00	2,485.60	100.00%	0.00	0.00
	30" MES	18,142.16	18,142.16	0.00	0.00	18,142.16	100.00%	0.00	0.00
	36" MES	11,260.72	11,260.72	0.00	0.00	11,260.72	100.00%	0.00	0.00
	48" MES	31,603.32	31,603.32	0.00	0.00	31,603.32	100.00%	0.00	0.00
	cleaning & inspection	72,044.49	72,044.49	0.00	0.00	72,044.49	100.00%	0.00	0.00
	dewatering	83,890.08	83,890.08	0.00	0.00	83,890.08	100.00%	0.00	0.00

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Application Date : 01/26/26
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Engineer's Project No.:

Invoice # : 7230 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	STORM Totals	**1,293,305.14**	**1,293,305.14**	**0.00**	**0.00**	**1,293,305.14**	**100.00%**	**0.00**	**0.00**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	0.00
	8" PVC (DR-18)	170,720.06	170,720.06	0.00	0.00	170,720.06	100.00%	0.00	0.00
	6" PVC (DR-18)	35,139.62	35,139.62	0.00	0.00	35,139.62	100.00%	0.00	0.00
	fire hydrant assembly	103,392.84	103,392.84	0.00	0.00	103,392.84	100.00%	0.00	0.00
	jumper assembly	6,348.51	6,348.51	0.00	0.00	6,348.51	100.00%	0.00	0.00
	2" B/O assembly	4,969.51	4,969.51	0.00	0.00	4,969.51	100.00%	0.00	0.00
	single services	95,493.84	95,493.84	0.00	0.00	95,493.84	100.00%	0.00	0.00
	valves and fittings	124,342.29	124,342.29	0.00	0.00	124,342.29	100.00%	0.00	0.00
	testing and chlorination	15,508.30	15,508.30	0.00	0.00	15,508.30	100.00%	0.00	0.00
	WATER Totals	**561,457.53**	**561,457.53**	**0.00**	**0.00**	**561,457.53**	**100.00%**	**0.00**	**0.00**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	0.00
	6" PVC (DR-18)	64,083.20	64,083.20	0.00	0.00	64,083.20	100.00%	0.00	0.00
	4" PVC (DR-18)	50,754.45	50,754.45	0.00	0.00	50,754.45	100.00%	0.00	0.00
	2" B/O assembly	9,939.00	9,939.00	0.00	0.00	9,939.00	100.00%	0.00	0.00
	1-1/2" reuse service	1,634.19	1,634.19	0.00	0.00	1,634.19	100.00%	0.00	0.00
	2" reuse service	1,890.41	1,890.41	0.00	0.00	1,890.41	100.00%	0.00	0.00
	single services	93,981.27	93,981.27	0.00	0.00	93,981.27	100.00%	0.00	0.00
	air release valve & meter box	226,109.88	226,109.88	0.00	0.00	226,109.88	100.00%	0.00	0.00
	valves and fittings	77,806.02	77,806.02	0.00	0.00	77,806.02	100.00%	0.00	0.00
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	0.00
	REUSE Totals	**544,288.83**	**544,288.83**	**0.00**	**0.00**	**544,288.83**	**100.00%**	**0.00**	**0.00**

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To: 01/31/26
Engineer's Project No.:

Invoice # : 7230 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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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)			
	F. 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	134,480.00	134,480.00	0.00	0.00	134,480.00	100.00%	0.00	0.00
	8" limerock	404,595.00	404,595.00	0.00	0.00	404,595.00	100.00%	0.00	0.00
	1.5"" SP-9.5 asphalt	251,505.00	251,505.00	0.00	0.00	251,505.00	100.00%	0.00	0.00
	2' miami curb	196,245.00	196,245.00	0.00	0.00	196,245.00	100.00%	0.00	0.00
	5' sidewalk	34,155.00	34,155.00	0.00	0.00	34,155.00	100.00%	0.00	0.00
	5' handicap ramps w/truncated domes	22,709.44	22,709.44	0.00	0.00	22,709.44	100.00%	0.00	0.00
	fine grade R/W	20,303.00	20,303.00	0.00	0.00	20,303.00	100.00%	0.00	0.00
	sod between curb & sidewalk	4,158.00	4,158.00	0.00	0.00	4,158.00	100.00%	0.00	0.00
	sod curb line (2' wide)	16,170.00	16,170.00	0.00	0.00	16,170.00	100.00%	0.00	0.00
	seed R/W	4,686.00	4,686.00	0.00	0.00	4,686.00	100.00%	0.00	0.00
	striping and signage	25,120.84	25,120.84	0.00	0.00	25,120.84	100.00%	0.00	0.00
	ON SITE PAVING Totals	**1,114,127.28**	**1,114,127.28**	**0.00**	**0.00**	**1,114,127.28**	**100.00%**	**0.00**	**0.00**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	60,043.77	0.00	0.00	60,043.77	100.00%	0.00	0.00
	mot/traffic control	7,690.05	7,690.05	0.00	0.00	7,690.05	100.00%	0.00	0.00
	mobilization	67,778.31	67,778.31	0.00	0.00	67,778.31	100.00%	0.00	0.00
	certified "as-builts"	85,874.99	85,874.99	0.00	0.00	85,874.99	100.00%	0.00	0.00
	ADMINISTRATION Totals	**221,387.12**	**221,387.12**	**0.00**	**0.00**	**221,387.12**	**100.00%**	**0.00**	**0.00**
	H. CHANGE ORDERS								
	Change Order #1	27,449.42	27,449.42	0.00	0.00	27,449.42	100.00%	0.00	0.00
	Change Order #2	5,641.88	5,641.88	0.00	0.00	5,641.88	100.00%	0.00	0.00
	Change Order #3	25,470.66	25,470.66	0.00	0.00	25,470.66	100.00%	0.00	0.00
	Change Order #5	112,279.85	112,279.85	0.00	0.00	112,279.85	100.00%	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. : 15
Application Date : 01/26/26
To: 01/31/26
Engineer's Project No.:

Invoice # : 7230 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	CHANGE ORDERS Totals	**170,841.81**	**170,841.81**	**0.00**	**0.00**	**170,841.81**	**100.00%**	**0.00**	**0.00**
	I. 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
		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**
	Grand Totals	**7,506,196.81**	**7,506,196.81**	**0.00**	**0.00**	**7,506,196.81**	**100.00%**	**0.00**	**0.00**

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**The Briar Team LLC**
Vendor Code	**BRITEA**
Invoice #	**3520/APP16**
Invoice Date	**4/20/2026**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278		$ 47,916.00	$ 4,791.60	$ 43,124.40
	Total This Drav	**$ 47,916.00**	**$ 4,791.60**	**$ 43,124.40**

PAY THIS AMOUNT

Prepared by: Alexandra Linares **Date:** 05/18/26

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.92	146,281.92	1,316,537.32
App #5	1,199,462.32	119,946.23	119,946.23	1,079,516.09
App #6	1,432,812.97	143,281.30	143,281.30	1,289,531.67
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8	1,028,630.60	102,863.06	102,863.06	925,767.54
App #9	412,050.69	41,205.07	41,205.07	370,845.62
App #10	-	(365,443.35)	(365,443.35)	365,443.35
App #11	32,596.30	3,259.63	3,259.63	29,336.67
App #12	26,983.01	2,698.30	2,698.30	24,284.71
App #13	-	(371,401.38)	(371,401.38)	371,401.38
App #13a		0.54	0.54	(0.54)
App #14	137,750.51	13,775.06	13,775.06	123,975.45
App #15		(13,775.06)	(13,775.06)	13,775.06
App #16	47,916.00	4,791.60	4,791.60	43,124.40
App #17			-	-
App #18			-	-
	7,554,113.03	**4,792.06**	**4,792.06**	**7,549,320.97**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7376

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

Application No. : 16

Period To: 4/20/2026

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

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		$7,335,355.00
2. Net Change By Change Order		$218,757.81
3. Contract Sum To Date		$7,554,112.81
4. Total Completed and Stored To Date		$7,554,112.81
5. Retainage:		
a. 0.06% of Completed Work	$4,791.60	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$4,791.60
6. Total Earned Less Retainage		$7,549,321.21
7. Less Previous Certificates For Payments		$7,506,196.81
8. Current Payment Due		$43,124.40
9. Balance To Finish, Plus Retainage		$4,791.60

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$170,841.81	$0.00
Total Approved this Month	$47,916.00	$0.00
TOTALS	$218,757.81	$0.00
Net Changes By Change Order	**$218,757.81**	

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

CONTRACTOR: THE BRIAR TEAM LLC

By: _____ Date: 4/21/26

State of: Florida
County of: Seminole
Subscribed and sworn to before me this 21st day of April 2026
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
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 $43,124.40

(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:

By: _____ Date: _____

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.

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of $ 43,124.40 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 4/25/2026 to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 4/21/26

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 21st day of April, 2026 by Richard Herbach

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

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.

2004

Purchase Order: 3520

KOLTER

PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade
Ordered: 3/7/2025
Revised: 1/20/2026

Community: CRE-KL Seminole Woods Owner LLC (4278)

Vendor: The Briar Team (BRITEA)
4570 ORANGE BLVD.
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork	1	$27,449.42	$27,449.42	$26,954.42
	0.00	LS	- Mobilization - Earthwork CO3 - CO3 - $25,470,66 (weir) CO4 - $112,279.85 (ph 3 storm) CO5 - $47,916 (ph 3 seed)	2	$25,470.66	$25,470.66	$515.21
	0.00	LS	- Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$7,335,335.00
	0.00	LS	61085 Landscape - Common Area Landscape	1	$5,641.88	$5,641.88	$5,641.88
Phase 3							
	0.00	LS	61060 Earthwork - Mobilization - Earthwork CO 4 - CO3 - $25,470,66 (weir) CO4 - $112,279.85 (ph 3 storm) CO5 - $47,916 (ph 3 seed)	2	$112,279.85	$112,279.85	$0.00
	0.00	LS	- Mobilization - Earthwork CO 5 - CO3 - $25,470,66 (weir) CO4 - $112,279.85 (ph 3 storm) CO5 - $47,916 (ph 3 seed)	2	$47,916.00	$47,916.00	$0.00

Payment Information

Draw **Draw Amounts**

Subtotal: $7,554,092.81
Total Tax: $0.00
Purchase Order Total: $7,554,092.81
Invoiced To Date: $7,368,446.51

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.

Project Name & Phase:	CRE-KL Seminole Woods Owner LLC
Community #:	4278
PO #:	3520
Activity Code:	61060 - Earthwork
Resource Description:	Mobilization Earthwork
Notes:	

landinvoices@brookfieldkolter.com Print 02/02/2026

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. : 16
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7376 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	0.00
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	0.00
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	0.00
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	0.00
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	0.00
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	0.00
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	0.00
	mass excavation phase 2 (cut)	6,768.00	6,768.00	0.00	0.00	6,768.00	100.00%	0.00	0.00
	mass excavation phase 2 (fill)	60,256.35	60,256.35	0.00	0.00	60,256.35	100.00%	0.00	0.00
	retention pond phase 2 (cut)	58,926.00	58,926.00	0.00	0.00	58,926.00	100.00%	0.00	0.00
	retention pond phase 2 (fill)	770.00	770.00	0.00	0.00	770.00	100.00%	0.00	0.00
	mass excavation phase 3 (cut)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	0.00
	mass excavation phase 3 (fill)	57,150.90	57,150.90	0.00	0.00	57,150.90	100.00%	0.00	0.00
	retention pond phase 3 (cut)	712,968.00	712,968.00	0.00	0.00	712,968.00	100.00%	0.00	0.00
	retention pond phase 3 (fill)	2,090.00	2,090.00	0.00	0.00	2,090.00	100.00%	0.00	0.00
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	0.00
	fine grade lots	30,668.47	30,668.47	0.00	0.00	30,668.47	100.00%	0.00	0.00
	sod pond slopes (bahia)	190,575.00	190,575.00	0.00	0.00	190,575.00	100.00%	0.00	0.00
	sod open tracts (bahia)	56,133.00	56,133.00	0.00	0.00	56,133.00	100.00%	0.00	0.00
	seed lots	23,760.00	23,760.00	0.00	0.00	23,760.00	100.00%	0.00	0.00
	conservation signs	18,482.32	18,482.32	0.00	0.00	18,482.32	100.00%	0.00	0.00
	SITE WORK Totals	**2,630,993.73**	**2,630,993.73**	**0.00**	**0.00**	**2,630,993.73**	**100.00%**	**0.00**	**0.00**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	0.00
	manholes 0/6	70,360.84	70,360.84	0.00	0.00	70,360.84	100.00%	0.00	0.00
	manholes 6/8	52,661.98	52,661.98	0.00	0.00	52,661.98	100.00%	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. : 16
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7376 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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	%	Balance To Finish	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)	(G / C)	(C-G)	
	manholes 8/10	78,007.68	78,007.68	0.00	0.00	78,007.68	100.00%	0.00	0.00
	manholes 10/12	33,644.88	33,644.88	0.00	0.00	33,644.88	100.00%	0.00	0.00
	manholes 12/14	25,180.44	25,180.44	0.00	0.00	25,180.44	100.00%	0.00	0.00
	manholes 14/16	119,574.09	119,574.09	0.00	0.00	119,574.09	100.00%	0.00	0.00
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	0.00
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	0.00
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	0.00
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	0.00
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	0.00
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	0.00
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	0.00
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	0.00
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	0.00
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	0.00
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	0.00
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	0.00
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	0.00
	single laterals	146,550.38	146,550.38	0.00	0.00	146,550.38	100.00%	0.00	0.00
	TV video	71,687.99	71,687.99	0.00	0.00	71,687.99	100.00%	0.00	0.00
	air test	25,337.02	25,337.02	0.00	0.00	25,337.02	100.00%	0.00	0.00
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	0.00
	SANITARY Totals	**969,795.37**	**969,795.37**	**0.00**	**0.00**	**969,795.37**	**100.00%**	**0.00**	**0.00**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	0.00
	type "P" manholes 0/6	24,038.65	24,038.65	0.00	0.00	24,038.65	100.00%	0.00	0.00
	type "P" manholes 6/8	15,636.75	15,636.75	0.00	0.00	15,636.75	100.00%	0.00	0.00
	type "P" manholes 8/10	6,106.10	6,106.10	0.00	0.00	6,106.10	100.00%	0.00	0.00
	type "J" manholes 0/6	5,914.49	5,914.49	0.00	0.00	5,914.49	100.00%	0.00	0.00
	type "J" manholes 8/10	77,385.12	77,385.12	0.00	0.00	77,385.12	100.00%	0.00	0.00
	type "J" manholes 10/12	46,713.25	46,713.25	0.00	0.00	46,713.25	100.00%	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. : 16
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7376 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	9,134.50	0.00	0.00	9,134.50	100.00%	0.00	0.00
	type "C" inlets 0/6	68,283.36	68,283.36	0.00	0.00	68,283.36	100.00%	0.00	0.00
	type "C" inlets 8/10	5,669.73	5,669.73	0.00	0.00	5,669.73	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 0/6	55,502.46	55,502.46	0.00	0.00	55,502.46	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 6/8	6,809.35	6,809.35	0.00	0.00	6,809.35	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 8/10	16,028.82	16,028.82	0.00	0.00	16,028.82	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 10/12	16,305.14	16,305.14	0.00	0.00	16,305.14	100.00%	0.00	0.00
	type "D" inlets 0/6	15,468.96	15,468.96	0.00	0.00	15,468.96	100.00%	0.00	0.00
	type "D" inlets 6/8	12,358.16	12,358.16	0.00	0.00	12,358.16	100.00%	0.00	0.00
	type "D" inlet w/ J bottom 0/6	6,856.62	6,856.62	0.00	0.00	6,856.62	100.00%	0.00	0.00
	type "E" control structures	11,574.58	11,574.58	0.00	0.00	11,574.58	100.00%	0.00	0.00
	type "H" control structures	17,414.92	17,414.92	0.00	0.00	17,414.92	100.00%	0.00	0.00
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	0.00
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	0.00
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	0.00
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	0.00
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	0.00
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	0.00
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	0.00
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	0.00
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	0.00
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	0.00
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	0.00
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	0.00
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	0.00
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	0.00
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	0.00
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	0.00
	24" MES	2,485.60	2,485.60	0.00	0.00	2,485.60	100.00%	0.00	0.00
	30" MES	18,142.16	18,142.16	0.00	0.00	18,142.16	100.00%	0.00	0.00
	36" MES	11,260.72	11,260.72	0.00	0.00	11,260.72	100.00%	0.00	0.00
	48" MES	31,603.32	31,603.32	0.00	0.00	31,603.32	100.00%	0.00	0.00
	cleaning & inspection	72,044.49	72,044.49	0.00	0.00	72,044.49	100.00%	0.00	0.00
	dewatering	83,890.08	83,890.08	0.00	0.00	83,890.08	100.00%	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. : 16
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7376 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	STORM Totals	**1,293,305.14**	**1,293,305.14**	**0.00**	**0.00**	**1,293,305.14**	**100.00%**	**0.00**	**0.00**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	0.00
	8" PVC (DR-18)	170,720.06	170,720.06	0.00	0.00	170,720.06	100.00%	0.00	0.00
	6" PVC (DR-18)	35,139.62	35,139.62	0.00	0.00	35,139.62	100.00%	0.00	0.00
	fire hydrant assembly	103,392.84	103,392.84	0.00	0.00	103,392.84	100.00%	0.00	0.00
	jumper assembly	6,348.51	6,348.51	0.00	0.00	6,348.51	100.00%	0.00	0.00
	2" B/O assembly	4,969.51	4,969.51	0.00	0.00	4,969.51	100.00%	0.00	0.00
	single services	95,493.84	95,493.84	0.00	0.00	95,493.84	100.00%	0.00	0.00
	valves and fittings	124,342.29	124,342.29	0.00	0.00	124,342.29	100.00%	0.00	0.00
	testing and chlorination	15,508.30	15,508.30	0.00	0.00	15,508.30	100.00%	0.00	0.00
	WATER Totals	**561,457.53**	**561,457.53**	**0.00**	**0.00**	**561,457.53**	**100.00%**	**0.00**	**0.00**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	0.00
	6" PVC (DR-18)	64,083.20	64,083.20	0.00	0.00	64,083.20	100.00%	0.00	0.00
	4" PVC (DR-18)	50,754.45	50,754.45	0.00	0.00	50,754.45	100.00%	0.00	0.00
	2" B/O assembly	9,939.00	9,939.00	0.00	0.00	9,939.00	100.00%	0.00	0.00
	1-1/2" reuse service	1,634.19	1,634.19	0.00	0.00	1,634.19	100.00%	0.00	0.00
	2" reuse service	1,890.41	1,890.41	0.00	0.00	1,890.41	100.00%	0.00	0.00
	single services	93,981.27	93,981.27	0.00	0.00	93,981.27	100.00%	0.00	0.00
	air release valve & meter box	226,109.88	226,109.88	0.00	0.00	226,109.88	100.00%	0.00	0.00
	valves and fittings	77,806.02	77,806.02	0.00	0.00	77,806.02	100.00%	0.00	0.00
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	0.00
	REUSE Totals	**544,288.83**	**544,288.83**	**0.00**	**0.00**	**544,288.83**	**100.00%**	**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. : 16
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7376 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed From Previous Application (D+E)	Work Completed This Period In Place	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
	F. 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	134,480.00	134,480.00	0.00	0.00	134,480.00	100.00%	0.00	0.00
	8" limerock	404,595.00	404,595.00	0.00	0.00	404,595.00	100.00%	0.00	0.00
	1.5"" SP-9.5 asphalt	251,505.00	251,505.00	0.00	0.00	251,505.00	100.00%	0.00	0.00
	2' miami curb	196,245.00	196,245.00	0.00	0.00	196,245.00	100.00%	0.00	0.00
	5' sidewalk	34,155.00	34,155.00	0.00	0.00	34,155.00	100.00%	0.00	0.00
	5' handicap ramps w/truncated domes	22,709.44	22,709.44	0.00	0.00	22,709.44	100.00%	0.00	0.00
	fine grade R/W	20,303.00	20,303.00	0.00	0.00	20,303.00	100.00%	0.00	0.00
	sod between curb & sidewalk	4,158.00	4,158.00	0.00	0.00	4,158.00	100.00%	0.00	0.00
	sod curb line (2' wide)	16,170.00	16,170.00	0.00	0.00	16,170.00	100.00%	0.00	0.00
	seed R/W	4,686.00	4,686.00	0.00	0.00	4,686.00	100.00%	0.00	0.00
	striping and signage	25,120.84	25,120.84	0.00	0.00	25,120.84	100.00%	0.00	0.00
	ON SITE PAVING Totals	**1,114,127.28**	**1,114,127.28**	**0.00**	**0.00**	**1,114,127.28**	**100.00%**	**0.00**	**0.00**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	60,043.77	0.00	0.00	60,043.77	100.00%	0.00	0.00
	mot/traffic control	7,690.05	7,690.05	0.00	0.00	7,690.05	100.00%	0.00	0.00
	mobilization	67,778.31	67,778.31	0.00	0.00	67,778.31	100.00%	0.00	0.00
	certified "as-builts"	85,874.99	85,874.99	0.00	0.00	85,874.99	100.00%	0.00	0.00
	ADMINISTRATION Totals	**221,387.12**	**221,387.12**	**0.00**	**0.00**	**221,387.12**	**100.00%**	**0.00**	**0.00**
	H. CHANGE ORDERS								
	Change Order #1	27,449.42	27,449.42	0.00	0.00	27,449.42	100.00%	0.00	0.00
	Change Order #2	5,641.88	5,641.88	0.00	0.00	5,641.88	100.00%	0.00	0.00
	Change Order #3	25,470.66	25,470.66	0.00	0.00	25,470.66	100.00%	0.00	0.00
	Change Order #4	47,916.00	0.00	47,916.00	0.00	47,916.00	100.00%	0.00	4,791.60
	Change Order #5	112,279.85	112,279.85	0.00	0.00	112,279.85	100.00%	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. : 16
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7376 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	CHANGE ORDERS Totals	**218,757.81**	**170,841.81**	**47,916.00**	**0.00**	**218,757.81**	**100.00%**	**0.00**	**4,791.60**
	I. 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
		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**
	Grand Totals	**7,554,112.81**	**7,506,196.81**	**47,916.00**	**0.00**	**7,554,112.81**	**100.00%**	**0.00**	**4,791.60**

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**The Briar Team LLC**
Vendor Code	**BRITEA**
Invoice #	**3520/APP17R**
Invoice Date	**4/20/2026**
APPLY TO PO #	**3520**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278	RETAINAGE RELEASE		$ (4,791.60)	$ 4,791.60
	Total This Draw	**$ -**	**$ (4,791.60)**	**$ 4,791.60**

PAY THIS AMOUNT

Prepared by: Alexandra Linares **Date:** 05/18/26

Approved by: Haley Kiernan

Paid				
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	82,084.20	8,208.42	8,208.42	73,875.78
App #2	359,420.44	35,942.04	35,942.04	323,478.40
App #3	310,806.37	31,080.64	31,080.64	279,725.73
App #4	1,462,819.24	146,281.92	146,281.92	1,316,537.32
App #5	1,199,462.32	119,946.23	119,946.23	1,079,516.09
App #6	1,432,812.97	143,281.30	143,281.30	1,289,531.67
App #7	1,020,780.38	102,078.04	102,078.04	918,702.34
App #8	1,028,630.60	102,863.06	102,863.06	925,767.54
App #9	412,050.69	41,205.07	41,205.07	370,845.62
App #10	-	(365,443.35)	(365,443.35)	365,443.35
App #11	32,596.30	3,259.63	3,259.63	29,336.67
App #12	26,983.01	2,698.30	2,698.30	24,284.71
App #13	-	(371,401.38)	(371,401.38)	371,401.38
App #13a		0.54	0.54	(0.54)
App #14	137,750.51	13,775.06	13,775.06	123,975.45
App #15		(13,775.06)	(13,775.06)	13,775.06
App #16	47,916.00	4,791.60	4,791.60	43,124.40
App #17		(4,791.60)	(4,791.60)	4,791.60
App #18			-	-
	7,554,113.03	**0.46**	**0.46**	**7,554,112.57**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7377

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

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

TAMPA, FL 33637

Project: 2004- SEMINOLE PALMS PHASE 2
INFRASTUCTURE & PH 3 MG (PO# 3520)
Final Retainage

Application No.: 17

Period To: 4/20/2026

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

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		$7,335,355.00
2. Net Change By Change Order		$218,757.81
3. Contract Sum To Date		$7,554,112.81
4. Total Completed and Stored To Date		$7,554,112.81
5. Retainage:		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$7,554,112.81
7. Less Previous Certificates For Payments		$7,549,321.21
8. Current Payment Due		$4,791.60
9. Balance To Finish, Plus Retainage		$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$218,757.81	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$218,757.81	$0.00
Net Changes By Change Order	**$218,757.81**	

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

CONTRACTOR: THE BRIAR TEAM LLC

By: _____ Date: 4/21/26

State of: Florida County of: Seminole
Subscribed and sworn to before me this 21st day of April 2026
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
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 $4,791.60

(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:

By: _____ Date: _____

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.

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of $ 4,791.60 , hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to CRE KL Seminole Woods Owner, LLC on the job of Seminole Palms Ph 2 to the following described property:

Project Name: Seminole Palms Ph 2
Location: CITATION BLVD AT SERENOA ROAD, PALM COAST, FLORIDA PERMIT # 172928-2 (SJRWMD)
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: 4/21/26

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 21st day of April, 2026 by Richard Herbach.

Notary Signature

Notary Stamp

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

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.

2004

Purchase Order: 3520

KOLTER

PO Name: Briar Team - Phase 2 Infrastructure & 3 Mass Grade
Ordered: 3/7/2025
Revised: 1/20/2026

Community: CRE-KL Seminole Woods Owner LLC (4278)

Vendor: The Briar Team (BRITEA)
4570 ORANGE BLVD,
SANFORD, FL 32771
(p) (407)321-2773

Notes:

Phase 2

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork	1	$27,449.42	$27,449.42	$26,954.42
	0.00	LS	- Mobilization - Earthwork CO3 - CO3 - $25,470,66 (weir) CO4 - $112,279.85 (ph 3 storm) CO5 - $47,916 (ph 3 seed)	2	$25,470.66	$25,470.66	$515.21
	0.00	LS	- Mobilization - Earthwork Ph 2 Infra. & 3 Mass	0	$7,335,335.00	$7,335,335.00	$7,335,335.00
	0.00	LS	61085 Landscape - Common Area Landscape	1	$5,641.88	$5,641.88	$5,641.88
Phase 3							
	0.00	LS	61060 Earthwork - Mobilization - Earthwork CO 4 - CO3 - $25,470,66 (weir) CO4 - $112,279.85 (ph 3 storm) CO5 - $47,916 (ph 3 seed)	2	$112,279.85	$112,279.85	$0.00
	0.00	LS	- Mobilization - Earthwork CO 5 - CO3 - $25,470,66 (weir) CO4 - $112,279.85 (ph 3 storm) CO5 - $47,916 (ph 3 seed)	2	$47,916.00	$47,916.00	$0.00

Payment Information

Draw | Draw Amounts

Subtotal: $7,554,092.81
Total Tax: $0.00
Purchase Order Total: $7,554,092.81
Invoiced To Date: $7,368,446.51

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.

Project Name & Phase:	CRE-KL Seminole Woods Owner LLC
Community #:	4278
PO #:	3520
Activity Code:	61060 - Earthwork
Resource Description:	Mobilization Earthwork
Notes:	

landinvoices@brookfieldkolter.com | Print | 02/02/2026

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. : 17
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7377 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed From Previous Application (D+E)	Work Completed This Period In Place	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
	A. SITE WORK								
	SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction entrance	15,879.79	15,879.79	0.00	0.00	15,879.79	100.00%	0.00	0.00
	clearing & grubbing phase 2	338,361.87	338,361.87	0.00	0.00	338,361.87	100.00%	0.00	0.00
	mowing and disking phase 2	16,917.78	16,917.78	0.00	0.00	16,917.78	100.00%	0.00	0.00
	clearing & grubbing phase 3	461,402.55	461,402.55	0.00	0.00	461,402.55	100.00%	0.00	0.00
	mowing and disking phase 3	23,069.70	23,069.70	0.00	0.00	23,069.70	100.00%	0.00	0.00
	silt fence phase 2	13,568.00	13,568.00	0.00	0.00	13,568.00	100.00%	0.00	0.00
	silt fence phase 3	9,646.00	9,646.00	0.00	0.00	9,646.00	100.00%	0.00	0.00
	mass excavation phase 2 (cut)	6,768.00	6,768.00	0.00	0.00	6,768.00	100.00%	0.00	0.00
	mass excavation phase 2 (fill)	60,256.35	60,256.35	0.00	0.00	60,256.35	100.00%	0.00	0.00
	retention pond phase 2 (cut)	58,926.00	58,926.00	0.00	0.00	58,926.00	100.00%	0.00	0.00
	retention pond phase 2 (fill)	770.00	770.00	0.00	0.00	770.00	100.00%	0.00	0.00
	mass excavation phase 3 (cut)	13,536.00	13,536.00	0.00	0.00	13,536.00	100.00%	0.00	0.00
	mass excavation phase 3 (fill)	57,150.90	57,150.90	0.00	0.00	57,150.90	100.00%	0.00	0.00
	retention pond phase 3 (cut)	712,968.00	712,968.00	0.00	0.00	712,968.00	100.00%	0.00	0.00
	retention pond phase 3 (fill)	2,090.00	2,090.00	0.00	0.00	2,090.00	100.00%	0.00	0.00
	import fill from Cline pit (haul only)	520,064.00	520,064.00	0.00	0.00	520,064.00	100.00%	0.00	0.00
	fine grade lots	30,668.47	30,668.47	0.00	0.00	30,668.47	100.00%	0.00	0.00
	sod pond slopes (bahia)	190,575.00	190,575.00	0.00	0.00	190,575.00	100.00%	0.00	0.00
	sod open tracts (bahia)	56,133.00	56,133.00	0.00	0.00	56,133.00	100.00%	0.00	0.00
	seed lots	23,760.00	23,760.00	0.00	0.00	23,760.00	100.00%	0.00	0.00
	conservation signs	18,482.32	18,482.32	0.00	0.00	18,482.32	100.00%	0.00	0.00
	SITE WORK Totals	**2,630,993.73**	**2,630,993.73**	**0.00**	**0.00**	**2,630,993.73**	**100.00%**	**0.00**	**0.00**
	B. SANITARY								
	SANITARY	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to manhole (18')	7,762.33	7,762.33	0.00	0.00	7,762.33	100.00%	0.00	0.00
	manholes 0/6	70,360.84	70,360.84	0.00	0.00	70,360.84	100.00%	0.00	0.00
	manholes 6/8	52,661.98	52,661.98	0.00	0.00	52,661.98	100.00%	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. : 17
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7377 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	manholes 8/10	78,007.68	78,007.68	0.00	0.00	78,007.68	100.00%	0.00	0.00
	manholes 10/12	33,644.88	33,644.88	0.00	0.00	33,644.88	100.00%	0.00	0.00
	manholes 12/14	25,180.44	25,180.44	0.00	0.00	25,180.44	100.00%	0.00	0.00
	manholes 14/16	119,574.09	119,574.09	0.00	0.00	119,574.09	100.00%	0.00	0.00
	manholes 16/18	31,834.36	31,834.36	0.00	0.00	31,834.36	100.00%	0.00	0.00
	drop connection	4,574.46	4,574.46	0.00	0.00	4,574.46	100.00%	0.00	0.00
	8" PVC 0/6	17,803.31	17,803.31	0.00	0.00	17,803.31	100.00%	0.00	0.00
	8" PVC 6/8	22,587.84	22,587.84	0.00	0.00	22,587.84	100.00%	0.00	0.00
	8" PVC 8/10	24,799.44	24,799.44	0.00	0.00	24,799.44	100.00%	0.00	0.00
	8" PVC 10/12	14,319.24	14,319.24	0.00	0.00	14,319.24	100.00%	0.00	0.00
	8" PVC 12/14	6,879.60	6,879.60	0.00	0.00	6,879.60	100.00%	0.00	0.00
	8" PVC 14/16	4,020.13	4,020.13	0.00	0.00	4,020.13	100.00%	0.00	0.00
	8" PVC 16/18	6,707.12	6,707.12	0.00	0.00	6,707.12	100.00%	0.00	0.00
	10" PVC 10/12	17,449.16	17,449.16	0.00	0.00	17,449.16	100.00%	0.00	0.00
	10" PVC 12/14	14,380.64	14,380.64	0.00	0.00	14,380.64	100.00%	0.00	0.00
	10" PVC 14/16	46,877.58	46,877.58	0.00	0.00	46,877.58	100.00%	0.00	0.00
	10" PVC 16/18	40,312.60	40,312.60	0.00	0.00	40,312.60	100.00%	0.00	0.00
	single laterals	146,550.38	146,550.38	0.00	0.00	146,550.38	100.00%	0.00	0.00
	TV video	71,687.99	71,687.99	0.00	0.00	71,687.99	100.00%	0.00	0.00
	air test	25,337.02	25,337.02	0.00	0.00	25,337.02	100.00%	0.00	0.00
	dewatering	86,482.26	86,482.26	0.00	0.00	86,482.26	100.00%	0.00	0.00
	SANITARY Totals	**969,795.37**	**969,795.37**	**0.00**	**0.00**	**969,795.37**	**100.00%**	**0.00**	**0.00**
	C. STORM								
	STORM	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing structure	14,487.40	14,487.40	0.00	0.00	14,487.40	100.00%	0.00	0.00
	type "P" manholes 0/6	24,038.65	24,038.65	0.00	0.00	24,038.65	100.00%	0.00	0.00
	type "P" manholes 6/8	15,636.75	15,636.75	0.00	0.00	15,636.75	100.00%	0.00	0.00
	type "P" manholes 8/10	6,106.10	6,106.10	0.00	0.00	6,106.10	100.00%	0.00	0.00
	type "J" manholes 0/6	5,914.49	5,914.49	0.00	0.00	5,914.49	100.00%	0.00	0.00
	type "J" manholes 8/10	77,385.12	77,385.12	0.00	0.00	77,385.12	100.00%	0.00	0.00
	type "J" manholes 10/12	46,713.25	46,713.25	0.00	0.00	46,713.25	100.00%	0.00	0.00

CONTINUATION SHEET

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Application No. : 17
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7377 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	type "J" manholes 12/14	9,134.50	9,134.50	0.00	0.00	9,134.50	100.00%	0.00	0.00
	type "C" inlets 0/6	68,283.36	68,283.36	0.00	0.00	68,283.36	100.00%	0.00	0.00
	type "C" inlets 8/10	5,669.73	5,669.73	0.00	0.00	5,669.73	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 0/6	55,502.46	55,502.46	0.00	0.00	55,502.46	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 6/8	6,809.35	6,809.35	0.00	0.00	6,809.35	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 8/10	16,028.82	16,028.82	0.00	0.00	16,028.82	100.00%	0.00	0.00
	type "C" inlet w/ J bottom 10/12	16,305.14	16,305.14	0.00	0.00	16,305.14	100.00%	0.00	0.00
	type "D" inlets 0/6	15,468.96	15,468.96	0.00	0.00	15,468.96	100.00%	0.00	0.00
	type "D" inlets 6/8	12,358.16	12,358.16	0.00	0.00	12,358.16	100.00%	0.00	0.00
	type "D" inlet w/ J bottom 0/6	6,856.62	6,856.62	0.00	0.00	6,856.62	100.00%	0.00	0.00
	type "E" control structures	11,574.58	11,574.58	0.00	0.00	11,574.58	100.00%	0.00	0.00
	type "H" control structures	17,414.92	17,414.92	0.00	0.00	17,414.92	100.00%	0.00	0.00
	18" HDPE 0/6	41,632.20	41,632.20	0.00	0.00	41,632.20	100.00%	0.00	0.00
	18" HDPE 6/8	13,695.92	13,695.92	0.00	0.00	13,695.92	100.00%	0.00	0.00
	18" HDPE 8/10	10,786.32	10,786.32	0.00	0.00	10,786.32	100.00%	0.00	0.00
	24" HDPE 0/6	35,998.45	35,998.45	0.00	0.00	35,998.45	100.00%	0.00	0.00
	24" HDPE 6/8	9,246.00	9,246.00	0.00	0.00	9,246.00	100.00%	0.00	0.00
	24" HDPE 8/10	51,796.51	51,796.51	0.00	0.00	51,796.51	100.00%	0.00	0.00
	24" HDPE 10/12	25,472.48	25,472.48	0.00	0.00	25,472.48	100.00%	0.00	0.00
	30" HDPE 0/6	15,063.00	15,063.00	0.00	0.00	15,063.00	100.00%	0.00	0.00
	30" HDPE 8/10	31,251.20	31,251.20	0.00	0.00	31,251.20	100.00%	0.00	0.00
	30" HDPE 10/12	54,151.80	54,151.80	0.00	0.00	54,151.80	100.00%	0.00	0.00
	30" HDPE 12/14	23,295.30	23,295.30	0.00	0.00	23,295.30	100.00%	0.00	0.00
	36" HDPE 6/8	80,976.00	80,976.00	0.00	0.00	80,976.00	100.00%	0.00	0.00
	36" HDPE 8/10	14,075.14	14,075.14	0.00	0.00	14,075.14	100.00%	0.00	0.00
	36" HDPE 10/12	32,091.26	32,091.26	0.00	0.00	32,091.26	100.00%	0.00	0.00
	48" HDPE 8/10	145,844.93	145,844.93	0.00	0.00	145,844.93	100.00%	0.00	0.00
	48" HDPE 10/12	56,813.90	56,813.90	0.00	0.00	56,813.90	100.00%	0.00	0.00
	24" MES	2,485.60	2,485.60	0.00	0.00	2,485.60	100.00%	0.00	0.00
	30" MES	18,142.16	18,142.16	0.00	0.00	18,142.16	100.00%	0.00	0.00
	36" MES	11,260.72	11,260.72	0.00	0.00	11,260.72	100.00%	0.00	0.00
	48" MES	31,603.32	31,603.32	0.00	0.00	31,603.32	100.00%	0.00	0.00
	cleaning & inspection	72,044.49	72,044.49	0.00	0.00	72,044.49	100.00%	0.00	0.00
	dewatering	83,890.08	83,890.08	0.00	0.00	83,890.08	100.00%	0.00	0.00

CONTINUATION SHEET

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Application No. : 17
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7377 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	STORM Totals	**1,293,305.14**	**1,293,305.14**	**0.00**	**0.00**	**1,293,305.14**	**100.00%**	**0.00**	**0.00**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	0.00
	8" PVC (DR-18)	170,720.06	170,720.06	0.00	0.00	170,720.06	100.00%	0.00	0.00
	6" PVC (DR-18)	35,139.62	35,139.62	0.00	0.00	35,139.62	100.00%	0.00	0.00
	fire hydrant assembly	103,392.84	103,392.84	0.00	0.00	103,392.84	100.00%	0.00	0.00
	jumper assembly	6,348.51	6,348.51	0.00	0.00	6,348.51	100.00%	0.00	0.00
	2" B/O assembly	4,969.51	4,969.51	0.00	0.00	4,969.51	100.00%	0.00	0.00
	single services	95,493.84	95,493.84	0.00	0.00	95,493.84	100.00%	0.00	0.00
	valves and fittings	124,342.29	124,342.29	0.00	0.00	124,342.29	100.00%	0.00	0.00
	testing and chlorination	15,508.30	15,508.30	0.00	0.00	15,508.30	100.00%	0.00	0.00
	WATER Totals	**561,457.53**	**561,457.53**	**0.00**	**0.00**	**561,457.53**	**100.00%**	**0.00**	**0.00**
	E. REUSE								
	REUSE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	connect to existing	5,542.56	5,542.56	0.00	0.00	5,542.56	100.00%	0.00	0.00
	6" PVC (DR-18)	64,083.20	64,083.20	0.00	0.00	64,083.20	100.00%	0.00	0.00
	4" PVC (DR-18)	50,754.45	50,754.45	0.00	0.00	50,754.45	100.00%	0.00	0.00
	2" B/O assembly	9,939.00	9,939.00	0.00	0.00	9,939.00	100.00%	0.00	0.00
	1-1/2" reuse service	1,634.19	1,634.19	0.00	0.00	1,634.19	100.00%	0.00	0.00
	2" reuse service	1,890.41	1,890.41	0.00	0.00	1,890.41	100.00%	0.00	0.00
	single services	93,981.27	93,981.27	0.00	0.00	93,981.27	100.00%	0.00	0.00
	air release valve & meter box	226,109.88	226,109.88	0.00	0.00	226,109.88	100.00%	0.00	0.00
	valves and fittings	77,806.02	77,806.02	0.00	0.00	77,806.02	100.00%	0.00	0.00
	pressure testing	12,547.85	12,547.85	0.00	0.00	12,547.85	100.00%	0.00	0.00
	REUSE Totals	**544,288.83**	**544,288.83**	**0.00**	**0.00**	**544,288.83**	**100.00%**	**0.00**	**0.00**

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Application No. : 17
Application Date : 04/20/26
To: 04/20/26
Engineer's Project No.:

Invoice # : 7377 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	F. 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	134,480.00	134,480.00	0.00	0.00	134,480.00	100.00%	0.00	0.00
	8" limerock	404,595.00	404,595.00	0.00	0.00	404,595.00	100.00%	0.00	0.00
	1.5"" SP-9.5 asphalt	251,505.00	251,505.00	0.00	0.00	251,505.00	100.00%	0.00	0.00
	2' miami curb	196,245.00	196,245.00	0.00	0.00	196,245.00	100.00%	0.00	0.00
	5' sidewalk	34,155.00	34,155.00	0.00	0.00	34,155.00	100.00%	0.00	0.00
	5' handicap ramps w/truncated domes	22,709.44	22,709.44	0.00	0.00	22,709.44	100.00%	0.00	0.00
	fine grade R/W	20,303.00	20,303.00	0.00	0.00	20,303.00	100.00%	0.00	0.00
	sod between curb & sidewalk	4,158.00	4,158.00	0.00	0.00	4,158.00	100.00%	0.00	0.00
	sod curb line (2' wide)	16,170.00	16,170.00	0.00	0.00	16,170.00	100.00%	0.00	0.00
	seed R/W	4,686.00	4,686.00	0.00	0.00	4,686.00	100.00%	0.00	0.00
	striping and signage	25,120.84	25,120.84	0.00	0.00	25,120.84	100.00%	0.00	0.00
	ON SITE PAVING Totals	**1,114,127.28**	**1,114,127.28**	**0.00**	**0.00**	**1,114,127.28**	**100.00%**	**0.00**	**0.00**
	G. ADMINISTRATION								
	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking	60,043.77	60,043.77	0.00	0.00	60,043.77	100.00%	0.00	0.00
	mot/traffic control	7,690.05	7,690.05	0.00	0.00	7,690.05	100.00%	0.00	0.00
	mobilization	67,778.31	67,778.31	0.00	0.00	67,778.31	100.00%	0.00	0.00
	certified "as-builts"	85,874.99	85,874.99	0.00	0.00	85,874.99	100.00%	0.00	0.00
	ADMINISTRATION Totals	**221,387.12**	**221,387.12**	**0.00**	**0.00**	**221,387.12**	**100.00%**	**0.00**	**0.00**
	H. CHANGE ORDERS								
	Change Order #1	27,449.42	27,449.42	0.00	0.00	27,449.42	100.00%	0.00	0.00
	Change Order #2	5,641.88	5,641.88	0.00	0.00	5,641.88	100.00%	0.00	0.00
	Change Order #3	25,470.66	25,470.66	0.00	0.00	25,470.66	100.00%	0.00	0.00
	Change Order #4	47,916.00	47,916.00	0.00	0.00	47,916.00	100.00%	0.00	0.00
	Change Order #5	112,279.85	112,279.85	0.00	0.00	112,279.85	100.00%	0.00	0.00

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Engineer's Project No.:

Invoice # : 7377 **Contract :** 2004- SEMINOLE PALMS PHASE 2 INFRASTUCTURE & PH 3 MG (PO# 3520)

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)			
	CHANGE ORDERS Totals	**218,757.81**	**218,757.81**	**0.00**	**0.00**	**218,757.81**	**100.00%**	**0.00**	**0.00**
	I. 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
		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**
	Grand Totals	**7,554,112.81**	**7,554,112.81**	**0.00**	**0.00**	**7,554,112.81**	**100.00%**	**0.00**	**0.00**

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: ***2024-31***

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: ***Kimley-Horn and Associates, Inc.***

(D) Amount Payable: ***$6,376.13***

(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): ***Invoice 249438002-0826 services through August 31, 2026 –Construction Phase Services – Phase 3***

(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: 9/29/26

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.

_____
Consulting Engineer

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

[redacted]

Include invoice # in memo line
Please email ACH payment details to payments@kimley-horn.com for proper payment application

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32084

Federal Tax Id: 56-0885615
For Services Rendered through Aug 31, 2026

Invoice Amount: $6,376.13

Invoice No: 249438002-0826
Invoice Date: Aug 31, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

Client Reference: WORK AUTHORIZATION 2

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
WA#2 TASK 01 AGENCY PERMITTING	4,250.00	100.00%	4,250.00	4,250.00	0.00
WA#2 TASK 02 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#2 TASK 03 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	5,000.00	0.00%	0.00	0.00	0.00
WA#2 TASK 04, WA #6, #7, #8 TASK 03 TASK 03 ENCLAVE CONSTRUCTION PHASE SERVICES	81,904.71	99.98%	81,885.00	81,885.00	0.00
WA#2 TASK 05 CITY OF FLAGLER BEACH RECLAIMED WATER MAIN RELO	15,000.00	100.00%	15,000.00	15,000.00	0.00
WA#2 TASK 06 TOWNHOME AND AMENITY PERMITTING	14,750.00	100.00%	14,750.00	14,750.00	0.00
WA#4 TASK 01 FINAL PLAT ASSISTANCE & COORD- PHASE 1A	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 02 FINAL PLAT ASSISTANCE & COORD- PHASE 1B	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 03 FINAL PLAT ASSISTANCE & COORD- PHASE 2	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 04 FINAL PLAT ASSISTANCE & COORD- PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
WA#4 TASK 05, WA#6 TASK 01, WA#7, WA#8 TASK 01 CONSTRUCTION PHASE SERVICES - PHASE 1A	38,095.22	99.94%	38,072.50	38,072.50	0.00
WA#4 TASK 06 & WA#6 TASK 02 CONSTRUCTION PHASE SERVICES - PHASE 1B	78,619.05	99.97%	78,592.50	78,592.50	0.00
WA#4 TASK 07, WA#7, WA#8 TASK 02 CONSTRUCTION PHASE SERVICES - PHASE 2	80,952.33	99.97%	80,925.00	80,925.00	0.00
WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3	29,238.10	32.18%	9,407.50	3,780.00	5,627.50
WA#7 TASK 04 - CONSTRUCTION PHASE SERVICES - AMENITY CENTER	22,857.10	99.88%	22,830.00	22,385.00	445.00
WA#9 TASK 01 TH PRELIMINARY PLAT REVISION	8,000.00	100.00%	8,000.00	8,000.00	0.00

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

[redacted]

Include invoice # in memo line
Please email ACH payment details to payments@kimley-horn.com for proper payment application

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32084

Federal Tax Id: 56-0885615
For Services Rendered through Aug 31, 2026

Invoice Amount: $6,376.13

Invoice No: 249438002-0826
Invoice Date: Aug 31, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

Client Reference: WORK AUTHORIZATION 2

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
WA#9 TASK 02 TH FINAL PLAT REVISION	4,500.00	75.00%	3,375.00	3,375.00	0.00
REIMBURSBALE EXPENSES	0.00	HOURLY	51,740.52	51,740.52	0.00
OFFICE EXPENSE	16,583.49	HOURLY	15,573.40	15,269.77	303.63
Subtotal	**434,750.00**		**452,401.42**	**446,025.29**	**6,376.13**
Total					**6,376.13**

Total Invoice: $6,376.13

If you have any questions, please contact Taylor Hamill at 407-427-1689 or Taylor.Hamill@kimley-horn.com

33TBH

Kimley»Horn

Labor and Expense Detail

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32084

Invoice No: 249438002-0826
Invoice Date: Aug 31, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

HOURLY NOT TO EXCEED
KH Ref # 249438002.3-37109895

Task	Description	Qty Hours	Billing Rate	Current Amount Due
WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3	ANALYST	16.0	210.00	3,360.00
	PROFESSIONAL	3.0	275.00	825.00
		3.5	315.00	1,102.50
	SENIOR PROFESSIONAL I	1.0	340.00	340.00
TOTAL WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3		**23.5**		**5,627.50**
WA#7 TASK 04 - CONSTRUCTION PHASE SERVICES - AMENITY CENTER	PROFESSIONAL	1.0	275.00	275.00
	SENIOR PROFESSIONAL I	0.5	340.00	170.00
TOTAL WA#7 TASK 04 - CONSTRUCTION PHASE SERVICES - AMENITY CENTER		**1.5**		**445.00**
OFFICE EXPENSE	ALLOCATION			303.63
TOTAL Z OFFICE EXPENSE				**303.63**
TOTAL LABOR AND EXPENSE DETAIL				**6,376.13**

This page is for informational purposes only. Please pay amount shown on cover page.

33TBH

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: ***2024-32***

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: ***Kimley-Horn and Associates, Inc.***

(D) Amount Payable: ***$6,930***

(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): ***Invoice 249438002-0926 services through September 30, 2026 –Construction Phase Services – Phase 3***

(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: 11/12/25

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.

_____
Consulting Engineer

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

[redacted]

Include invoice # in memo line
Please email ACH payment details to payments@kimley-horn.com for proper payment application

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32084

[redacted]
For Services Rendered through Sep 30, 2026

Invoice Amount: $6,930.00

Invoice No: 249438002-0926
Invoice Date: Sep 30, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

Client Reference: WORK AUTHORIZATION 2

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
WA#2 TASK 01 AGENCY PERMITTING	4,250.00	100.00%	4,250.00	4,250.00	0.00
WA#2 TASK 02 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#2 TASK 03 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	5,000.00	0.00%	0.00	0.00	0.00
WA#2 TASK 04, WA #6, #7, #8 TASK 03 TASK 03 ENCLAVE CONSTRUCTION PHASE SERVICES	81,904.71	99.98%	81,885.00	81,885.00	0.00
WA#2 TASK 05 CITY OF FLAGLER BEACH RECLAIMED WATER MAIN RELO	15,000.00	100.00%	15,000.00	15,000.00	0.00
WA#2 TASK 06 TOWNHOME AND AMENITY PERMITTING	14,750.00	100.00%	14,750.00	14,750.00	0.00
WA#4 TASK 01 FINAL PLAT ASSISTANCE & COORD- PHASE 1A	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 02 FINAL PLAT ASSISTANCE & COORD- PHASE 1B	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 03 FINAL PLAT ASSISTANCE & COORD- PHASE 2	7,000.00	100.00%	7,000.00	7,000.00	0.00
WA#4 TASK 04 FINAL PLAT ASSISTANCE & COORD- PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
WA#4 TASK 05, WA#6 TASK 01, WA#7, WA#8 TASK 01 CONSTRUCTION PHASE SERVICES - PHASE 1A	38,095.22	99.94%	38,072.50	38,072.50	0.00
WA#4 TASK 06 & WA#6 TASK 02 CONSTRUCTION PHASE SERVICES - PHASE 1B	78,619.05	99.97%	78,592.50	78,592.50	0.00
WA#4 TASK 07, WA#7, WA#8 TASK 02 CONSTRUCTION PHASE SERVICES - PHASE 2	80,952.33	99.97%	80,925.00	80,925.00	0.00
WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3	29,238.10	54.75%	16,007.50	9,407.50	6,600.00
WA#7 TASK 04 - CONSTRUCTION PHASE SERVICES - AMENITY CENTER	22,857.10	99.88%	22,830.00	22,830.00	0.00
WA#9 TASK 01 TH PRELIMINARY PLAT REVISION	8,000.00	100.00%	8,000.00	8,000.00	0.00

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

[redacted]

Please email ACH payment details to payments@kimley-horn.com for proper payment application

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32084

[redacted]
For Services Rendered through Sep 30, 2026

Invoice Amount: $6,930.00

Invoice No: 249438002-0926
Invoice Date: Sep 30, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

Client Reference: WORK AUTHORIZATION 2

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
WA#9 TASK 02 TH FINAL PLAT REVISION	4,500.00	75.00%	3,375.00	3,375.00	0.00
REIMBURSBALE EXPENSES	0.00	HOURLY	51,740.52	51,740.52	0.00
OFFICE EXPENSE	16,583.49	HOURLY	15,903.40	15,573.40	330.00
Subtotal	**434,750.00**		**459,331.42**	**452,401.42**	**6,930.00**
Total					**6,930.00**

Total Invoice: $6,930.00

If you have any questions, please contact Taylor Hamill at 407-427-1689 or Taylor.Hamill@kimley-horn.com

33TBH

Kimley»Horn

Labor and Expense Detail

SEMINOLE PALMS COMMUNITY DEVELOPMENT DIS
219 E. LIVINGSTON STREET
ORLANDO, FL 32084

Invoice No: 249438002-0926
Invoice Date: Sep 30, 2026

Project No: 249438002
Project Name: WA2 SEMINOLE PALMS
Project Manager: SITLER, CORY

HOURLY NOT TO EXCEED
KH Ref # 249438002.3-37432868

Task	Description	Qty Hours	Billing Rate	Current Amount Due
WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3	ANALYST	3.0	190.00	570.00
		13.5	210.00	2,835.00
	PROFESSIONAL	11.0	275.00	3,025.00
	SENIOR PROFESSIONAL I	0.5	340.00	170.00
TOTAL WA#4 TASK 08 CONSTRUCTION PHASE SERVICES - PHASE 3		**28.0**		**6,600.00**
OFFICE EXPENSE	ALLOCATION			330.00
TOTAL OFFICE EXPENSE				**330.00**
TOTAL LABOR AND EXPENSE DETAIL				**6,930.00**

This page is for informational purposes only. Please pay amount shown on cover page.

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: 2024-33

(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: ***$3,568,485.04***

Note that the amount of this requisition is equal to the balance of the Series 2024 Acquisition and Construction Account. That said, the Acquisition of Improvements are in the greater amount of $3,738,156.50. To the extend that additional monies are released into the Series 2024 Acquisition and Construction Account, the Trustee is directed to make payment of any remaining amounts owed by the District for the acquisition of improvements up to the full amount of $3,738,156.50.

(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 Amenity Improvements**

(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: 10/28/25

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.

_____
Consulting Engineer

KOLTER

105 NE 1ST Street
Delray Beach, FL 33444

T (561) 682-9500
KOLTER.com

WIRE TRANSFER INSTRUCTIONS

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

[redacted]

[redacted]

[redacted]

[redacted]

Seminole Palms Amenity Center				
Improvement	**Total Amount**	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$ 1,811,315.36	$ 1,811,315.36	$ -	$ 181,131.54
Pool Installation	$ 878,259.20	$ 878,259.20	$ -	$ 87,825.92
Sitework	$ 627,333.17	$ 577,969.98	$ 49,363.19	$ 57,797.07
Playground & Site Furnishings	$ 293,027.84	$ 293,027.84	$ -	$ 29,302.78
Landscaping	$ 184,681.93	$ 60,726.29	$ 123,955.64	$ 6,072.63
Irrigation	$ 71,765.36	$ -	$ -	$ -
Pool Furniture	$ 37,211.01	$ 37,211.01	$ -	$ -
Mail Kiosk	$ 131,075.33	$ 65,537.67	$ 65,537.66	$ -
Access Control-Cameras	$ 43,952.47	$ 14,109.15	$ 29,843.32	$ -
Totals	**$ 4,078,621.67**	**$ 3,738,156.50**	**$ 268,699.81**	**$ 362,129.94**

KOLTERLAND

Contractor Agreement

Effective Date:	October 13, 2024		
Owner:	**Full Legal Company Name:** CRE-KL Seminole Woods Owner LLC		
	Address: 14025 Riveredge Drive, Suite 175		**Phone:** 813-615-1244
	City: Tampa		**Fax:** 813-615-1461
	State: FL	**Zip:** 33637	**Email:** hkiernan@kolter.com
	Authorized Representative: Haley Kiernan		**Cell Phone:** 386-383-4052
Contractor:	**Full Legal Company Name: JW Site Development Inc.**		
	Vendor Number: Click here to enter text.		
	Contractor State License No.: CUC1225585 (Active - exp 08/31/2024)		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: 61-1720455		
	Address: 1050 W HYW 100 (PO Box 817)		**Phone:** 386-283-0133
	City: Bunnell		**Fax:**
	State: Florida	**Zip:** 32110	**Email:** austin@jwsitedevelopment.com
	Authorized Representative: Josh White		**Cell Phone:** Click here to enter text.
Project:	Seminole Palms Amenity		
Project HOA Entity:	**Full Legal Company Name:** Click here to enter text.		
Project Location:	**County:** Flagler	**State:** Florida	**Zip:** Click here to enter text.

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

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

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

See Schedule "1" for All Plans Specifications

Purpose of Agreement.

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

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

2. Agreement Documents.

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

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

3. Ordering Process.

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

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

3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, **"Contractor's Agents"**); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.

3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.

3.4 During the term of this Agreement, Owner may make available to Contractor: (a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, email and/or by or through any other media or mode of communication selected by Owner.

3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.

3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.

3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

4. Initiation of Work.

4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.

4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.

4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

(a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;

(b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;

(c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);

(d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and

(e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

5. Performance and Progress of Work.

5.1 The Contractor has prepared and provided a Construction Schedule (the "Schedule) (**Exhibit I**) for the Project. The Schedule includes a "Substantial Completion" date for these improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damages Amounts as outlined in Section 5.10.

The Schedule also include a "Final Completion" date for the improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damage Amounts as outlined in Section 5.10.

5.2 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

5.3 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.

5.4 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.

5.5 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 12.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by

Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.

5.6 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

5.7 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.

5.8 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.

5.9 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction

Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

(a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

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

5.10 Should Contractor fail to perform any of its obligations as provided in this Section 5, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. Owner & Contractor can agree upon an early completion bonus or acceleration bonus should the need arise or delays incurred. If agreed upon, the Contractor will submit a change order for approval to the Owner. The following additional Liquidated Damage Amounts shall also apply to the following events:

(a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be $500.00 per day.

(b) Should Contractor fail to perform as outlined in this section 5, the Liquidated Damage Amount shall be $500.00 per day.

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

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

6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.

6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.

6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.

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

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

7. Quality, Inspection and Correction of Work.

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

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

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

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the

jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

8. Labor Matters.

8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.

8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.

9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.

9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.

9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.

9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

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

10. Storm Water Management.

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

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

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any

corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

10.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

10.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

11. Liens/Waiver of Liens

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

11.2 Failure to comply with the requirements of Section 11.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title

of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.

11.3 If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.

11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.

11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

(a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.

(b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

12. Warranties; Warranty Work and Performance Standards.

12.1 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.

12.2 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The

warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.

12.3 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

12.4 If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

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

14. **Relationship Management.**

14.1 Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.

14.2 Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

14.3 Contractor shall maintain electronic communications with Owner via e-mail. .

14.4 Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any

shop drawings, as–built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.

14.5 Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

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

15. Goals, Continuous Improvement and Quality.

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

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

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

16. Prices and Payment.

16.1 Contractor will perform the Work for a lump sum amount of ***SIX HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED THIRTY-FOUR AND 49/100 Dollars ($614,734.49).*** **THIS IS A LUMP SUM CONTRACT.** The Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.

16.2 Owner shall designate the methodology for payment to Contractor.

(a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Contractor also understands and agrees that Materials that are stored, but not incorporated into the Work are not to be billed until such Materials are incorporated into the Work. Owner is not responsible to pay Contractor for stored Materials.

(b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.

(c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contactor at the time of final payment.

16.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.

16.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.

16.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.

16.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.

16.7 Contractor shall not delay and/or stop any Work by reason of Owner' failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.

16.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.

16.9 If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.

16.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.

16.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.

16.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturers and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

16.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.

16.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.

16.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.

16.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.

17. Inspections and Reviews. Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

18. Indemnification.

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

18.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.

18.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.

18.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge

and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

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

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

(a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.

(b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.

(c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

19.2 Miscellaneous Insurance Provisions.

(a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

(b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.

(c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

19.3 Compliance with this Section.

(a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be

entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of $500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

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

21. Term and Termination.

21.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

21.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

21.3 Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

21.4 Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:

(a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;

(b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;

(c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;

(d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;

(e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

21.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.

21.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.

21.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever

method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

21.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.

22. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

23. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.

24. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.

25. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.

26. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.

27. **General Terms.**

27.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.

27.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.

27.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this

Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.

27.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.

27.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

27.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.

27.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall affect the other provisions of this Agreement.

27.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.

27.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

27.10 **Neither party may assign this Agreement,** in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

27.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT

27.12 Choice of Law, Arbitration and Venue

a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association

("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.

b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.

c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.

e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.

f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.

g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

h) Discovery in any arbitration hereunder shall be limited to the following:

   i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;

   ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;

   iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;

   iv. The deposition of any experts that intend to testify at the arbitration hearing;

   v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide

a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;

vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and

vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.

i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

AGREED AND ACCEPTED:

Owner: CRE-KL SEMINOLE WOODS LLC

By: _____
(signature)

Name: James P. Harvey
(printed)

Title: Authorized Signatory

Date: _____

Contractor: JW SITE DEVELOPMENT, INC.

By: _____
(signature)

Name: Austin Schatz
(printed)

Title: Vice President

Date: 01/02/24

Exhibit A

TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.

JW Site Development Inc.

Seminole Palms Amenity Center - Palm Coast

Per drawings dated: Feburary 2, 2024

09/02/24

Phase 1

1	Mobilization	1,500.00
2	Construction Entrance	4,500.00
3	Inlet Protection (see sheet C2.1) - 3 each	1,350.00
4	Silt Fence (double row on wetlands) - 2780 lf	5,560.00
5	Earthwork	80,954.00
6	Storm Drain System	126,445.36
7	Sanitary Sewer System	63,981.91
8	Water Distribution System	38,940.37
9	Fire Water System	55,982.75
10	12" Stabilized Subbase - Asphalt - 2858 sy	9,431.40
11	6" Limerock Base - 2775 sy	42,957.00
12	1.5" Type SP 9.5 Asphalt - 2,755 sy	47,110.50
13	4" 4000 PSI Sidewalks - 7810 sf	50,745.48
14	Type D Curbing - 1110 lf	23,615.25
15	2' Miami Curbing - 92 lf	3,226.90
16	4" 4000 PSI Mail Kiosk - 1068 sf	6,939.33
17	Handicap Ramps - 420 sf	2,728.95
18	ADA Surface Mats - 100 sf	3,105.00
19	Retaining Wall - 86LF	24,918.75
20	Striping & Signage	6,808.75
21	Surveying	22,575.00
22	MOT	3,500.00
	Phase 1 Total	**626,876.69**

Add Alternate	
Alternate HDPE in Lieu of RCP	-12,142.20
Add Alternate/Discount Total	**-12,142.20**
Project Total with Alternate/Discount	614,734.49

Notes/Exclusions:

On site water source to be supplied by owner/contractor

Maintenance of traffic is proposed utilizing standard FDOT Indexes per the provided plans. Should the governing authority require implementation of TCP's other than the proposed standard indexes, it may require additional costs.

Permit by others

Landscape and Irrigation Excluded.

Nighttime Work Excluded. Construction Proposed During Normal Working Hours.

Grading for concrete is +/- one tenth.

Gopher Turtle relocation excluded.

P&P Bond is excluded unless otherwise noted. Pricing is available.

Bahia Sod Excluded. Assumed by landscaper

Import Fill excluded. None anticipated

Building pad concrete Excluded.

Pool and pool deck excluded. Mass grading included.

Conservation signage excluded.

NPDES permits are excluded.

Density Testing Excluded. By Owner. Pricing available

All Items rather than those explicitly listed above are excluded

Proposals are good for 30 days from the date stated above.

Underground Utilities:

1. Permits or Fees Excluded.
2. Unsuitable Material Removal or Replacement Excluded.
3. Yard Drains Proposed as 12" tops and fittings. Nyloplast catch basins excluded.
4. Drainage Piping will be tested by lamping only, if any other testing is required, it will be at an additional cost.
5. Roof Drain System Excluded. None shown. Pricing available if plan changes. Pool Drainage and deck drainage excluded.
6. Unit prices will be honored for 30 days from the date of this proposal, market increases may apply thereafter.
7. Water connections assumed as a stub out. Any wet taps excluded. Road borings for reuse excluded. (assumed stubbed out)
8. All grades will be completed to whiin +/- 0.10' of proposed finished elevations.
9. Sanitary Sewer Connections assumed as stub out per plans.
10. Bonds, if applicable, are not included in this propsal and will require additional costs.
11. Acceptance of this proposal acknowledges that JW site must abide by the Florida Sunshine locate laws, which can take up to 72 hours before JW can mobilize to the site to begin this scope of work.
12. All other items rather than those explicitly listed above are excluded.

Work to Include:

Furnish and install (1) Segmental Retaining Wall with gray colored units and caps as per plan sheet C5.0 dated REV2 02/02/24
Filter fabric, geogrid reinforcement as needed, recycled aggregate for leveling pad and drainage composite.
Excavation of leveling pad/footer area only, rough grading (final grading by others).
Placement and compaction of client supplied backfill material.
Signed & Sealed engineered drawings depicting section details and assuming water is directed away from wall.
Proposal is based on (1) mobilization. Additional mobilizations may be subject to a $2,500.00 charge per mobilization.
The below listed prices can only be held for 30 days from date of proposal. Please contact the above representative before contract execution.

Work to Exclude:

Permits, as-builts, bonds, fees, testing, layout, backfill material, soils report, erosion control.
Bulk excavation (1.0' below BOW grade and reinforcement zone).
OCIP, CCIP, Certified Payroll, Davis Bacon, HUD, FHA mandated projects (Additional fees will be applied).
Global stability analysis or rapid draw down design (if applicable), final EOR certification letter.
Handrail and grout reinforcement excluded. Not listed
Dewatering, drain pipes/outlets at base of wall, rip rap and/or scour protection.
Location of all utilities and trash and wood pallets to be disposed onsite in dumpster provided by others.

Exhibit B

GENERAL CONDITIONS

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

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

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

1. General.

A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.

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

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

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

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

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

C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.

D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.

E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.

G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back

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

H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).

I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.

J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.

K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.

L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or

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

M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor $100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.

N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**

O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.

P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.

a. Contractor's personnel shall not remove protective devices (if applicable).
b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite

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

R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.

S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.

T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor $200 per occurrence for violations of this pet policy.

V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts.

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

W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.

X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

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

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

B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.

C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:

a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
c. Contractor will assist Owner in complying with the OSHA Regulations.
d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the

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

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

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

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

E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

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

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

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

Exhibit C

SITE SAFETY RULES

Contractor agrees as follows:

1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.

2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.

3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.

4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).

5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.

6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

7) Contractor shall participate in Owner's safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.

8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.

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

Exhibit D

EMERGENCY ACTION PLAN

SEE ATTACHED. **(N/A)**

Exhibit E

INSURANCE REQUIREMENTS

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

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement ("**Agreement**") by and between CRE-KL Seminole Woods LLC ("**Owner**") and JW Site Development, Inc. ("**Contractor**") all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

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

Evidence of Insurance Required:

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

The Certificate holders must be:

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

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

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

(a) Premises or ongoing operations;

(b) Products and completed operations, which shall:

i. cover materials designed, furnished and/or modified in any way by Contractor;

ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and

iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;

(c) Vandalism and malicious mischief;

(d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;

(e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;

(f) Independent Contractors;

(g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;

(h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and

(i) Per Project General Aggregate (ISO form CG2503 or equivalent).

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

AUTOMOBILE INSURANCE

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

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

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

(a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.

(b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).

(c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

(d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.

(e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

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

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

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

(a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;

(b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;

(c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.

(d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners' insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"

(e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

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

(i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and

(ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.

(f) Contractor's CGL policy contains contractual liability coverage;

(g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;

(h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and

(i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)
COMMERCIAL GENERAL LIABILITY
27.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR

CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

27.15 Kolter Group Acquisitions LLC &
27.16 CRE-KL Seminole Woods LLC

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

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

CRE-KL Seminole Woods LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

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

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

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

JW SITE DEVELOPMENT, INC.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

BY: _____
PRINT: _____
COMMISSION #: _____

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

Exhibit G
FINAL WAIVER AND RELEASE OF LIEN

CRE-KL Seminole Woods LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

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

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

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

JW SITE DEVELOPMENT, INC.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

BY: _____
PRINT: _____
COMMISSION #: _____

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

Exhibit H
NOTES and ADDITIONAL UNDERSTANDINGS

SEE EXHIBIT "A"

If there is a discrepancy between the terms, conditions or requirements outlined in this Schedule and elsewhere in the Agreement or other exhibits or schedules, the terms, conditions, or requirements in this Agreement shall control.

SCHEDULE 1

KOLTER

Check Request

CRE-KL Seminole Woods Owner LLC

Vendor Name	**JW Site Development, Inc.**
Vendor Code	**JWSIDE**
Invoice #	**3495/APP6**
Invoice Date	**6/30/2025**
APPLY TO PO #	**3495**
Special Handling Instructions:	
Additional Information	

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4278		$ 13,360.00	$ 1,336.00	$ 12,024.00
	Total This Draw	**$ 13,360.00**	**$ 1,336.00**	**$ 12,024.00**

PAY THIS AMOUNT

Prepared by: Alexandra Linares **Date:** 07/02/25

Approved by: Haley Kiernan

	Paid			
	Payment Amount	**LandDev Retention**	**Total Retention**	**Total Payment**
App #1	21,374.85	2,137.49	2,137.49	19,237.37
App #2	141,393.81	14,139.38	14,139.38	127,254.43
App #3	253,878.48	25,387.85	25,387.85	228,490.63
App #4	105,242.19	10,524.22	10,524.22	94,717.97
App #5	42,720.64	4,272.06	4,272.06	38,448.58
App #6	13,360.00	1,336.00	1,336.00	12,024.00
App #7			-	-
App #8			-	-
App #9			-	-
App #10				
	577,969.97	**57,797.00**	**57,797.00**	**520,172.97**

SUBCONTRACTOR'S APPLICATION FOR PAYMENT
Schedule of Values Continuation Sheet Attached

Submit Invoices To:

Contractor: CRE-KL Seminole Woods Owner LLC

Project: Amenity Center

Contract #: 3495

Subcontractor:

JW Site Development Inc.

PO Box 817

Bunnell, FL 32110

Application # 6

Application Date: 6/25/25

Period through: 6/30/25

Application is made for payment, as shown below, in connection with the Subcontract Agreement.

1 Original Subcontract Agreement Amount	$614,734.49
2 Net Change by Change Orders (Approved and executed)	$12,598.68
3 Subcontract Sum To Date **(Line 1 + Line 2)**	$627,333.17
4 Total Completed To Date **(Total Column G)**	$577,969.97
5 Less Retainage 10% **(Column I)**	$57,797.00
6 Total Earned less Retainage To Date **(Column G - Column I)**	$520,172.97
7 Less Previous Applications for Payment **(Column D - 10% Retainage)**	$508,148.97
8 **Current Payment Due** **(Column E - 10% and Line 6 - Line 7)**	**$12,024.00**
9 Balance to Finish, including retainage **(Line 3 - Line 6) (Note: #7 + #8 + #9 = Contract Amount)**	$107,160.20

The undersigned Subcontractor certifies that 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 Subcontractor for Work for which previous Applications for Payment were issued and payments received, and that the Current Payment shown herein is now due.
The undersigned, conditioned only upon receipt of the Current Payment Due identified above, hereby waives and releases its lien and right to claim a lien or advance a bond or any contract claim whatsoever, for labor, services, or materials furnished through the Application Date identified above, against the project listed above.
This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

SUBCONTRACTOR:

Signature

By: Austin Schatz - Vice President Date: 6/25/25
Printed Name & Title

STATE OF Florida

COUNTY OF Flagler

CARA A. BRAMMER
MY COMMISSION # HH 117513
EXPIRES: June 26, 2025
Bonded Thru Notary Public Underwriters

The foregoing instrument was acknowledged before me this 25rd day of June, 2025 by Austin Schatz,

who is personally known to me or has provided identification.

Cara A. Brammer

Amenity Center

APPLICATION NO.: 6
APPLICATION DATE: 6/25/25
PERIOD TO: 6/30/25
ARCHITECT'S PROJECT NO.:

SCHEDULE OF VALUES
APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Subcontractor's signed Certifications is attached as cover sheet

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	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
	Site Work								
1	Mobilization	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$150.00
2	Construction Entrance - 2 each	$4,500.00	$4,500.00	$0.00		$4,500.00	100.00%	$0.00	$450.00
3	Inlet Protection (see sheet C2.1) - 3 each	$1,350.00	$1,350.00	$0.00		$1,350.00	100.00%	$0.00	$135.00
4	Silt Fence (double row on wetlands) - 2780 lf	$5,560.00	$5,000.00	$560.00		$5,560.00	100.00%	$0.00	$556.00
5	Earthwork	$80,954.00	$76,072.40	$2,000.00		$78,072.40	96.44%	$2,881.60	$7,807.24
6	Storm Drain System	$114,303.16	$112,000.00	$1,500.00		$113,500.00	99.30%	$803.16	$11,350.00
7	Sanitary Sewer System	$63,981.91	$63,026.91	$0.00		$63,026.91	98.51%	$955.00	$6,302.69
8	Water Distribution System	$38,940.37	$37,064.00	$1,000.00		$38,064.00	97.75%	$876.37	$3,806.40
9	Fire Water System	$55,982.75	$53,390.40	$2,000.00		$55,390.40	98.94%	$592.35	$5,539.04
10	12" Stabilized Subbase - Asphalt - 2858 sy	$9,431.40	$9,431.40	$0.00		$9,431.40	100.00%	$0.00	$943.14
11	6" Limerock Base - 2775 sy	$42,957.00	$42,957.00	$0.00		$42,957.00	100.00%	$0.00	$4,295.70
12	1.5" Type SP 9.5 Asphalt - 2,755 sy	$47,110.50	$47,110.50	$0.00		$47,110.50	100.00%	$0.00	$4,711.05
13	4" 4000 PSI Sidewalks - 7810 sf	$50,745.48	$36,289.50	$3,800.00		$40,089.50	79.00%	$10,655.98	$4,008.95
14	Type D Curbing - 1110 lf	$23,615.25	$23,615.25	$0.00		$23,615.25	100.00%	$0.00	$2,361.53
15	2' Miami Curbing - 92 lf	$3,226.90	$3,226.90	$0.00		$3,226.90	100.00%	$0.00	$322.69
16	4" 4000 PSI Mail Kiosk - 1068 sf	$6,939.33	$6,939.33	$0.00		$6,939.33	100.00%	$0.00	$693.93
17	Handicap Ramps - 420 sf	$2,728.95	$2,728.95	$0.00		$2,728.95	100.00%	$0.00	$272.90
18	ADA Surface Mats - 100 sf	$3,105.00	$0.00	$0.00		$0.00	0.00%	$3,105.00	$0.00
19	Retaining Wall - 86LF	$24,918.75	$0.00	$0.00		$0.00	0.00%	$24,918.75	$0.00
20	Striping & Signage	$6,808.75	$6,808.75	$0.00		$6,808.75	100.00%	$0.00	$680.88
21	Surveying	$22,575.00	$15,500.00	$2,500.00		$18,000.00	79.73%	$4,575.00	$1,800.00
22	MOT	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$350.00
	Contract Total	**$614,734.49**	**$552,011.29**	**$13,360.00**	**$0.00**	**$565,371.29**		**$49,363.20**	**$56,537.13**
	Change Orders								
	Change Order #1 - Revise Storm Box Lid, Additional Sewer, Regrade	$12,598.68	$12,598.68	0		$12,598.68	100.00%	$0.00	$1,259.87
	Change Order Total	***$12,598.68***	***$12,598.68***	***$0.00***	***$0.00***	***$12,598.68***		***$0.00***	***$1,259.87***
	Project Total	**$627,333.17**	**$564,609.97**	**$13,360.00**	**$0.00**	**$577,969.97**		**$49,363.20**	**$57,797.00**

Current Due $ 12,024.00

Balance To Finish $ 107,160.20

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

CRE-KL Seminole Woods LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of $ 12,024.00, paid by CRE-KL Seminole Woods LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Seminole Palms according to the plat thereof on file in the office of the Clerk of the Court in and for Flagler County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

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

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 25 day of June 2025.

JW SITE DEVELOPMENT, INC.

BY: _____

PRINT: Austin Schatz

TITLE: Vice President

STATE OF Florida
COUNTY OF Flagler

The foregoing was acknowledged before me by [X] physical presence or [ ] online notarization this 25th day of June, 2025, by Austin Schatz, as Vice-President of JW Site Dev Inc a Florida corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

CARA A. BRAMMER
MY COMMISSION # HH 117513
EXPIRES: June 26, 2025
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

BY: _____

PRINT: Cara A. Brammer

COMMISSION #: HH 117513

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

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials, furnished through **May 31, 2025** to **JW Site Development, Inc.** on the job of **Seminole Palms Townhomes** to the following described property:

3301 Seminole Woods Blvd.

DATED on May 27, 2025

Company Name: **4C's Trucking and Excavation**

Signature: _____

Print Name: Chelsea Herbert

Title: President

State of **Florida**

County of **Flagler**

The foregoing instrument was acknowledged before me this **27th** day of **May 2025**, by **Chelsea Herbert**, who is personally known to me or who has produced _____ as identification and who did take an oath.

My Commission Expires:

Notary Signature: _____

Printed Notary Name:

Jaelyn Lawrence

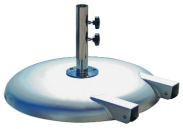
JAELYN LAWRENCE
Notary Public - State of Florida
Commission # HH 634317
My Comm. Expires Feb 2, 2029
Bonded through National Notary Assn.

ADMIRAL FURNITURE

Company Address	707 SW 20th Street Ocala, FL 34471 US	Quote #	A-54688-H-00005608
		Created Date	1/21/2026
Opportunity Owner	BOBBY VILLELLA		
Prepared By	BOBBY VILLELLA		
Email	bobbyv@admiralfurniture.com		
Bill To	KOLTERLAND	Ship To	SEMINOLE PALMS AMENITY CENTER
Bill to Address	14025 RIVEREDGE DR STE 175 TAMPA, FL 33637-2001 US	Ship to Address	10 MICANOPY DRIVE PALM COAST, FL 32164 US
Bill to Contact Name and Phone	BILL GALIOTO 727.514.6415	Ship to Contact Name and Phone	BILL GALIOTO 727.514.6415
Bill to Email	landinvoices@brookfieldkolter.com		
Payment Terms	NET 30 DAYS	FOB Point	ORIGIN
		Carrier	WHITE GLOVE
		Date Scheduled	3/25/2026

Product	Product Image	Quote Line Item Details	Price	Quantity	Total Price	Line Item Description
WHITE GLOVE SERVICE		WHITE GLOVE STORAGE/DELIVERY/SETUP	$2,250.00	1.00	$2,250.00	
71110SL		RELAXED SLING DINING CHAIR	$227.89	28.00	$6,380.89	FRAME: 221 BLACK, SLING: TAUPE TWEED
42205SL		RELAXED SLING CHAISE LOUNGE WITH ARMS	$379.92	24.00	$9,118.01	FRAME: 221 BLACK, SLING: TAUPE TWEED
53939ALH-BO		39" SQUARE ALUMINUM DINING TABLE - BOARDWALK PATTERN WITH HOLE	$571.01	7.00	$3,997.10	FRAME: 221 BLACK

ADMIRAL FURNITURE

51818ALN-BO		18" SQUARE ALUMINUM COCKTAIL TABLE - BOARDWALK PATTERN NO HOLE	$225.48	12.00	$2,705.72	FRAME: 221 BLACK
FR845FM-C		7.5 FT FIBERGLASS MARKET UMBRELLA - PULLEY LIFT - GRADE C	$577.73	7.00	$4,044.10	FRAME: ONYX, CANOPY: CABANA CLASSIC 58030
FR100ASR-P		100LB FREE STANDING ALUMINUM UMBRELLA BASE - WITH WHEELS - PREFILLED	$355.26	7.00	$2,486.80	FRAME: 221 BLACK
5180AL-WITH-BON		ALUMINUM 32 GALLON TRASH CAN WITH RAIN BONNET	$1,015.84	3.00	$3,047.52	FRAME: 221 BLACK
5180AL-WITH-LID		ALUMINUM STRAP 32 GALLON TRASH SLEEVE	$805.27	1.00	$805.27	FRAME: 221 BLACK
DISCOUNT		DISCOUNT	-$1,739.27	1.00	-$1,739.27	ADDITIONAL DISCOUNT
SHIPPING - NT		SHIPPING (NON TAX)	$1,798.13	1.00	$1,798.13	

Subtotal	$34,894.26
Sales Tax	$2,316.74
Total	$37,211.00

ORDER NOTES AND INSTRUCTIONS

ADMIRAL
FURNITURE

ACCEPTANCE OF TERMS

Approved By: _____ **Date:** _____

By signing this quotation, you agree to our TERMS AND CONDITIONS below. Please verify billing and shipping addresses, quantities, model number and color selections.

A/P Contact: _____ **Email:** _____ **Phone:** _____

TERMS AND CONDITIONS

Pricing: Pricing is only guaranteed for 30 days. Please consult your sales representative for updated quotes. Payment terms as noted above. We accept payments via ACH, check/money order and most major credit cards. All furniture remains the property of Admiral Furniture LLC until the invoice is paid in full.

Returns/Cancellations: No returns accepted without written authorization in advance and return freight prepaid. No cancellations accepted without written notice from purchaser within one (1) business day of purchase. Restocking charges apply.

Freight: All products are shipped FOB / Factory. Freight rates quoted are for curbside delivery only. Inside delivery and lift gate charges are additional. Purchaser must note any damage or missing items on the freight bill upon delivery and contact the seller within three (3) business days.

FREIGHT AND SALES TAX ARE ESTIMATES ONLY AND MAY BE SUBJECT TO CHANGE BASED ON FINAL DESTINATION AND DATE OF SHIPMENT. ADDITIONAL FREIGHT OR SALES TAX ARE THE RESPONSIBILITY OF THE PURCHASER AND SUBJECT TO CURRENT PAYMENT TERMS.

ADMIRAL FURNITURE

Approved 3/27/26
B.G.

Invoice

Date	Invoice #
3/24/2026	A-154688

REMIT TO:
Admiral Furniture
707 SW 20th Street
Ocala, FL 34471

www.admiralfurniture.com Phone # 800-999-2589

Bill To	Ship To
KOLTERLAND 14025 RIVEREDGE DR STE 175 TAMPA, FL 33637-2001	SEMINOLE PALMS AMENITY CENTER 10 MICANOPY DRIVE PALM COAST, FL 32164

S.O. No.	P.O. No.	CARRIER/ TRACKING	Terms	Rep	ACFQ Number
A-54688-H	4308	ADMIRAL WHITE GLOVE	Net 30	BV-H	A-54688-H

Item	Description	Backord...	Invoiced	Rate	Amount
WHITEGLOVE	DELIVERY, UNLOAD, UNPACK AND SET UP FURNITURE. ALL TRASH TO BE REMOVED. *NOT RESPONSIBLE FOR REMOVABLE OF EXISTING FURNITURE.		1	2,250.00	2,250.00T
FB_Item	71110SL - RELAXED SLING DINING CHAIR - Note: FRAME: 221 BLACK, SLING: TAUPE TWEED		28	227.88895	6,380.89T
FB_Item	42205SL - RELAXED SLING CHAISE LOUNGE WITH ARMS - Note: FRAME: 221 BLACK, SLING: TAUPE TWEED		24	379.9171	9,118.01T
FB_Item	53939ALH-BO - 39" SQUARE ALUMINUM DINING TABLE - BOARDWALK PATTERN WITH HOLE - Note: FRAME: 221 BLACK		7	571.0143	3,997.10T
FB_Item	51818ALN-BO - 18" SQUARE ALUMINUM COCKTAIL TABLE - BOARDWALK PATTERN NO HOLE - Note: FRAME: 221 BLACK		12	225.47668	2,705.72T
FB_Item	FR845FM-C - 7.5 FT FIBERGLASS MARKET UMBRELLA - PULLEY LIFT - GRADE C - Note: FRAME: ONYX, CANOPY: CABANA CLASSIC 58030		7	577.72857	4,044.10T
FB_Item	FR100ASR-P - 100LB FREE STANDING ALUMINUM UMBRELLA BASE - WITH WHEELS - PREFILLED - Note: FRAME: 221 BLACK		7	355.25715	2,486.80T

Project Name & Phase:	CRE-KL Seminole Woods Owner, LLC
Community #:	4278
PO #:	4308
Activity Code:	62005
Resource Description:	Amenity Sitework
Notes:	Amenity 1
lbarrett@brookfieldkolter.com Press	02/03/2026

Sub-Total	
Total	
Payments/Credits	
Balance Due	

ADMIRAL FURNITURE

REMIT TO:
Admiral Furniture
707 SW 20th Street
Ocala, FL 34471

www.admiralfurniture.com Phone # 800-999-2589

Invoice

Date	Invoice #
3/24/2026	A-154688

Bill To	Ship To
KOLTERLAND 14025 RIVEREDGE DR STE 175 TAMPA, FL 33637-2001	SEMINOLE PALMS AMENITY CENTER 10 MICANOPY DRIVE PALM COAST, FL 32164

S.O. No.	P.O. No.	CARRIER/ TRACKING	Terms	Rep	ACFQ Number
A-54688-H	4308	ADMIRAL WHITE GLOVE	Net 30	BV-H	A-54688-H

Item	Description	Backord...	Invoiced	Rate	Amount
FB_Item	5180AL-WITH-BON - ALUMINUM 32 GALLON TRASH CAN WITH RAIN BONNET - Note: FRAME: 221 BLACK		3	1,015.84001	3,047.52T
FB_Item	5180AL-WITH-LID - ALUMINUM STRAP 32 GALLON TRASH SLEEVE - Note: FRAME: 221 BLACK		1	805.27001	805.27T
	Subtotal				34,835.41
DISCOUNT -STD	ADDITIONAL DISCOUNT			-1,739.27	-1,739.27
	Subtotal				33,096.14
FREIGHT - SO	FREIGHT		1	1,798.13	1,798.13
	Total AvaTax - Tax line value imported from AvaTax.			2,316.74	2,316.74
	Select this as a transaction's tax to use AvaTax			0.00%	0.00

Buyer shall pay interest @ 18% per annum on past due amounts & collection costs.
Venue: Marion CNTY FL
Payment of sales/use tax due is buyer's responsibility.

Terms & Conditions:
Terms: Unless otherwise stated above. Check in full with order or 50% deposit balance due before shipping. (Fla Residents must include sales tax) We accept most major credit cards.
Returns: No returns accepted without written authorization in advance and return freight prepaid. All furniture remains the property of Admiral until invoice is paid in full. Restocking charges may apply.
Freight: All products are shipped F.O.B. Factory via common carrier. Please obtain shipping charges from your sales rep. Freight rates quoted are for curbside delivery only. Inside delivery and lift gates are additional. Customer must note damage to cartons on the freight bill upon delivery.

Sub-Total	$37,211.01
Total	$37,211.01
Payments/Credits	$0.00
Balance Due	$37,211.01

KOLTER LAND LLC CONTRACT

THIS AGREEMENT ("Agreement") made as of the 11th day of March, 2025 between CRE-KL Seminole Woods Owner LLC ("Kolter") and SSS Down to Earth OPCO, LLC dba Down To Earth ("Subcontractor") for the following Seminole Palms – Amenity Center ("Project"). Kolter and Subcontractor agree as follows:

ARTICLE 1 – THE CONTRACT DOCUMENTS

The Subcontractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

1. This Agreement;
2. Exhibit A: Plans and Specifications;
3. Written Order for Changes in the Work per this Agreement and fully signed by Kolter (Change Orders);and
4. All other documents identified in writing by Kolter and Subcontractor as follows: (if blank, then no additional documents).

ARTICLE 2 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Subcontractor to substantially complete the Work. Time is of the essence for this Agreement and all Contract Documents.

§ 2.2 Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement)

§ 2.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Subcontractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work on or before **December 22, 2025.**

ARTICLE 3 – CONTRACT SUM

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

$201,803.44

ARTICLE 4 – PAYMENTS

Based on Subcontractor's Application for Payment, Kolter shall pay the Subcontractor, in accordance with Article 12.

ARTICLE 5 – INSURANCE

§ 5.1 The Subcontractor shall maintain the following types and limits of insurance until the expiration of the statute of limitations/repose period for the Work, subject to the terms and conditions set forth in this Section 5.1. Subcontractor must furnish Kolter with Certificates of Insurance reflecting coverage as described below before starting any Work, giving evidence that Subcontractor is carrying all of the following insurance:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence basis, with policy limits of not less than ($ a) each occurrence, ($ b) general aggregate, and ($ c) aggregate for products-completed operations hazard.

(a) $1,000,000 (b) $2,000,000 (c) $2,000,000

Such policy shall include:

(a) Subcontractor's Premises and Operations.
(b) Subcontractor's Products and Completed Operations
(c) Vandalism and malicious mischief to include materials stored on site but not incorporated into the Work
(d) Contractual liability insuring the obligations assumed by Subcontractor in this Agreement.

(e) explosion, collapse and underground hazards; and
(f) personal injury liability

Except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Subcontractor's work under this Agreement.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Subcontractor, with policy limits of not less than ($ d) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

$1,000,000

§ 5.1.3 The Subcontractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Professional Liability coverage of $1,000,000, if Subcontractor is providing professional services.

§ 5.1.6 Other Insurance Provided by the Subcontractor
(List below any other insurance coverage to be provided by the Subcontractor and any applicable limits.)

Coverage Limits

§ 5.2 Subcontractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Subcontractor's obligations under Section 8.12.

§ 5.3 Prior to commencement of the Work, Subcontractor will submit certificates indicating the types and amounts of insurance coverage at least 7 days before the Subcontractor is to commence work, if such certificates are not available upon execution of this Agreement. No certificate shall be acceptable to Kolter unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within 30 days prior written notice to Kolter. A certificate reciting that the carrier or agent will endeavor to notify Kolter is unacceptable. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in Florida and shall have a Best's rating of at least A or better.

§ 5.4 Unless specifically precluded by Kolter's insurance policy, Kolter and Subcontractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the DP (defined below), DP's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.5 Additional Insured Endorsement: the insurance required by Subcontractor pursuant to this Agreement shall include a provision and/or endorsement naming Kolter, the Project owner(s), and their respective direct and indirect owners, parent companies, affiliates, subsidiaries, officers, members, managers, partners, directors, agents and employees (collectively, "Kolter Insureds") as additional insureds with respect to liabilities arising out of Subcontractor's performance of the work under this Agreement and shall be primary and noncontributory. This

Additional Insured requirement is a material term of this Subcontract and a condition precedent to Subcontractor performing any Work for the Project. Subcontractor's failure to have Kolter added as an Additional Insured on Subcontractor's insurance policies affording Kolter the same coverage and defense obligations as provided to Subcontractor under such insurance shall be immediate cause for termination of Subcontractor by Kolter. In case of any conflict or inconsistency between any insurance coverage terms, provisions or requirements contained in this Agreement and any insurance coverage terms, provisions and/or requirements in any Additional Insured Endorsement, the terms, provisions and/or requirements of this Agreement shall govern and control.

§ 5.6 Subcontractor shall require the same insurance coverage required of Subcontractor from any subcontractors and/or sub-subcontractors performing any portion of Subcontractor's work. Notwithstanding anything to the contrary herein contained, Subcontractor waives all rights of subrogation, indemnity and contribution against Kolter Insureds.

§ 5.7 In the event that Subcontractor is unable or unwilling to obtain the insurance coverages as required herein, then such event shall be immediate cause for termination of Subcontractor by Kolter.

ARTICLE 6 – GENERAL PROVISIONS

§ 6.1 The Contract

The Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided by the Subcontractor to fulfill the Subcontractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Subcontractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Drawings, Specifications, and Other Documents

Documents prepared by the architects, engineers and/or other design professionals (collectively, "DP") are instruments of the DP's service and for use solely with respect to this Project. The DP shall retain all common law, statutory, and other reserved rights, including the copyrights. The Subcontractor, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other projects or for additions to this Project outside the scope of the Work without the specific written consent of the applicable DP.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email to their respective email address as set forth below.

Counsel for the parties are authorized to provide notices on behalf of their client. Notice shall be deemed to have been given upon sending the email to the appropriate address as set forth below.

ARTICLE 7 – KOLTER

§ 7.1 Kolter's Right to Stop the Work

Kolter shall have the sole and exclusive authority to reject work of the Subcontractor that does not, in Kolter's sole opinion and/or judgement, meet the requirements set forth in the Contract Documents. If the Subcontractor fails to correct Work which is not in accordance with the Contract Documents, Kolter may direct the Subcontractor in writing to stop the Work until the correction is made. Failure to begin correcting defective work within 48 hours' written notice to Subcontractor and/or failure to fully correct defective work in a prompt, professional, workmanlike manner shall subject Subcontractor to termination for cause by Kolter.

§ 7.2 Kolter's Right to Carry Out the Work
If the Subcontractor breaches or neglects to carry out the Work in accordance with the Contract Documents and fails to correct the Work after the notice provided pursuant to either §7.1 above or 13.3 below, Kolter may, without prejudice to other remedies, correct such deficiencies. In such case, Kolter may withhold or nullify an Application for Payment (see Article 12) in whole or in part, to the extent it deems necessary to reimburse Kolter for damages and/or expenses, including the cost of correction of such Work in accordance with section 13.3 below.

§ 7.3 Kolter's Right to Perform Construction and to Award Separate Contracts
§ 7.3.1 Kolter reserves the right to perform construction or operations related to the Project with Kolter's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.3.2 The Subcontractor shall coordinate and cooperate with Kolter's own forces and separate subcontractors employed by Kolter.

§ 7.4 Kolter's Right to Remedies
All provisions of this Agreement shall be cumulative and are not to be construed to limit any other rights or remedies of Kolter at law or in equity including, without limitation, the right to recover additional costs or damages incurred as a result of Subcontractor's breach. Kolter shall be entitled to deduct (which may be effectuated by offsets, back charges and/or otherwise) from monies owed or to be owed to Subcontractor for any costs, damages, expenses and/or liabilities resulting from Subcontractor's breach.

ARTICLE 8 – SUBCONTRACTOR
§ 8.1 Review of Contract Documents and Field Conditions by Subcontractor
§ 8.1.1 Execution of the Agreement by the Subcontractor is a representation that the Subcontractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Subcontractor shall carefully study and compare the Contract Documents with each other and with knowledge gathered by Subcontractor's own investigation pursuant to §8.1.1. Before commencing activities, the Subcontractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Subcontractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions directly to Kolter and the DP.

§8.1.3 Prior to starting work on any surface and/or areas of Subcontractor's Work, Subcontractor represents and warrants to Kolter that it has inspected said surface and/or area and that the surface and/or area is in a condition acceptable to receive Subcontractor's work. Starting Subcontractor's Work by Subcontractor on a surface and/or area constitutes acceptance of the surface and/or area in its then condition. Subcontractor hereby waives any and all claims associated with all surfaces and/or areas receiving Subcontractor's Work as not being acceptable to Subcontractor.

§ 8.2 Subcontractor's Construction Schedule
The Subcontractor, promptly after being awarded the Agreement, shall prepare and submit for Kolter's inspection a construction schedule for the Work. Subcontractor shall not start the Work without written approval by Kolter of the Subcontractor's construction schedule.

§ 8.3 Supervision and Construction Procedures
§ 8.3.1 The Subcontractor shall supervise and direct the Work using the Subcontractor's best skill and attention. The Subcontractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Subcontractor, as soon as practicable after award of the Agreement, shall furnish in writing to Kolter the names of subcontractors, sub-subcontractors and/or suppliers for each portion of the Work. The Subcontractor shall not contract or use any subcontractor, sub-subcontractor or supplier to whom Kolter has made a timely objection.

§8.4 Labor and Materials

§ 8.4.1 Subcontractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, and such obligation shall not be predicated upon receipt of payment from Kolter. Subcontractor represents and warrants that it has sufficient financial means to satisfy all of its obligations under this Agreement.

§ 8.4.2 The Subcontractor shall enforce strict discipline and good order among the Subcontractor's employees and all other persons carrying out the Work. The Subcontractor agrees that it shall not permit unfit persons, or persons not skilled in tasks assigned to them, to enter the job site.

§ 8.5 Warranty

The Subcontractor warrants to Kolter that: (1) materials and equipment furnished under the Agreement will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects of any kind whatsoever and that all Work hereunder shall meet and/or exceed all applicable industry standards and Florida Building Codes in effect at the time of performing the Work; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of Kolter, or shall be transferable to Kolter, and shall commence in accordance with Section 12.5. It is a material term to this Agreement that all Work by Subcontractor be performed in accordance with the Contract Documents, all applicable industry standards and building codes applicable to Subcontractor's Work and that acceptance by Kolter of any/all Work by Subcontractor shall not act as a waiver of this requirement, as such acceptance by Kolter is not a representation to the Subcontractor by Kolter that the Work was performed in accordance with the Contract Documents, industry standards and/or in compliance with Florida Building Codes. Kolter specifically relies upon Subcontractor to perform the Work in accordance with the Contract Documents, industry standards and all applicable Florida Building Codes.

§ 8.6 Taxes

The Subcontractor shall pay sales, consumer, use, and similar taxes that are legally required when the Agreement is executed.

§ 8.7 Permits, Fees, and Notices

§ 8.7.1 The Subcontractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Subcontractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Subcontractor performs Work knowing it to be contrary to and/or noncompliant with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders or public authorities, the Subcontractor shall assume full responsibility for such Work and shall bear the attributable costs. The Subcontractor shall promptly notify Kolter in writing of any known inconsistencies in the Contract Documents with applicable laws, statutes, ordinances, codes, rules, and/or regulations.

§ 8.8 Submittals

The Subcontractor shall promptly review, approve in writing, and submit to Kolter: shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents until approved by Kolter in writing.

§ 8.9 Use of Site

The Subcontractor shall confine operations at the site to performance of the Work and to areas permitted by law, ordinances, permits, the Contract Documents, and Kolter.

§ 8.10 Cutting and Patching
The Subcontractor shall be responsible for any cutting, fitting, and/or patching required to complete the Work and/or to make its parts fit together properly.

§ 8.11 Cleaning Up
The Subcontractor shall, at all times, keep the premises and surrounding areas free from debris and trash related to the Work. At the completion of the Work, the Subcontractor shall remove its tools, construction equipment, machinery, and surplus material, and shall properly dispose of waste materials.

§8.12 Indemnification
§8.12.1 Subcontractor hereby agrees to indemnify, defend and hold harmless Kolter, the Project owner(s), and their respective direct and indirect owners, parent companies, affiliates, subsidiaries, officers, members, managers, partners, directors, agents, assigns, invitees and employees (collectively, the "Kolter Indemnified Parties") from and against any and all claims and demands of any nature whatsoever (including, consequential damage, loss of profits and damage to property of Kolter and/or Project owner(s)) for damages arising out of injury to, or death of, any persons whatsoever and/or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of Subcontractor, its agents, assigns, invitees, employees, sub-subcontractors, materialmen, suppliers, laborers and/or any other person directly or indirectly employed and/or acting by, through or under them, or any of them. Subcontractor shall defend all suits and/or claims brought against any one or more Kolter Indemnified Parties at its expense on account of any claim or loss REGARDLESS OF THE CAUSE OF SUCH ACTIONS AND REGARDLESS OF ANY NEGLIGENCE ON THE PART OF KOLTER (except gross negligence). Subcontractor shall reimburse Kolter for any expense, including reasonable attorney and paraprofessional fees at trial and appellate levels sustained by Kolter by reason of such claims made that in any way relate to Subcontractor's Work, including, but not limited to all consultant costs. Without limiting the foregoing, Subcontractor shall defend all types of suits and/or claims brought against Kolter Indemnified Parties including, but not limited to, job accidents brought about by the alleged negligence or willful acts of Subcontractor's sub-subcontractors, suppliers and/or laborers. The indemnification obligation of Subcontractor shall include any and all claims and demands whatsoever (including, but not limited to, consequential damage, loss of profits and damage to property of Kolter and/or Project owner(s)) alleged to arise out of Subcontractor's Work and/or services. Subcontractor further agrees to indemnify, defend, and hold Kolter Indemnified Parties harmless from any claims of defective work performed by Subcontractor, it agents, assigns, invitees, employees, sub-subcontractors, materialmen, suppliers, laborers and/or any other person directly or indirectly employed and/or acting by, through or under them, or any of them, including any obligations Kolter and/or Project owner(s) may have to subsequent purchasers for any alleged defects in the Work, together with any consequential damages that may result therefrom.

§8.12.2 Subcontractor's obligations hereunder shall not be limited by the provisions of any Workers' Compensation or similar statute.

§8.12.3 Kolter reserves the right to defend any or all indemnified parties including Kolter's surety and itself. Such election to defend by Kolter shall not in any way limit the Subcontractor's responsibility to indemnify and hold harmless as provided herein. Kolter must consent to counsel chosen for defense.

§8.12.4 It is the intent of the parties to this Agreement that the foregoing Indemnification obligations of Subcontractor comply with Florida Statute §725.06 and that the monetary limitation on the extent of the indemnification provided herein shall not be less than $1 million per occurrence and that the monetary limitation for the indemnification on the extent of the indemnification shall be equal to the aggregate limit of the commercial general liability insurance required per this Agreement and that said amount is agreed between the parties to bear a reasonable commercial relationship to this Agreement and this Section 8.12 of this Agreement is part of the project specifications and/or bid documents for this Agreement.

§8.13 Guarantee

§8.13.1 The Subcontractor agrees to remedy promptly, at its expense and to the satisfaction of Kolter and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Subcontractor, its sub-subcontractors and/or its suppliers) which appear within three years following final approval and acceptance of the work by Kolter. If applicable, the guarantees and warranties of the Subcontractor shall further be extended until the greater of the expiration of the statute of limitations/repose period for the Work or as otherwise established by statute, rule or regulation.

§8.13.2 In addition to the foregoing, and not by way of limitation thereof, the Subcontractor agrees to repair or replace, to the satisfaction of Kolter, and all governmental bodies and agencies having jurisdiction, any of his work and materials, any work and/or materials of others, which is damaged as a result of improper or defective work or materials furnished by Subcontractor, or those working under Subcontractor.

ARTICLE 9 PROTECTION OF PERSONS AND/OR PROPERTY

The Subcontractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Agreement. The Subcontractor shall take reasonable precautions to prevent damage, injury, or loss to all persons directly or indirectly employed and/or acting by, through or under them, any other persons who may be affected thereby and/or by the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Subcontractor shall promptly remedy damage and loss to property caused in whole or in part by the Subcontractor, or by anyone for whose acts the Subcontractor may be liable.

ARTICLE 10 – CHANGES IN THE WORK

§ 10.1 Kolter may at any time by written order, and without notice to the Subcontractor's sureties, if any, make changes in, additions to, and/or omissions from the Work to be performed under this Agreement. The Subcontractor shall promptly proceed with the performance of the written change order. Changes not authorized in writing and not approved by Kolter ***will not be considered.*** This provision may not be waived. Should there be a waiver, it must be in writing and supported by consideration and approved by Kolter. Waiver of any item hereunder shall not be construed to require any subsequent waiver. To the extent that Kolter and Subcontractor cannot agree to a price term and/or additional time with respect to changed work hereunder, Subcontractor shall still be obligated to proceed with the changed work to maintain the project schedule and Kolter and Subcontractor shall work together to agree on price and time while (and after) Subcontractor proceeds with the changed work. Any additional work called for by such change order shall be part of the Work of this Agreement.

§ 10.2 Kolter may authorize or order minor changes in the Work that are consistent with the scope of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on Kolter and Subcontractor. The Subcontractor shall proceed with such minor changes promptly.

ARTICLE 11 – TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence.

§11.2 Subcontractor expressly agrees not to make, and hereby waives, any and all claims for damages, including those resulting from increased labor or material costs, on account of any delay, hinderance and/or obstruction for any cause whatsoever, whether foreseen or not foreseeable and whether or not anticipated, and agrees that the sole right and remedy therefore shall be an extension of time. This waiver is an essential term of the Agreement.

ARTICLE 12 – PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments approved by Kolter in writing, is the total amount payable by Kolter to the Subcontractor for performance of the Work under the Contract Documents.

§12.2 Applications for Payment

§12.2.1 Subcontractor shall submit to Kolter an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application for Payment shall be supported by data substantiating the Subcontractor's right to payment as Kolter may reasonably require, such as evidence of payments made to, and waivers of liens from, sub-subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by Kolter in writing, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed in writing. Applications for Payment must be submitted by Subcontractor within 30 days of its completion of the Work, or applicable portion thereof. Applications for Payment received more than 90 days after completion of the Work, or applicable portion thereof, shall be null and void, Kolter shall not be liable for any amounts associated with the Work and/or portion thereof represented by such delinquent invoices, and Subcontractor hereby expressly waives its right to receive any payments in connection with any such delinquent invoices.

§12.2.2 The Subcontractor represents and warrants that title to all Work covered by an Application for Payment will pass to Kolter no later than the time of payment. The Subcontractor further represents and warrants that upon submittal of an Application for Payment, all Work performed on or before such date shall be free and clear of liens, claims, security interests and/or other encumbrances.

§12.3 Payment

§12.3.1 Kolter will, within thirty days after receipt of the Subcontractor's Application for Payment, either (1) issue payment to Subcontractor; or (2) issue payment to Subcontractor for such amounts Kolter determines is properly due and notify Subcontractor of the reasons for withholding payment in part; or (3) withhold payment in full and notify Subcontractor of the reasons for withholding payment in full.

§12.3.2 The Subcontractor shall promptly pay each sub-subcontractor and supplier, upon receipt of payment from Kolter, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§12.3.3 Kolter shall NOT have responsibility for payments to sub-subcontractors or suppliers.

§12.3.4 Payment by Kolter shall NOT constitute approval by Kolter that the Work has been performed by Subcontractor in compliance with industry standards, Florida Building Codes or the Contract Documents.

§12.5 Substantial Completion

§12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so Kolter can occupy and/or utilize the Work for its intended use.

§12.5.2 When the Subcontractor believes that the Work is substantially complete, Subcontractor will notify Kolter in writing and Kolter will inspect the Work to determine whether the Work is substantially complete. This inspection shall NOT constitute approval by Kolter that the Work has been performed by Subcontractor in compliance with industry standards, Florida Building Codes or the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.

§12.6 Final Completion and Final Payment

§12.6.1 Final payment shall not become due until the Subcontractor submits to Kolter data and documentation substantiating the payment or satisfaction of all obligations arising from or relating to the Work and/or Agreement as Kolter may reasonably require, such as evidence of payments made to, and releases and waivers of liens from, sub-subcontractors and suppliers.

§12.6.2 Acceptance of final payment by the Subcontractor shall constitute a waiver of all claims by the Subcontractor, and Subcontractor waives all claims and demands for any additional amounts for any reason whatsoever by acceptance of final payment.

ARTICLE 13 CORRECTION OF WORK

§13.1 Kolter shall have the exclusive right to reject Work performed by Subcontractor that Kolter has determined does not meet the Contract Documents, industry standards and/or Florida Building Codes. The Subcontractor shall promptly correct Work rejected by Kolter as failing to conform to the requirements of the Contract Documents, industry standards and/or Florida Building Codes. The Subcontractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§13.2 In addition to the Subcontractor's other obligations, including warranties under the Agreement, the Subcontractor shall, for a period of one year after Substantial Completion, correct Work not conforming to the requirements of the Contract Documents.

§13.3 Should the Subcontractor:

- **a.** Fail to correct, replace and/or re-execute rejected Work and/or materials under this Agreement;
- **b.** Fail to complete or diligently proceed with the Work required under this Agreement within the Project schedule;
- **c.** Fail to correct and/or repair any damage to Work caused by Subcontractor or Subcontractor's failure to protect the Work or the work of others;
- **d.** Fail to provide safe and sufficient facilities, orderly premises, and the cleanup of the Work as required under this Agreement;
- **e.** Not be able to proceed with the Work because of any action or omission taken by Subcontractor; or
- **f.** Fail or refuse to properly perform or abide by any other forms, covenants, conditions or provisions contained in the Contract Documents;

Then Kolter, upon forty-eight (48) hours' notice to Subcontractor, shall have to right to declare Subcontractor in breach and, among all other available remedies, Kolter shall have the right to perform corrective action in accordance with Section 7.2 of this Agreement. In any case where Kolter is required to furnish any labor, materials, equipment or other items which Subcontractor is obligated to perform under this Agreement, Kolter shall be entitled to recover from Subcontractor, in addition to costs actually incurred, all costs for overhead and profit.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§14.1 Assignment of Contract

Subcontractor shall not assign the Agreement without written consent of Kolter, which may be withheld in its sole and absolute discretion.

§14.2 Tests and Inspections

At the appropriate times, the Subcontractor shall arrange and bear the cost of all tests, inspections and/or approvals of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful order of public authorities.

§14.3 Governing Law

The Agreement shall be governed by the laws of the State of Florida.

§14.4 Attorney Fees

In any legal proceeding that in any way involves the Work under this Agreement and/or any legal proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses, including reasonable attorneys fees and costs of in-house and outside counsel, at all judicial levels, from the non-prevailing party, in addition to any other relief granted.

§14.5 Entire Agreement
This Agreement supersedes any and all other understandings and agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and this Agreement constitutes the sole and only agreement between the parties with respect to the subject matter hereof. In case of any conflict or inconsistency between any terms, provisions or requirements contained in this Agreement and any terms, provisions and/or requirements in any exhibit hereto, the terms, provisions and/or requirements of this Agreement shall govern and control over any exhibit. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement or promise not contained in this Agreement shall be valid or binding or of any force or effect. All prior negotiations are merged into this Agreement.

§14.6 Headings
The headings and sub-headings are to aid only in navigating the Agreement and shall not be used to interpret, expand, modify, explain or limit any of the provisions of this Agreement.

§14.7 Objective Construction and Due Diligence
This Agreement reflects the negotiated agreement of the parties, each given sufficient time to review and be represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Additionally, the Subcontractor represents that prior to submitting Subcontractor's proposal, that Subcontractor has carefully examined all of the Contract Documents; examined the site and all other conditions relevant to the Work; and made all investigations necessary and appropriate to obtain full understanding of the difficulties which might be encountered in performing the Work.

§14.8 Severability
Should any provision of this Agreement be held or declared to be void or illegal for any reason, all other provisions of this Agreement shall nevertheless remain in full force and effect.

§14.9 Interpretation
If the Subcontractor is an individual, all words in this Agreement referring to the Subcontractor shall be read as though written in the applicable gender.

§14.10 Waiver
The failure of either party to insist, in any one or more instances, upon the performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of such term as respects further performance.

§14.11 Jurisdiction / Venue / Alternative Dispute Resolution
§14.11.1 Subject to §14.11.2 below, each of the parties agrees that the exclusive venue to any judicial action (e.g., to enforce an arbitral award) that arises out of or that otherwise relates to this Agreement shall lie exclusively in the Circuit Court of Palm Beach County, Florida and/or the Federal District Court for the Southern District of Florida. Each of the parties irrevocably waives any objection that it may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

§14.11.2 Except as set forth below, all actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Kolter and Subcontractor arising out of or related to this Agreement, the Contract Documents, the Project and/or the Work shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce this §14.11.2 as written, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce this §14.11.2 as written. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege

recognized by law and will take reasonable steps to protect all confidential or proprietary information. The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration (as determined by the arbitrator) shall be entitled to recover as part of the final award all reasonable attorneys' fees and costs, including fees for expert witnesses, incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate. This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16). References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances. The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages and/or any other damages waived or prohibited under the terms of this Agreement.

Notwithstanding anything to the contrary in this Agreement or the Contract Documents, this arbitration provision shall not apply to any matter or Dispute arising out of or related to a lawsuit or Dispute against Kolter, the Project owner(s) and/or any other Kolter Insureds which relates to, arises from and/or is connected in any way to the Work. In such event, Kolter, the Project owner(s) and/or any other Kolter Insureds may, in their sole discretion, litigate their Disputes by way of cross claims, third-party claims, separate action or otherwise.

§14.12 JURY WAIVER

IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING THAT ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

ARTICLE 15 TERMINATION OF THE CONTRACT

§15.1 Termination by the Subcontractor

If the Work is stopped for a period of 20 business days through no fault of the Subcontractor, the Subcontractor may, upon seven additional days' written notice to Kolter, terminate the Agreement and recover from Kolter payment for Work completed.

§15.2 Termination by Kolter for Cause

Kolter may terminate the Contract if the Subcontractor:

1. in Kolter's sole opinion and/or judgment, refuses or fails to supply enough properly skilled workers and/or proper materials to maintain the current Project schedule;
2. fails to make payments to sub-subcontractors, suppliers and/or laborers in accordance with their respective agreements and/or this Agreement;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

4. otherwise breaches a provision of the Agreement and/or the Contract Documents.

Kolter shall notify Subcontractor in writing that Kolter is terminating the Agreement for cause and shall pay subcontractor for all Work completed to date of such notice, subject to any offsets, backcharges and/or supplementation charges attributable to Subcontractor, including, but not limited to, all delay costs, overhead and burden costs and all costs to complete the Work that exceed the remaining Agreement balance.

§15.3 Termination by Kolter for Convenience

Kolter may terminate this Agreement for its own convenience. Upon such termination, Kolter shall notify Subcontractor in writing that Kolter is exercising this right. Kolter shall be obligated, under such termination for convenience, to pay Subcontractor for all Work completed to date of such notice, subject to any offsets, backcharges and/or supplementation charges attributable to Subcontractor. A Termination for Cause, if wrongly done, shall be deemed a Termination for Convenience under this provision.

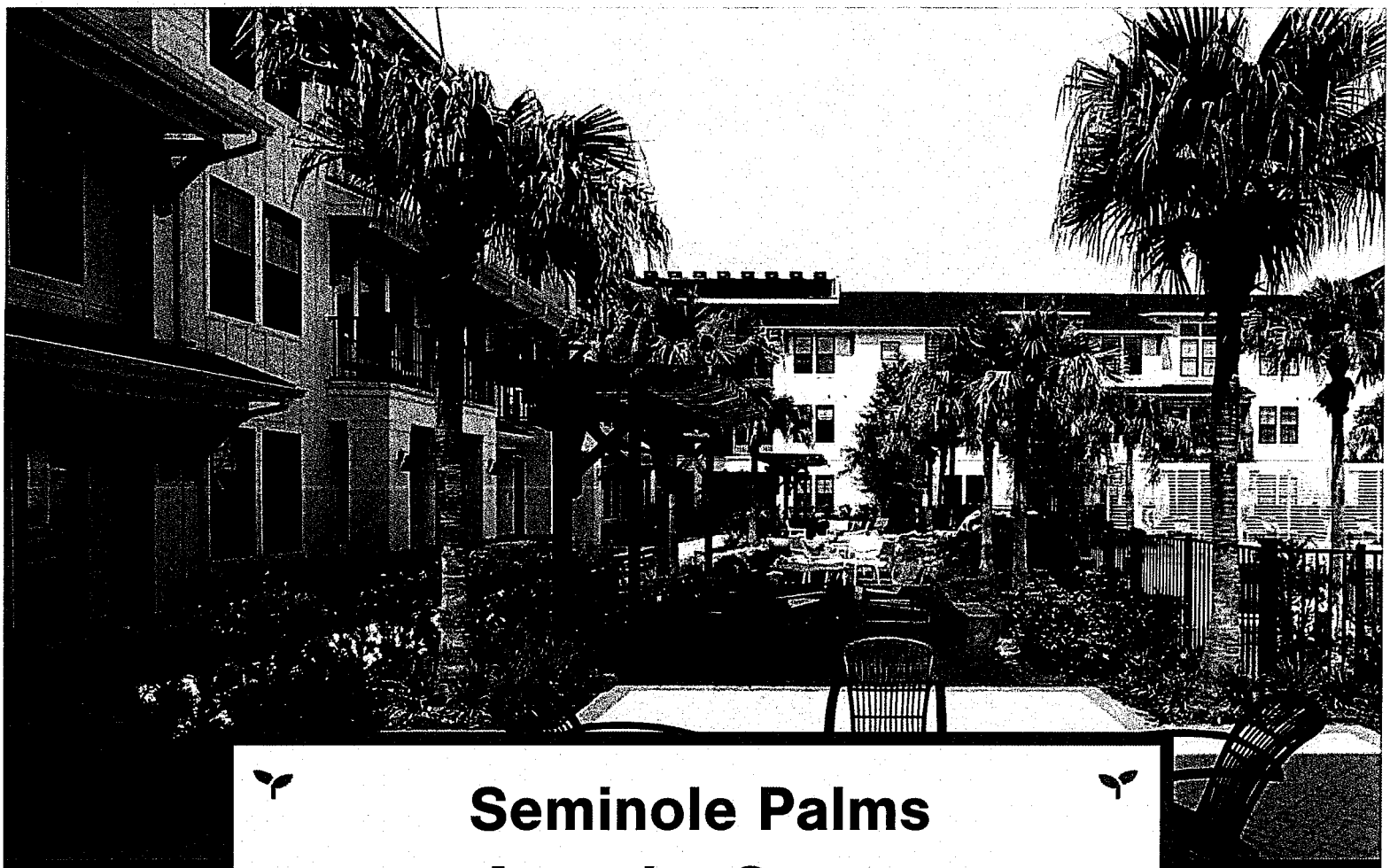
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first above written.

CRE-KL SEMINOLE WOODS OWNER LLC	**SSS Down to Earth OPCO, LLC dba Down to Earth**
By: _____	By: Keith A. O'Neil
Printed Name: James P. Harvey	Name: Keith A. O'Neil
Title: Authorized Signatory	Title: Florida Construction Manager

EXHIBIT "A"

DOWN TO EARTH
LANDSCAPE & IRRIGATION

KOLTER LAND



Seminole Palms Amenity Center

DOWN TO EARTH
LANDSCAPE & IRRIGATION

1/17/2025

RE: Seminole Palms Amenity Center Landscape and Irrigation Construction Proposal

Hello,

I personally want to thank you for considering Down To Earth to provide landscape and irrigation construction for this project. We are confident that the following information will help to make the best decision.

Down To Earth has been in business for more than 35 years and we pride ourselves on providing superior service that brings "Natural Joy" to our customers. We understand the high standards our customers require and constantly seek to be the "Service Provider of Choice" in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our ICARE values.

I	C	A	R	E
Integrity	**Care**	**Accountability**	**Relentlessness**	**Excellence**
We act with honesty, transparency, and reliability, always doing what is right for our customers, environment, and our team.	We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.	We meet our commitments to each other and to our valued customers and act if we fall short on expectations.	We are constant in our efforts to provide solutions to customers and satisfy their needs.	We strive to deliver best-in-class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you!

Respectfully,

Joshua Shirley
Construction Business Development
joshua.shirley@down2earthinc.com
407-310-3840



Company Overview

Down To Earth is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.

Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.





Our Goal

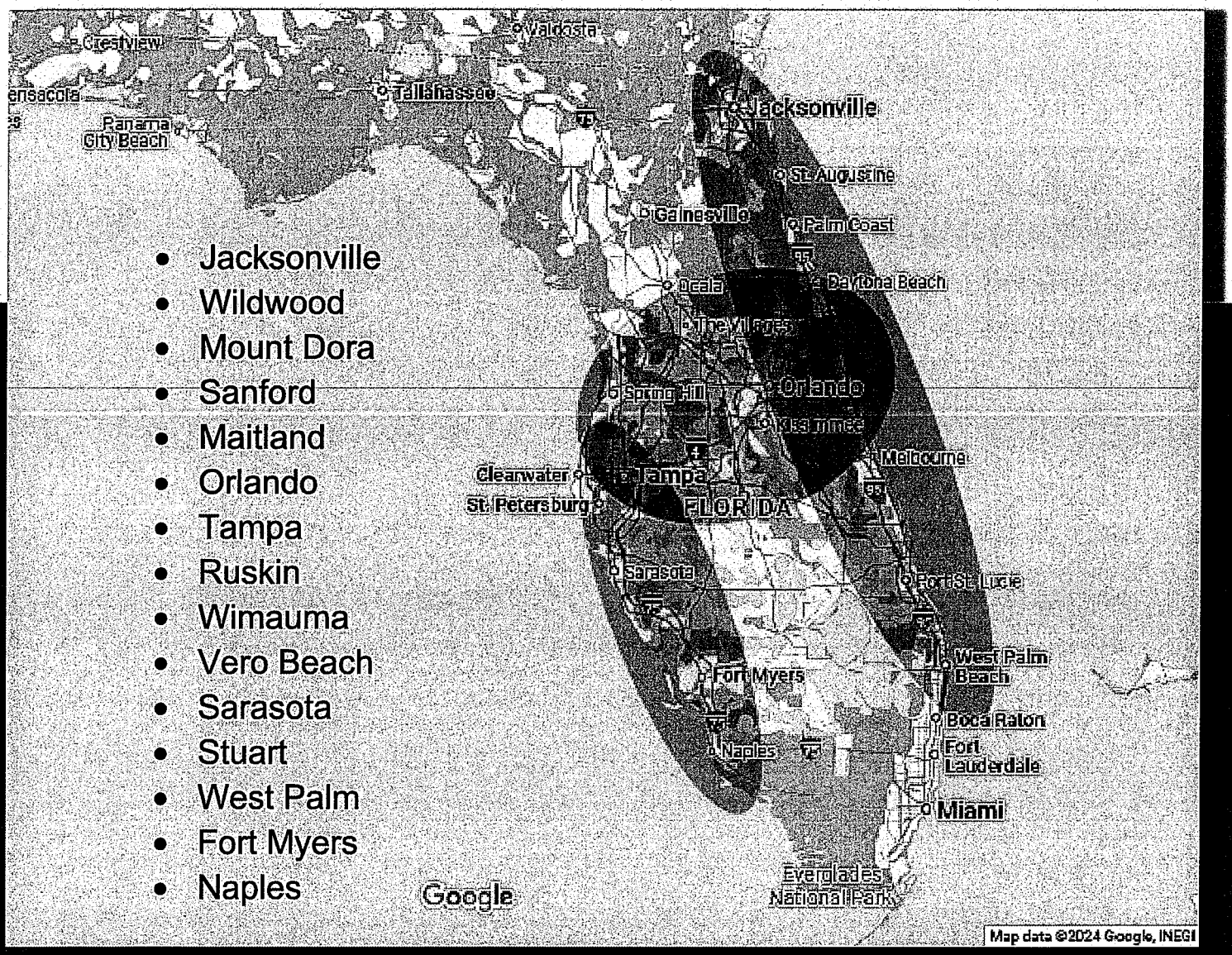
Our goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years:

*Surround yourself with great people that demonstrate **"ICARE"** values and offer a service that brings **"Natural Joy"** to our customers.*

Locations

*Down To Earth is continuously expanding across Florida, with **15 different branch locations.***

- Jacksonville
- Wildwood
- Mount Dora
- Sanford
- Maitland
- Orlando
- Tampa
- Ruskin
- Wimauma
- Vero Beach
- Sarasota
- Stuart
- West Palm
- Fort Myers
- Naples



COMPANY SAFETY PLAN

OUR NUMBER ONE PRIORITY



THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. All personnel wear the following necessary protective equipment during the performance of their duties:

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of- way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

HIRING PROGRAM

- Mandatory drug screening prior to employment – zero-tolerance policy.
- Each new employee must complete our "**Green Vest Training**" program that focuses on the safe operation of all equipment and machinery.

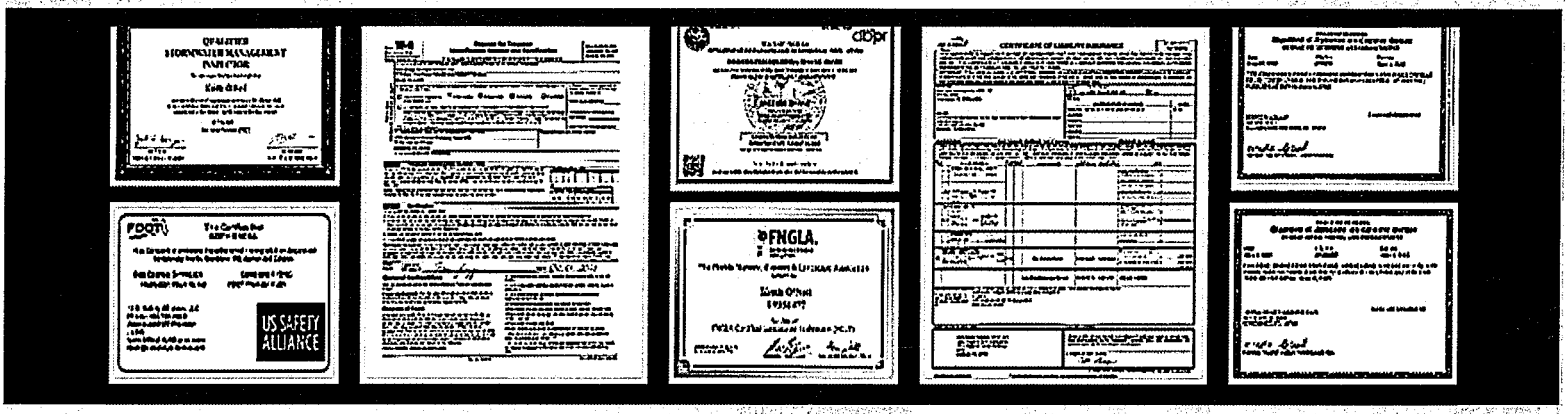
SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.

PREVENTIVE MAINTENANCE PROGRAM

- Participate in weekly "toolbox talks" to review the correct maintenance procedures and inspect current equipment.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

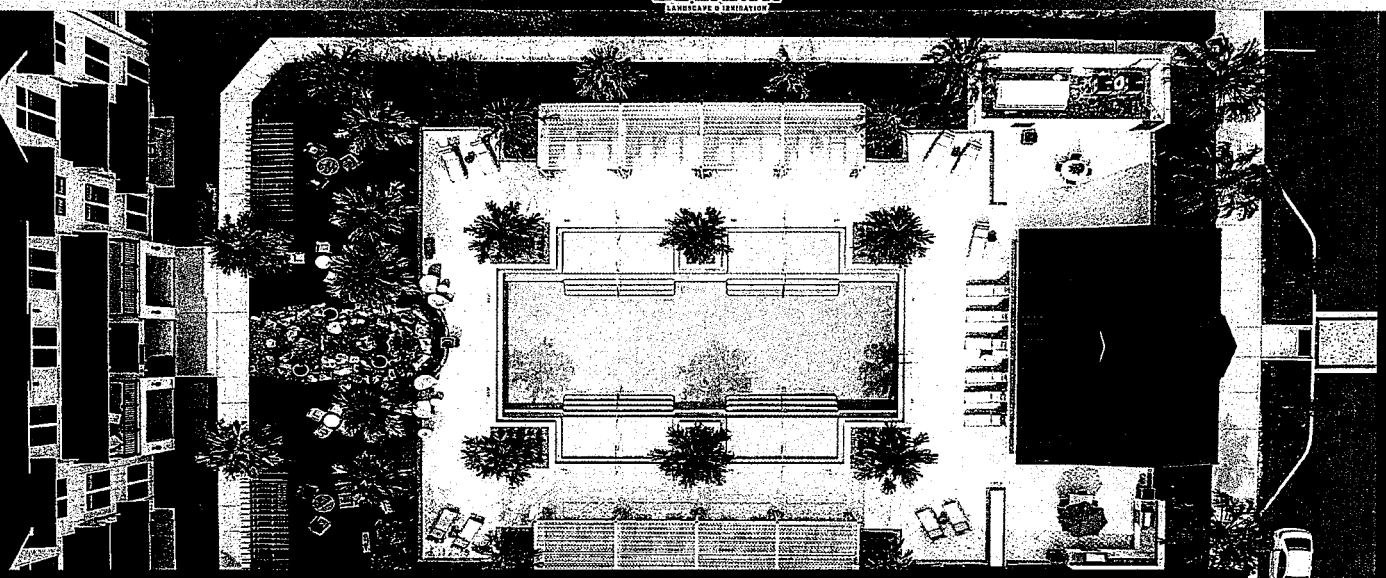
Licenses, Certifications, & Insurance Bonds



To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- **BMP Certified– Florida Green Industries**
- **Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration**
- **Florida Department of Agriculture and Consumer Services Certified Pest Control Operator**
- **Florida Department of Agriculture and Consumer Services Registered Pest Control Firm**
- **Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products**
- **Florida Nursery, Growers and Landscape Association (FNGLA) – Certified Horticulture Professional (FCHP)**
- **FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) – Florida Certified Landscape Contractor (FCLC)**
- **International Society of Arboriculture (ISA), Certified Arborist**
- **Rain Bird – Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2**

***All certificates & licenses are available upon request.**



CONSTRUCTION TEAM

WHO WE ARE AND WHAT MAKES US DIFFERENT

Down To Earth Construction Division is a premier, full-service landscape and irrigation installation company serving multiple regions across Florida and working within many industry markets. Our team can rival anyone with experience and knowledge. We are professional, transparent, and go above and beyond to be sure your project turns out how you expect it.

- Each project is estimated precisely to meet all specifications per plans (or include alternates) and provide accurate & current pricing
- Full takeoffs done to ensure bid is per plans
- Installation always includes top quality products and materials
- Our project team does whatever it takes to make your job easier

Industry Experience

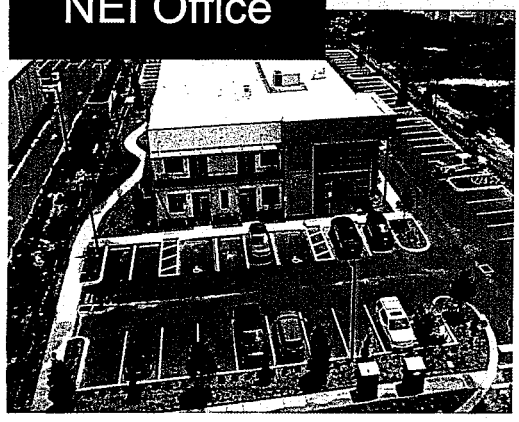
- Construction Director: 42 years
- Regional Managers: average 22 years
- Project Managers: average 13 years
- Crew Members: average 10 years with DTE

Proud & active members of:

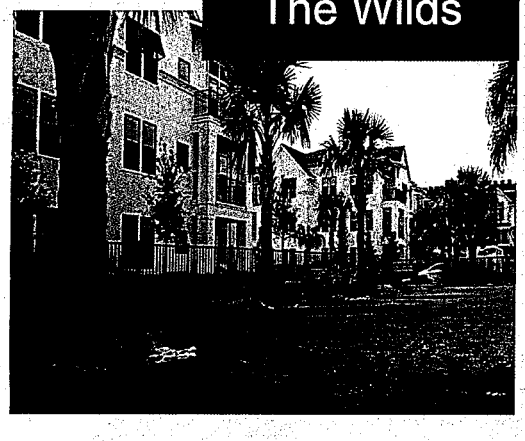
DOWN TO EARTH
LANDSCAPE & IRRIGATION

References

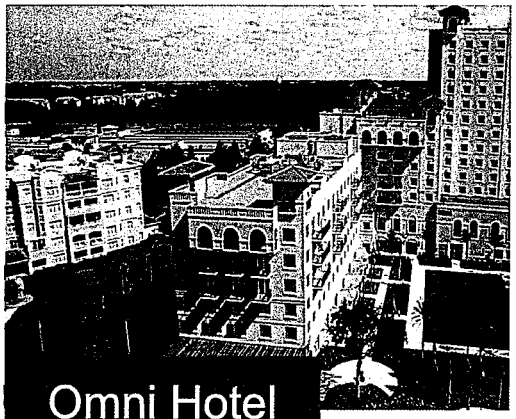
NEI Office



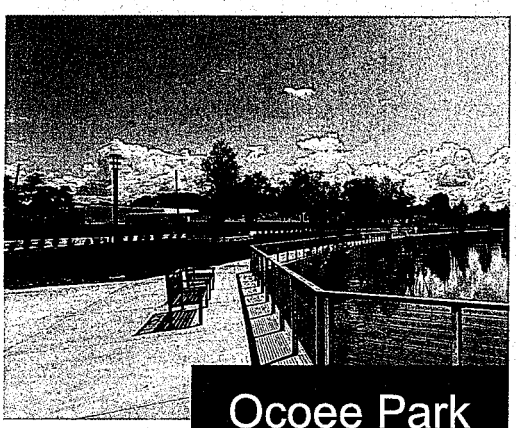
The Wilds



Omni Hotel



Ocoee Park



***Click on each photo to view footage of our previous projects.**

Estimate Details

Description of Services & Materials	Quantity	Rate	Amount
Irrigation			
Irrigation System Installation	1.00	$71,765.36	$71,765.36
		Subtotal	**$71,765.36**
Tree/Plant Installation			
Paurotis Palm OA, Native (Specify Height OA. - Single, Double, Triple) *****Priced as 10' OA height, multi-trunk**	8.00	$1,183.60	$9,468.80
Bismark Palm 10' CT *****Priced at 20' OA**	4.00	$2,242.96	$8,971.84
Sabal Palm 14' CT, Native	5.00	$457.13	$2,285.65
Silver Buttonwood 8' x 48", 2" Cal., Native *****Priced as 10-11' height, 2" Cal., Standard**	6.00	$551.86	$3,311.16
Southern Magnolia 'Ms. Chloe' 12-14' x 36", 3.5" Cal., Native *****Priced as 45 Gallon, 8-9' height, 2.5" Cal**	2.00	$647.37	$1,294.74
Imperial Bromeliad 15 Gallon, 24" x 24"	3.00	$225.05	$675.15
Black Beauty Ti Plant 7 Gallon, 36" Ht. *****Priced as Black Magic 7 Gallon**	22.00	$67.81	$1,491.82
Florida Anise 3 Gallon, Full, Native	49.00	$17.62	$863.38
Coontie 7 Gallon, Full, Native	64.00	$63.87	$4,087.68
African Iris 3 Gallon, 18-24"	259.00	$14.65	$3,794.35
Coontie 7 Gallon, Full, Native	50.00	$63.87	$3,193.50
Varigated Flax Lily 1 Gallon, 12-15" spd., Full	444.00	$6.61	$2,934.84
Aztec Grass 1 Gallon, Full	443.00	$6.71	$2,972.53
AR - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	3.00	$891.73	$2,675.19
QM - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	2.00	$891.73	$1,783.46
MGL - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	1.00	$891.73	$891.73
SP - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	11.00	$499.47	$5,494.17
ED2 - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	4.00	$900.99	$3,603.96
LIT - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	8.00	$900.99	$7,207.92
JIC - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	7.00	$148.24	$1,037.68
MFU - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	2.00	$900.99	$1,801.98
AR-B - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	5.00	$891.73	$4,458.65
WB - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	3.00	$1,276.65	$3,829.95
BNS2 - Not on Plant Schedule *****Price subject to change based on size & selection of material.**	2.00	$1,421.57	$2,843.14

Estimate Details

Description of Services & Materials	Quantity	Rate	Amount
Bm - Not on Plant Schedule ***Price subject to change based on size & selection of material.	205.00	$15.85	$3,249.25
Zf - Not on Plant Schedule ***Price subject to change based on size & selection of material.	272.00	$23.68	$6,440.96
Ixy - Not on Plant Schedule ***Price subject to change based on size & selection of material.	44.00	$15.85	$697.40
De - Not on Plant Schedule ***Price subject to change based on size & selection of material.	2.00	$64.59	$129.18
AF - Not on Plant Schedule ***Price subject to change based on size & selection of material.	329.00	$8.29	$2,727.41
Pb - Not on Plant Schedule ***Price subject to change based on size & selection of material.	98.00	$8.29	$812.42
Us - Not on Plant Schedule ***Price subject to change based on size & selection of material.	171.00	$8.29	$1,417.59
mcc - Not on Plant Schedule ***Price subject to change based on size & selection of material.	45.00	$8.29	$373.05
		Subtotal	**$96,820.53**
Mulch			
Pine Bark Mulch	112.00	$70.00	$7,840.00
		Subtotal	**$7,840.00**
Sod			
St. Augustine	46141.00	$0.55	$25,377.55
		Subtotal	**$25,377.55**
		Project Total	**$201,803.44**

Optional Services			
Backfill at Plant Pits - 50% Topsoil, 50% Existing	225.00	$80.00	$18,000.00
Fertilizer - 16-4-8 at Plant Pits	19.00	$97.00	$1,843.00
Fertilizer - Palm Special at Plant Pits	2.00	$115.00	$230.00
Fertilizer - Agriform Tablets at Plant Pits	9.00	$185.00	$1,665.00
Fertilizer - 16-4-8 at Sod	3.00	$97.00	$291.00
Root Barrier: UB 24-2	440.00	$18.00	$7,920.00
		Subtotal	**$29,949.00**

Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Invoices are Due Upon Receipt. Pricing on this proposal is good for 30 days from the date created. This proposal is subject to our Terms & Conditions at dtelandscape.com/terms-and-conditions.

The Subtotal of "Optional Services" above is not included in the "Project Total".Selection of any of the above "Optional Services" will add to the value of the "Project Total".

LANDSCAPE

Backfill for landscape material is bid as in place site soil. Any soil amendments or fertilizer required will be at additional cost to be determined based on soil test results.
Plant beds and soil to be free of weeds and debris including lime rock.
Grade to be received at +/- .10 of a foot to finish landscape grade
No import or export of soil included.
Plant material size specification may not correspond with the specified container size on the plant legend. Material pricing is based on the tree caliper or shrub container size specified. Some plants/trees may not meet the height/spread specification per the plant legend.
Tree protection barricades are not included in this proposal. Down to Earth is not responsible for damages caused by other trades.
Tree guying is included using Tree Frog Pro Series systems. Rubber hoses not included.
Lodge poles are included using Tree Frog nylon strapping. Rubber hoses not included.
Fertilizer and backfill is included per notes on L410, not per notes on L411

IRRIGATION

Electrical power to controller and final hook up by others.
Access to install irrigation sleeves prior to paving or pouring of concrete is required.
Water meter supplied and installed by others.
Control wire is bid as direct bury. No conduit is included.
Assuming connection to existing 2 wire system and controller from previous phases.
Mainline is not shown on plan, but has been included in estimate since this was not included in previous phases.

MAINTENANCE

Included in this proposal, DTE will take the burden for fully maintaining all plant material (including but not limited to pruning, watering, weeding, mowing, edging, string trimming, fertilizing, and pest prevention) during the duration of the project or phase. After the final walkthrough and sign off from contractor/owner, DTE Construction maintenance will no longer be responsible for maintaining the project or phase.
After completion of installation and final walkthrough, DTE can provide a separate proposal for "Regular Yearly Maintenance".
Maintenance proposal will not interfere with the installation contract or required warranty.

WARRANTY

All trees, palms, shrubs and plant material shall be warranted for the period of 1 year, starting after date of completion and acceptance of the project or phase. Final acceptance of all landscape and irrigation under contract shall constitute the beginning of guarantee period. Replacements will be in accordance with the drawings and specifications.
If client/owner chooses to use DTE "Regular Yearly Maintenance", DTE will extend the warranty of the plant material as long as DTE is maintaining the "property."

BID INFORMATION

Sheets: From Sheet L200 to Sheet L411
Aforementioned services are priced in reference to the following information.
Plans Dated: September 25, 2024
Job No: 2022.110

Proposed By:

Joshua Shirley — 01/16/2025
Down to Earth Landscape & Irrigation — Date

Agreed & Accepted By:

The Kolter Group, LLC. — Date



DOWN TO EARTH
LANDSCAPE & IRRIGATION

Thank You!

We look forward to working with your company.

SSS Down To Earth OPCO, LLC
Dba Down To Earth
500 Winderley Place, #222
Maitland, FL 32751
(321) 263-2700
dtelandscape.com

Purchase Order: 3695

KOLTER

PO Name: Down to Earth - Seminole Palms Amenity Center
Ordered: 5/7/2025
Revised: 4/21/2026

Community: CRE-KL Seminole Woods Owner LLC (4278)

Vendor: Down to Earth (DOTEAR)
500 Winderley Place, Ste. 222
MAITLAND, FL 32751
(p) (321) 263-2700

Notes:

Amenity 1

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	62005 Amenity Sitework - Amenity Design - Site Planning CO#1 - Adjust PO due to old CCS sheet rounding down.	1	$0.44	$0.44	$0.00
	0.00	LS	- Amenity Sitework Change Order 1	2	$50,932.35	$50,932.35	$0.00
	0.00	LS	- Amenity Sitework CO 2 - Down to Earth - Seminole Palms Amenity Center - CO 2	3	$3,711.50	$3,711.50	$0.00
	0.00	LS	- Amenity Sitework	0	$201,803.00	$201,803.00	$60,726.29

Payment Information

Draw **Draw Amounts**

Subtotal: $256,447.29
Total Tax: $0.00
Purchase Order Total: $256,447.29
Invoiced To Date: $60,726.29

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.

Project Name & Phase:	CRE-KL Seminole Woods Owner, LLC
Community #:	4278
PO #:	3695
Activity Code:	62005
Resource Description:	Amenity Sitework
Notes:	Amenity 1
lbarrett@brookfieldkolter.com	Press 04/21/2026

APPLICATION AND CERTIFICATE FOR PAYMENT

INVOICE

To (OWNER):
Kolter Land Group
105 Northeast 1st Street
Delray Beach, FL 33444

Project: Seminole Palms Amenity Center
Seminole Woods Blvd & Citation Blvd
Palm Coat, FL 32164

Application No: 2
Invoice No: 170249
Period To: 3/31/2026

Project No: 107075
Invoice Date: 03/18/26
Contract Date: 10/7/2025
PO: 3695

From: Down to Earth Landscape & Irrigation
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700 ext 5060

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with this Contract. Continuation sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	$0.00	$0.00
Approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net change by change orders	$0.00	

1. ORIGINAL CONTRACT SUM	$201,803.44
2. Net change by Change Orders	$0.00
3. CONTRACT SUM TO DATE (Line 1 +/ -2)	$201,803.44
4. TOTAL COMPLETED & STORED TO DATE	$201,803.44
5. RETAINAGE TO DATE 10.0000	$20,180.34
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$181,623.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$54,653.66
8. CURRENT PAYMENT DUE	$126,969.44
9. REMAINING BALANCE TO FINISH, PLUS RETAINAGE	$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by the 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: Down to Earth Landscape & Irrigation

By: Erin Coates Date: 05/01/2026

State of: Florida County of: Lake
Subscribed and sworn to before me this 1st day of May , 2026

Notary Public: Sandra Ketcher
My Commission expires:03/15/2030

Notary Public State of Florida
Sandra Ketcher
My Commission HH 779006
Expires 3/15/2030

OWNER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $126,969.44

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

OWNER:

By: Date:

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

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 PREV. APPLICATION (D + E)	THIS PERIOD					
1	CON007: Irrigation System Installation	$71,765.36	$40,000.00	$31,765.36	0.00	$71,765.36	100%	$0.00	$7,176.54
2	CON024: African Iris 3 Gallon, 18-24"	$3,794.35	$0.00	$3,794.35	0.00	$3,794.35	100%	$0.00	$379.44
3	CON024: Aztec Grass 1 Gallon, Full	$2,972.53	$0.00	$2,972.53	0.00	$2,972.53	100%	$0.00	$297.25
4	CON024: Bismark Palm 10' CT	$8,971.84	$8,971.84	$0.00	0.00	$8,971.84	100%	$0.00	$897.18
5	CON024: Black Beauty Ti Plant 7 Gallon, 36" Ht.	$1,491.82	$0.00	$1,491.82	0.00	$1,491.82	100%	$0.00	$149.18
6	CON024: Coontie 7 Gallon, Full, Native	$4,087.68	$0.00	$4,087.68	0.00	$4,087.68	100%	$0.00	$408.77
7	CON024: Coontie 7 Gallon, Full, Native..	$3,193.50	$0.00	$3,193.50	0.00	$3,193.50	100%	$0.00	$319.35
8	CON024: Paurotis Palm OA, Native (Specify Height OA. - Single, Double, Triple)	$9,468.80	$9,468.80	$0.00	0.00	$9,468.80	100%	$0.00	$946.88
9	CON024: Sabal Palm 14' CT, Native	$2,285.65	$2,285.65	$0.00	0.00	$2,285.65	100%	$0.00	$228.57
10	CON024: Silver Buttonwood 8' x 48", 2" Cal., Native	$3,311.16	$0.00	$3,311.16	0.00	$3,311.16	100%	$0.00	$331.12
11	CON024: Southern Magnolia 'Ms. Chloe' 12-14' x 36", 3.5" Cal., Native	$1,294.74	$0.00	$1,294.74	0.00	$1,294.74	100%	$0.00	$129.47
12	CON024: Imperial Bromeliad 15 Gallon, 24" x 24"	$675.15	$0.00	$675.15	0.00	$675.15	100%	$0.00	$67.52
13	CON024: Florida Anise 3 Gallon, Full, Native	$863.38	$0.00	$863.38	0.00	$863.38	100%	$0.00	$86.34
14	CON024: Varigated Flax Lily 1 Gallon, 12-15" spd., Full	$2,934.84	$0.00	$2,934.84	0.00	$2,934.84	100%	$0.00	$293.48
15	CON024: AF - Not on Plant Schedule	$2,727.41	$0.00	$2,727.41	0.00	$2,727.41	100%	$0.00	$272.70
16	CON024: AR - Not on Plant Schedule	$2,675.19	$0.00	$2,675.19	0.00	$2,675.19	100%	$0.00	$267.52
17	CON024: AR-B - Not on Plant Schedule	$4,458.65	$0.00	$4,458.65	0.00	$4,458.65	100%	$0.00	$445.87
18	CON024: BM - Not on Plant Schedule	$3,249.25	$0.00	$3,249.25	0.00	$3,249.25	100%	$0.00	$324.93
19	CON024: BNS2 - Not on Plant Schedule	$2,843.14	$0.00	$2,843.14	0.00	$2,843.14	100%	$0.00	$284.31

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 PREV. APPLICATION (D + E)	THIS PERIOD					
20	CON024: DE - Not on Plant Schedule	$129.18	$0.00	$129.18	0.00	$129.18	100%	$0.00	$12.92
21	CON024: ED2 - Not on Plant Schedule	$3,603.96	$0.00	$3,603.96	0.00	$3,603.96	100%	$0.00	$360.40
22	CON024: IXY - Not on Plant Schedule	$697.40	$0.00	$697.40	0.00	$697.40	100%	$0.00	$69.74
23	CON024: JIC - Not on Plant Schedule	$1,037.68	$0.00	$1,037.68	0.00	$1,037.68	100%	$0.00	$103.77
24	CON024: LIT - Not on Plant Schedule	$7,207.92	$0.00	$7,207.92	0.00	$7,207.92	100%	$0.00	$720.79
25	CON024: MCC - Not on Plant Schedule	$373.05	$0.00	$373.05	0.00	$373.05	100%	$0.00	$37.30
26	CON024: MFU - Not on Plant Schedule	$1,801.98	$0.00	$1,801.98	0.00	$1,801.98	100%	$0.00	$180.20
27	CON024: MGL - Not on Plant Schedule	$891.73	$0.00	$891.73	0.00	$891.73	100%	$0.00	$89.17
28	CON024: PB - Not on Plant Schedule	$812.42	$0.00	$812.42	0.00	$812.42	100%	$0.00	$81.24
29	CON024: QM - Not on Plant Schedule	$1,783.46	$0.00	$1,783.46	0.00	$1,783.46	100%	$0.00	$178.35
30	CON024:SP - Not on Plant Schedule	$5,494.17	$0.00	$5,494.17	0.00	$5,494.17	100%	$0.00	$549.42
31	CON024: US - Not on Plant Schedule	$1,417.59	$0.00	$1,417.59	0.00	$1,417.59	100%	$0.00	$141.76
32	CON024: WB - Not on Plant Schedule	$3,829.95	$0.00	$3,829.95	0.00	$3,829.95	100%	$0.00	$383.00
33	CON024: ZF - Not on Plant Schedule	$6,440.96	$0.00	$6,440.96	0.00	$6,440.96	100%	$0.00	$644.10
34	CON009: Pine Bark Mulch	$7,840.00	$0.00	$7,840.00	0.00	$7,840.00	100%	$0.00	$784.00
35	CON021: St. Augustine "Floratam" Sod	$25,377.55	$0.00	$25,377.55	0.00	$25,377.55	100%	$0.00	$2,537.76
	Totals	$201,803.44	$60,726.29	$141,077.15	0.00	$201,803.44	100%	$0.00	$20,180.34

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "**Agreement**"), dated as of May 6, 2025 ("**Effective Date**"), is made by and between CRE-KL Seminole Woods Owner LLC ("**Owner**") and TEM Systems Inc. ("**Consultant**") relating to the performance of professional services as further described herein. In consideration of the mutual promises contained herein, Owner and Consultant agree as follows:

1. SCOPE OF SERVICES.

a. Basic Services: A description of the nature and scope of services to be performed by Consultant under this Agreement ("**Basic Services**") is set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

b. Additional Services: Owner may, from time to time, authorize Consultant in writing to perform additional services ("**Additional Services**"), in which event Consultant shall perform same. Any such Additional Services shall be set forth in an Amendment to this Agreement, which shall be executed by Owner and Consultant, and which shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein. For the avoidance of doubt, unless an Amendment to this Agreement providing for Additional Services is executed by Owner and Consultant, Consultant shall perform only the Basic Services, Consultant shall be entitled to payment only for the Basic Services, and Consultant shall not be entitled to payment for any Additional Services.

c. Reduction of Scope of Services: Basic Services plus Additional Services are hereinafter referred to collectively as "**Services**." Owner retains the right, in its sole discretion, for any or no reason, to reduce any portion, component and/or aspect of the scope of Services. In the event Owner reduces the scope of Services, Owner shall be entitled to a proportionate reduction to the Fixed Price (defined in Article 2).

d. Time for Completion: Consultant shall commence the Services upon execution of this Agreement, or as otherwise directed by Owner, and shall complete the Services in accordance with the schedule ("**Schedule**") set forth in **Exhibit "B"** attached hereto and incorporated herein by reference, it being understood and agreed that TIME IS OF THE ESSENCE of this Agreement and as to all specified dates. Consultant shall at all times allocate sufficient professional staff and other resources as required to perform the Services in accordance with the Schedule. Consultant's failure to timely complete the Services in accordance with the Schedule, except for force majeure, shall be a material breach of this Agreement.

e. Acceleration: Consultant shall accelerate performance of its Services in the manner directed by Owner in the event that Owner, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused by Consultant, then such acceleration shall be at no cost to Owner. If acceleration is required as a result of delays partially caused by Consultant, then such portion of any delay partially caused by Consultant shall not be compensated by Owner, and any other portion of any such delay shall be compensated as an Additional Service, in all cases as reasonably determined by Owner.

2. COMPENSATION.

a. Owner shall pay on a time and materials basis consistent with Exhibit A for performance of the Services, as directed by Owner's Representative (as defined in Article 20). Should the actual cost of completing the Services be greater than the total fee/price of the Services set forth in **Exhibit "A"** ("**Fixed Price**"), unless Consultant has received written

authorization from Owner for an increase in the Fixed Price, which Owner may or may not grant in its sole discretion, Consultant shall bear the entire responsibility for the amount in excess of the Fixed Price that is necessary to complete the Services.

b. The basis of compensation for any Additional Services shall be set forth in an Amendment to this Agreement providing for such Additional Services. Any Additional Services performed by Consultant prior to an Amendment to this Agreement providing for such Additional Services being executed by Owner and Consultant shall be at Consultant's sole risk and expense and shall not be compensated by Owner.

c. Progress payments shall be made monthly for Services properly performed and accepted by Owner, based upon the actual cost incurred by Consultant at the agreed rates through the end of the month for which an invoice is submitted. On the first day of each month, Consultant shall submit to Owner an invoice, which shall (i) display the Fixed Price (ii) be itemized and include complete documentation and substantiation for all labor and/or material charges being invoiced, (iii) itemize each Amendment to this Agreement and any amount(s) being billed against same, (iv) itemize all amounts previously invoiced and paid under this Agreement, (v) attach the purchase order that was assigned to this Agreement (or reference the purchase order number on the face of the invoice), (vi) attach properly executed lien releases (in the form approved by Owner) from Consultant, and (vii) attach a list of every Subconsultant (defined in Article 9), supplier and/or other person or entity that provided labor, services, or materials in connection with the Services and attach properly executed lien releases (in the form approved by Owner) from all such Subconsultants, suppliers and/or other persons or entities. Consultant acknowledges, stipulates, and agrees that if Consultant fails to provide all the required information and documentation hereunder, including but not limited to all required lien releases, the invoice shall be insufficient, shall not be entitled to payment, and shall not be due and payable. All invoices shall be submitted via email **ONLY** to landinvoices@brookfieldkolter.com. If Consultant has provided all information and documentation required hereunder (including but not limited to all required lien releases), Owner shall pay each approved invoice (or uncontested portion thereof) received before the 20th of the month before the end of the following month.

3. **BOOKS AND RECORDS.** Consultant shall maintain, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Services performed under this Agreement, which shall be retained by Consultant through and including the date the applicable statute of repose for the project expires. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon two (2) days prior notice to Consultant.

4. **DELIVERABLES.**

a. "**Deliverables**" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Owner in accordance with the requirements of this Agreement. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. Owner's review, approval, action or inaction taken on the Deliverables is for Owner's convenience and/or to express Owner's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.

b. Title to all Deliverables shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression. In the event

of early termination of the Services hereunder, Consultant shall deliver to Owner all Deliverables whether complete or not.

c. Without limiting the foregoing, Consultant stipulates and agrees that any Deliverables shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers such property forever (including any initial and extended copyright terms), and all right, title and interest therein, whether now known or hereafter existing, including, but not limited to, patents, trademarks, service marks, designs, and copyrights, to Owner and its successors and assigns. Consultant irrevocably grants to Owner all rights, including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Consultant acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Deliverables produced by Consultant under this Agreement. Consultant shall deliver all Deliverables to Owner promptly upon their completion or the sooner termination of Consultant's services hereunder. Consultant agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

d. Owner acknowledges that the Deliverables provided by Consultant may contain certain standard component details from Consultant's best practices detail library which standard component design details shall remain the property of Consultant. The details are repetitive in nature, not project-specific, function rather than form-oriented, and were not developed for or identifiable with the Services. Owner agrees that continued use by Consultant of such component design details from Consultant's best practices detail library shall not infringe on the conveyances of ownership and copyright set forth above.

e. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

5. CONFIDENTIALITY OF MATERIAL. Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, drawings, artwork, materials, data, systems and/or other information of or with respect to Owner and/or Owner's parent companies, subsidiaries, affiliates, and/or related companies, which may not be accessible or known to the general public ("**Confidential Information**"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through providing its Services hereunder or in relation to this Agreement shall not be used, published, shared or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which Owner may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant arising out of or relating to this Agreement, including, but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

6. **INSURANCE.**

a. Prior to the commencement of any work under this Agreement, Consultant and any Subconsultant shall at its sole expense secure and maintain the insurance as provided in this Article as will protect Consultant, Owner, Brookfield Kolter Land Partners LLC, The Kolter Group LLC, Kolter Group Acquisitions LLC, Osprey Creek Member LP, Grace Groves Member LP, Brookfield Communities (Florida) GP LLC, BF-KL (Florida) Holdco LLC, Trez US #8 Master Partnership, LP, and TB Lot Development #1 Aggregator Limited Partnership from claims which may arise in whole or in part from operations by Consultant or any Subconsultant or anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable:

(i) Commercial General Liability: This insurance shall be written on an **occurrence** (not claims-made) basis, on a current ISO occurrence form, covering liability for all ongoing and completed operations of Consultant and the Subconsultants, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, completed operations, and contractual liability insuring the obligations assumed by Consultant under this Agreement. This insurance shall have annual limits of at least $1,000,000 per occurrence for bodily injury and property damage, $1,000,000 per occurrence for personal and advertising injury, $2,000,000 general aggregate on a per project basis, and $2,000,000 products/completed operations aggregate on a per project basis. This insurance shall not have any residential, apartments, or tract home exclusions. Consultant shall maintain, without interruption, this insurance from the commencement date of the Services through and including the date the applicable statute of repose for the project expires. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds.

(ii) Automobile Liability: This insurance shall be provided by a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for bodily injury and property damage arising out of the operation, maintenance, use, loading and/or unloading of any vehicle, including owned, non-owned, and hired vehicles, in connection with the Services, and providing annual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. If the Services require the removal and transportation of hazardous materials from the project site, coverage must be amended to include pollution liability coverage applicable to bodily injury and property damage arising from all hazardous waste hauling and include the CA 9948 and MCS90 endorsements. Consultant shall maintain, without interruption, this insurance from the commencement date of the Services through and including the date that Consultant achieves final completion of the Services

(iii) Workers' Compensation: This insurance shall be provided as required by law in the state in which the Services will take place. If Consultant leases one or more employees through the use of a payroll, employee management, or other similar company, then Consultant must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability. Such insurance shall be in addition to the workers' compensation coverage provided to the leased employee by the payroll, employee management, or other similar company. Consultant shall maintain, without interruption, this insurance from the commencement date of the Services through and including the date that the Consultant achieves final completion of the Services.

(iv) Employer's Liability: This insurance shall provide limits of at least $1,000,000 for each bodily injury by accident, bodily injury by disease, and annual aggregate.

Consultant shall maintain, without interruption, this insurance from the commencement date of the Services through and including the date that Consultant achieves final completion of the Services.

(v) Excess/Umbrella Liability Coverage: This insurance shall provide coverage excess to, and at least as broad as, the Commercial General Liability, Automobile Liability, and Employer's Liability insurance coverages detailed above with limits of at least $5,000,000 per occurrence and in the aggregate. Consultant shall maintain, without interruption, this insurance from the commencement date of the Services through and including the date that Consultant achieves final completion of the Services.

(vi) Professional Liability: For all work performed by Consultant as an architect, engineer, professional and/or on a design/build basis, Consultant shall provide and maintain professional liability insurance covering errors and omissions in the performance of such work with limits of at least $2,000,000 per claim and in the aggregate and with a deductible, if any, acceptable to Owner in its sole discretion. This insurance shall have a retroactive coverage date that precedes the commencement date of the Services. This insurance shall not contain policy language that (i) excludes coverage for claims arising out of mold, asbestos or silica that are the result of Consultant's and/or Subconsultant's performance or failure to perform services under the Agreement; or (ii) excludes coverage for claims arising from services within the means, methods and techniques of construction. Consultant shall maintain, without interruption, this insurance from the commencement date of the Services through and including the date the applicable statute of repose for the project expires.

b. Prior to commencement of the Services, Consultant shall furnish to Owner certificates of insurance on ACORD Form 25 (or such other form approved by Owner) and copies of insurance policy endorsements evidencing (i) the coverages required to be carried by Consultant under this Agreement and (ii) the additional insureds and other requirements under this Agreement. A sample certificate of insurance is attached as **Exhibit "D"** attached hereto. From time to time, upon Owner's request, to evidence compliance with the insurance requirements hereunder, Consultant shall promptly deliver appropriate certificates of insurance, insurance policy endorsements, and certified copies of insurance policies. Certificates of insurance, insurance policy endorsements and/or insurance policies which, in Owner's sole opinion, are incomplete or do not reflect the coverage, limits, or terms required hereunder may be returned by Owner for resubmission by Consultant. If Consultant's current insurance will expire before final completion of the Services, Consultant shall provide to Owner renewal certificates of insurance and additional insureds and other endorsements (conforming with the requirements set forth in this Agreement) before the date of expiration of all applicable insurance. For all coverage required to be maintained after final completion of the Services, Consultant shall submit to Owner certificates of insurance evidencing such coverage and the satisfaction of the additional insureds requirements on an annual basis as the coverage is renewed (or replaced).

c. Additional Insureds: Owner, Brookfield Kolter Land Partners LLC, The Kolter Group LLC, Kolter Group Acquisitions LLC, Osprey Creek Member LP, Grace Groves Member LP, Brookfield Communities (Florida) GP LLC, BF-KL (Florida) Holdco LLC, Trez US #8 Master Partnership, LP, TB Lot Development #1 Aggregator Limited Partnership, and other persons or entities designated by Owner in writing shall each be included in all policies required hereunder to be maintained by Consultant and Subconsultants (except for workers' compensation and professional liability insurance) as an additional insured for claims against them relating to the Services, with the understanding that any affirmative obligation imposed upon the insured Consultant or Subconsultant (including without limitation the liability to pay premiums and deductibles) shall be the sole obligation of Consultant or Subconsultant, as applicable, and not of any of the additional insureds. The additional insureds' status under the Consultant's and Subconsultant's Commercial General Liability insurance policies shall be effected using the ISO

Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 10 01 and CG 20 37 10 01) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by Owner in writing. The insurance afforded to each additional insured shall be at least as broad as that afforded to the first named insured under each policy. All of Consultant's and Subconsultant's liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance or self-insurance, including any deductible or retention maintained by an additional insured) for all claims against the additional insureds arising out of the performance of this Contract by Consultant or Subconsultants, or anyone for whom the Consultant or a Subconsultant may be liable.

d. Primary and Non-Contributory Coverage: All insurance required hereunder shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance maintained by or available to the additional insureds. Consultant's insurance shall exhaust vertically, and not share horizontally with any of the additional insured's insurance, notwithstanding any case law to the contrary.

e. Severability of Interests (cross-liability): All policies required hereunder shall not contain any cross-liability exclusion applicable to the additional insureds, or any restriction that limits coverage for a claim brought by an additional insured against a named insured.

f. Waiver of Subrogation: All insurance required hereunder shall include a waiver of subrogation in favor of the additional insureds. Consultant hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, and/or any other reason. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

g. Notice of Cancellation, Modification or Termination: All policies required hereunder shall not be subject to cancellation, termination, modification or non-renewal except upon thirty (30) days' prior written notice to the additional insureds.

h. All insurance shall be maintained in the form and with companies satisfactory to Owner and that have a current A.M Best rating of A- VII or better, that have an S&P rating of A- or better, and that have been authorized to do business in the State of Florida.

i. Failure of Consultant to comply with the insurance requirements hereunder, or to ensure that all Subconsultants comply with the insurance requirements hereunder, shall constitute a material breach of the Agreement and Owner may terminate the Agreement or, at its discretion, procure such insurance to protect Owner's interests, pay any and all premiums in connection therewith, and withhold or recover all monies so paid from Consultant. For the avoidance of doubt, neither the insurance required hereunder nor any other provision in this Article shall (A) relieve Consultant, or any Subconsultant, of their respective obligations to exercise due care in the performance of their duties in connection with the Services, and to complete the Services in strict compliance with the Agreement; or (B) limit any of the Consultant's indemnification obligations or other obligations arising out of or relating to the Services and/or this Agreement. Consultant and its Subconsultants shall be solely responsible for payment of all

premiums, deductibles, and/or self-insured retentions for their respective insurance policies. Owner, in its sole discretion, at any time, may audit compliance with the insurance requirements hereunder, and Consultant shall cooperate with any such audits. Consultant shall provide complete copies of insurance policies upon Owner's request. Consultant understands and agrees that Owner's timely receipt from Consultant of all certificates evidencing all insurance required hereunder, all endorsements required hereunder, and copies of all insurance policies (if requested by Owner) shall be a condition precedent to Owner's obligation to make any payments under the Agreement.

j. The provisions of this Article shall survive the expiration or sooner termination of this Agreement.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY.

a. Notwithstanding anything to the contrary in this Agreement or the Exhibits, to the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Owner, Brookfield Kolter Land Partners LLC, The Kolter Group LLC, Kolter Group Acquisitions LLC, Osprey Creek Member LP, Grace Groves Member LP, Brookfield Communities (Florida) GP LLC, BF-KL (Florida) Holdco LLC, Trez US #8 Master Partnership, LP, TB Lot Development #1 Aggregator Limited Partnership, each of the foregoing entities' respective direct and indirect owners, parent companies, subsidiaries, affiliates, and related companies, and each of the foregoing entities' respective officers, directors, members, owners, managers, partners, employees, representatives, and agents who are not themselves a supplier or subcontractor of Consultant retained as to the project (each individually, "Indemnitee," and collectively, "Indemnitees") from and against any and all claims, losses, demands, liabilities, damages (including, without limitation, bodily injury, emotional injury, death, property damage, costs to repair, diminution in value and any other consequential or incidental damages), costs or expenses (including, without limitation, attorneys' fees, experts' fees and court costs, including attorneys' fees and experts' fees incurred by the Indemnitee in enforcing this Article), in any way arising out of, relating to or connected with this Agreement, the Exhibits and/or the Services and only to the extent caused by or resulting from Consultant's or its Subconsultant's, materialmen's, or agents' of any tier or their respective employee's: (i) negligence, error or omission; (ii) defective work or Services; (iii) recklessness, intentional wrongdoing or willful misconduct; or (iv) breach of any obligation under this Agreement and/or the Exhibits ("Claim(s)"). Notwithstanding anything to the contrary in this Agreement or the Exhibits, nothing contained within this Article shall require or be construed to require Consultant to indemnify or hold harmless any Indemnitee for liability for damages to persons or property caused in whole or in part by any act, omission, or default of such Indemnitee arising from this Agreement, the Exhibits, or their performance. Consultant's defense and indemnification obligation herein shall survive the expiration or earlier termination of this Agreement until such time as it is determined by final judgment that Claims against the Indemnitees for such matters indemnified hereunder are fully and finally barred as to the Indemnitees by the applicable statute of limitations or repose.

b. Owner and Consultant acknowledge, agree and stipulate that Indemnitees are express intended third-party beneficiaries under this Agreement.

c. Consultant, in its agreements with its sub-consultants, vendors, and suppliers, shall require those sub-consultants, vendors, and suppliers to undertake the same indemnification and defense obligations contained in this Article in favor of the Indemnitees.

d. PURSUANT TO FLORIDA STATUTE § 558.0035,

AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT, MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT, BUT ONLY IF THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT. THIS LIMITATION OF LIABILITY SHALL NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT, PER § 558.0035(e).

e. The provisions of this Article shall survive the expiration or sooner termination of this Agreement.

8. **PROFESSIONAL STANDARDS.**

a. Consultant hereby represents and warrants that it has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, including, without limitation, all professional licensing and/or registration requirements (both corporate and individual) for all required disciplines; that it shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner; that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder; that the Deliverables shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest; and that it shall provide and employ in connection with the performance of Services personnel qualified and experienced in their profession, it being understood that Owner may at any time require Consultant to remove, and Consultant shall forthwith remove, any person employed in connection with the performance of the Services for any reason whatsoever.

b. Consultant shall be responsible to Owner for the acts and omissions of its employees, agents, representatives, Subconsultants, and each of their respective employees, agents, and representatives that perform any portion of the Services. If, at any time from the commencement date of the Services through and including the date the applicable statute of repose expires, it is discovered that Consultant has committed any negligent act or omission, or has failed to meet the warranties and representations contained herein, which has caused or may cause potential liability, damage or expense to Owner, then Consultant shall, upon Owner's request, promptly make all necessary corrections, perform all necessary remedial work, and bear all additional expenses associated with same. The foregoing is without limitation of Owner's other rights under this Agreement or at law.

c. Consultant shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to sanctions, anti-bribery and anti-corruption (collectively, the "**Relevant Requirements**"). Upon request by Owner, Consultant shall certify in writing within three (3) days that Consultant is and at all times has been in compliance with all Relevant Requirements. Owner may terminate this Agreement immediately upon written notice to Consultant if Consultant fails to timely provide the requested certification, Consultant is not in

compliance with the Relevant Requirements, or Owner reasonably suspects that Consultant is not in compliance with the Relevant Requirements.

d. Consultant represents, warrants, and covenants that: (i) neither Consultant nor any director, officer, employee or owner of Consultant is a Sanctioned Party (defined below) or otherwise subject to Sanctions (defined below), (ii) within the past five (5) years, neither Consultant nor any director, officer, employee or owner of Consultant has (A) engaged in or is engaging in any dealings or transactions with any Sanctioned Party, or in any country or territory, that at the time of the dealing or transaction is or was in violation of Sanctions, or (B) received any written notice alleging any violation of Sanctions by any Governmental Authority, (iii) Consultant is in compliance with all applicable Sanctions, and Consultant has instituted and continues to maintain policies and procedures designed to ensure compliance with applicable Sanctions (e.g., appropriate screening before payments are made to third parties), and (iv) Consultant shall take commercially reasonable measures to ensure that funds paid by Owner to Consultant shall not result in a violation of Sanctions.

e. Consultant represents, warrants, and covenants that: (i) Consultant established and continues to maintain internal policies, procedures, and controls reasonably designed to ensure compliance with Anti-Bribery and Corruption Laws, Sanctions laws, and Anti-Money Laundering Laws, and (ii) Consultant shall take commercially reasonable steps to ensure that (A) Consultant conducts their business in compliance with Anti-Bribery and Corruption Laws, Sanctions laws, and Anti-Money Laundering Laws, and (B) Consultant does not breach any of the representations and warranties made by Consultant under this Article 8.

f. The following definitions shall apply:

(i) "Sanctioned Party" means any person or entity that is or is directly or indirectly owned or controlled (as such terms are interpreted in accordance with applicable Sanctions laws and regulations) by any person or entity that is subject to Sanctions or that is located, organized or resident in a country or territory that is the subject of comprehensive Sanctions (including, without limitation, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, and the so-called Donetsk People's Republic and Luhansk People's Republic).

(ii) "Sanctions" means any type of economic, trade, financial, transactional or other type of sanction (or any other form of ban or prohibition pursuant to any laws or regulations) administered, imposed or enforced by a Governmental Authority, or any other applicable sanctions authority in any relevant jurisdiction, including the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council, the European Union, the UK Government (including Her Majesty's Treasury), and the Canadian Government.

(iii) "Governmental Authority" means (a) any government or any governmental, judicial, administrative, executive or legislative subdivision, department, organization, court, tribunal, agency or instrumentality thereof, whether federal, national, supranational, state, provincial, county, municipal, or local; and/or (b) any public international organization (such as United Nations, European Union, Organization for Economic Co-operation and Development, or World Bank).

(iv) "Anti-Bribery and Corruption Laws" means all applicable anti-bribery and anti-corruption laws or regulations, including the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010, and Canada's Corruption of Public Officials Act

(v) "Anti-Money Laundering Laws" means all applicable laws or regulations dealing with or otherwise concerning money laundering, including (a) the U.S. Patriot Act, which includes 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, and (b) any of the U.S. federal or state criminal laws relating to terrorism or the laundering of monetary instruments, including the Bank Secrecy Act and the Money Laundering Control Act of 1986.

g. The provisions of this Article shall survive the expiration or sooner termination of this Agreement.

9. SUBCONSULTANT. If Consultant, as part of the performance of the Services, hires, retains, and/or engages other consultants and/or contractors (each, a "**Subconsultant**"), then the following provisions shall apply:

a. Consultant shall obtain Owner's written consent prior to engaging the services of any Subconsultant and shall not engage any Subconsultant to which Owner objects;

b. Consultant shall direct and coordinate the services of any Subconsultant commissioned by Consultant;

c. Consultant shall bear full responsibility under this Agreement for all services of its Subconsultant(s), including, without limitation, each Subconsultant's negligent acts and omissions;

d. The costs of all Subconsultants' services shall be billed to Owner without markup and such costs of all Subconsultants' shall be included in the Scope of Services herein;

e. Owner shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Subconsultant, except as may otherwise be required by law;

f. All agreements between Consultant and any Subconsultant shall reflect the terms of this Agreement and require the Subconsultant, to the extent of the Services to be performed by the Subconsultant, to assume toward Consultant all the obligations which Consultant by this Agreement assumes towards Owner, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Agreement;

g. Consultant shall require and verify that each Subconsultant is independently in compliance with all insurance obligations applicable to Consultant hereunder (including, without limitation, coverages, additional insureds requirements, and waiver of subrogation requirements), and Consultant shall provide Owner with all documentation evidencing each Subconsultant's compliance with same; and

h. Owner shall be a third-party beneficiary of all obligations under all agreements between Consultant and any Subconsultant; provided, however, that nothing contained herein or therein shall create any contractual relationship between Owner and any Subconsultant or any obligation of Owner to any Subconsultant. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

10. TERMINATION/SUSPENSION.

a. Termination for Cause. This Agreement may be terminated by either party if the other party materially fails to perform its respective obligations as outlined in this Agreement, upon not less than seven (7) consecutive calendar days written notice and opportunity to cure within the notice period. In such event, no further payments will be made to Consultant until the project is completed. Consultant will then be paid for the Services properly performed and approved by Owner up to the date of termination, minus the additional costs or damages incurred by Owner to complete the Services for the project.

b. Termination for Convenience. Owner may, without cause, terminate this Agreement for convenience at any time upon not less than ten (10) consecutive calendar days written notice to Consultant. In such event, Consultant shall be paid for the Services properly performed and approved by Owner up to the date of termination and any unpaid reimbursable expenses. Consultant will provide all supporting documentation for all such expenses to Owner upon request.

c. General Provisions applicable to all Terminations. Except as specifically provided in Article 10(a) or (b) above, Owner shall have no further liability to Consultant for payment, compensation, expenses, or fees, and no amount shall be payable for anticipated profits, lost profits, unperformed Services or any other amounts of any kind whatsoever. All amounts payable to Consultant shall be subject to Owner's right of audit and subject to any applicable offsets and/or back charges attributable to Consultant including, but not limited to, all costs to complete the Services that exceed the remaining Agreement balance. Upon termination, Consultant shall provide to Owner any and all Deliverables, materials, and documentation relating to the Services, in any form, and shall be deemed to have irrevocably granted to Owner a non-exclusive license to use and copy all Deliverables for the purpose of performing repairs, alterations, improvements and/or other work at the project. A termination for cause, if wrongly done, shall be deemed a termination for convenience under this paragraph.

d. Upon delivery to Consultant of a written notice to suspend services ("**Notice to Suspend Services**"), Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by Owner in said Notice to Suspend Services. Consultant shall take reasonable steps to preserve any Deliverables in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be entitled to an equitable adjustment as to the Schedule only. In no event shall any suspension of Services (i) entitle Consultant to an increase or equitable adjustment as to compensation, or (ii) exceed one (1) year in duration.

11. ASSIGNMENT. This Agreement is for the personal services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law, without the prior written consent of Owner, which Owner may withhold in its sole discretion. Owner reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.

12. KEY EMPLOYEES. In the event that any employees of Consultant are listed as Key Employees in **Exhibit "C"**, Consultant acknowledges that Owner has relied upon and hired Consultant because of the involvement of such individuals. Consultant agrees that such Key Employees shall be assigned to perform the Services. Consultant shall not remove any Key Employees from the performance of the Services without the prior written consent of Owner.

13. NOTICE.

a. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand or sent postage prepaid, by certified mail or overnight courier service, which notice shall be deemed given when so delivered by hand, or if mailed, three calendar days after mailing (one business day in the case of express mail or overnight courier service); or (ii) sent by email, which email shall be deemed given one calendar day after sending. The following addresses shall apply:

If to Owner:	CRE-KL Seminole Woods Owner LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637
If to Owner's Representative:	Brookfield Kolter Land Partners LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637
If to Consultant:	TEM Systems Inc. 15491 SW 12th St. Ste 408 Sunrise, FL 33326

or to such other address as either party may direct by written notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. PROMOTION. Consultant shall acquire no right under this Agreement to use, and Consultant shall not use, the name (or any variation thereof) of Owner, Owner's Representative, or any of their respective parent, related, affiliated or subsidiary companies, or any of the foregoing entities' marks or logos (or any variation thereof):

a. in any of Consultant's advertising, publicity, or promotion, including, but not limited to, the Internet; or

b. in any of Consultant's in-house publications; or

c. to express or imply any endorsement of Consultant, the Services or in any other manner whatsoever (whether or not similar to the uses specifically prohibited above). The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

15. CODES. Consultant shall ensure that the Services conform to all applicable federal, state, and local laws, statutes, codes, ordinances and agency regulations, as same may be amended from time to time, which have jurisdiction and which are current at the time Consultant renders Services hereunder.

16. NO AGENCY.

a. It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of Owner. Nothing in this

Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Owner and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.

b. Consultant is responsible for paying all required state and federal taxes, including without limitation, FICA, FUTA, SUI, DUI, worker's compensation, and other employee benefits.

c. Consultant shall complete, execute and deliver to Owner a Request For Taxpayer Identification And Certification Form (W-9) prior to, or concurrent with, the execution of this Agreement by Consultant. Failure to comply with this requirement shall constitute a material breach of this Agreement and Owner shall have the right to terminate this Agreement with no further obligations to Consultant and to seek any damages caused by said failure.

17. MISCELLANEOUS. This Agreement supersedes any and all other discussions, understandings and/or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and this Agreement constitutes the sole and only agreement between the parties with respect to the subject matter hereof. In case of any conflict or inconsistency between any terms, provisions or requirements contained in this Agreement and any terms, provisions and/or requirements in any exhibit hereto, the terms, provisions and/or requirements contained in this Agreement shall negate, supersede, govern and control over any exhibit. Further, Consultant and Owner acknowledge, stipulate and agree that (i) any and all issues arising out of or relating to insurance, indemnification, allocation of risk, damages, dispute resolution, and liability shall be governed solely by the provisions in the main body of this Agreement (and not by any provisions in any exhibits or attachments), (ii) any terms and/or provisions arising out of or relating to insurance, indemnification, allocation of risk, damages, dispute resolution, and/or liability contained in any exhibit and/or attachment to this Agreement (or any exhibit or attachment to any Amendment to this Agreement) shall be null and void, unenforceable, and of no legal effect, and (iii) any terms and/or provisions contained in any exhibit and/or attachment to this Agreement (or any exhibit or attachment to any Amendment to this Agreement) purporting to add "terms and conditions" or similar provisions shall be null and void, unenforceable, and of no legal effect. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement or promise not contained in this Agreement shall be valid or binding or of any force or effect. All prior negotiations are merged into this Agreement. Time is of the essence of this Agreement. Where necessary to effectuate the intent of the parties, the terms of this Agreement shall survive completion of the project. The captions, headings and sub-headings are to aid only in navigating the Agreement and shall not be used to interpret, expand, modify, explain or limit any provisions of this Agreement. Should any provision of this Agreement be held or declared to be void or illegal for any reason, all other provisions of this Agreement shall nevertheless remain in full force and effect. The failure of any party to insist, in any one or more instances, upon the performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of such term as respects further performance. This Agreement cannot be modified except in a written document signed by Owner and Consultant. This Agreement is the joint product of the parties and shall not be more strictly construed against any party to this Agreement.

18. NO WAIVER OF RIGHTS. Consultant and Owner stipulate and agree that:

a. Owner's review, approval and/or payment for the Services shall not operate as a waiver of any of Owner's rights arising out of or relating to the Services, whether under this Agreement or under applicable law. By way of example, and not limitation, Owner's review, approval and/or payment for the Services shall not operate as a waiver of any claims, causes of

action or any other remedies Owner may have against Consultant arising out of or relating to errors, omissions and/or negligence in connection with Consultant's performance of the Services. Notwithstanding Owner's review, approval and/or payment for the Services, Consultant shall remain liable and responsible for all of its obligations arising out of or relating to this Agreement, the Services, and applicable law.

b. The rights and remedies of Owner under this Agreement are in addition to all other rights and remedies provided by law. Owner shall be entitled to deduct (which may be effectuated by offsets, back charges and/or otherwise) from monies owed or to be owed to Consultant for any costs, damages, expenses and/or liabilities arising from or relating to Consultant's breach of this Agreement.

19. EFFECTIVE DATE. Any Services performed or caused to be performed by Consultant prior to the Effective Date of this Agreement shall be deemed to have been performed under this Agreement.

20. OWNER'S REPRESENTATIVE.

a. Brookfield Kolter Land Partners LLC, whose mailing address is referenced above, shall act as Owner's authorized representative (herein referred to as the **"Owner's Representative"**); provided, however, that Owner may, without liability to Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising Consultant in writing, at which time the person or organization so designated shall be Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until Consultant is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, Owner shall be taken, given and made by, or delivered or given to, Owner's Representative in the name of and on behalf of Owner; provided, however, that Owner (and not Owner's Representative) shall be solely obligated to Consultant for all sums required to be paid by Owner to Consultant hereunder.

b. Nothing contained in this Agreement shall create any contractual relationship between Consultant and Owner's Representative; provided, however, that Owner's Representative shall be deemed to be a third-party beneficiary of those obligations of Consultant to Owner under this Agreement.

21. DETERMINATION OF DISPUTES/CHOICE OF LAW/JURY WAIVER. Each of the parties agrees that the exclusive venue for any dispute, action, cause of action and/or claim that arises out of, relates to and/or otherwise concerns this Agreement shall lie exclusively in the State Courts for the County where the project is located. Each of the parties irrevocably waives any objection that it may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. In the event of any suit, action or proceeding of any type arising out of or relating to the performance of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees at all trial, appellate and bankruptcy levels. Pending resolution of any dispute, suit, action or proceeding, Consultant shall continue to perform its obligations under this Agreement and be compensated for any amounts not in dispute to minimize interruptions regarding development of the project. This Agreement shall be governed by and be construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

22. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM OR PROCEEDING THAT ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY SERVICES CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT AND/OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

CONSULTANT
TEM Systems Inc.
a Florida corporation

Authorized Signature _____ Date: 5/7/2025

Print Name/Title M. R. McIntosh CEO

OWNER
CRE-KL Seminole Woods Owner LLC
a Delaware limited liability company

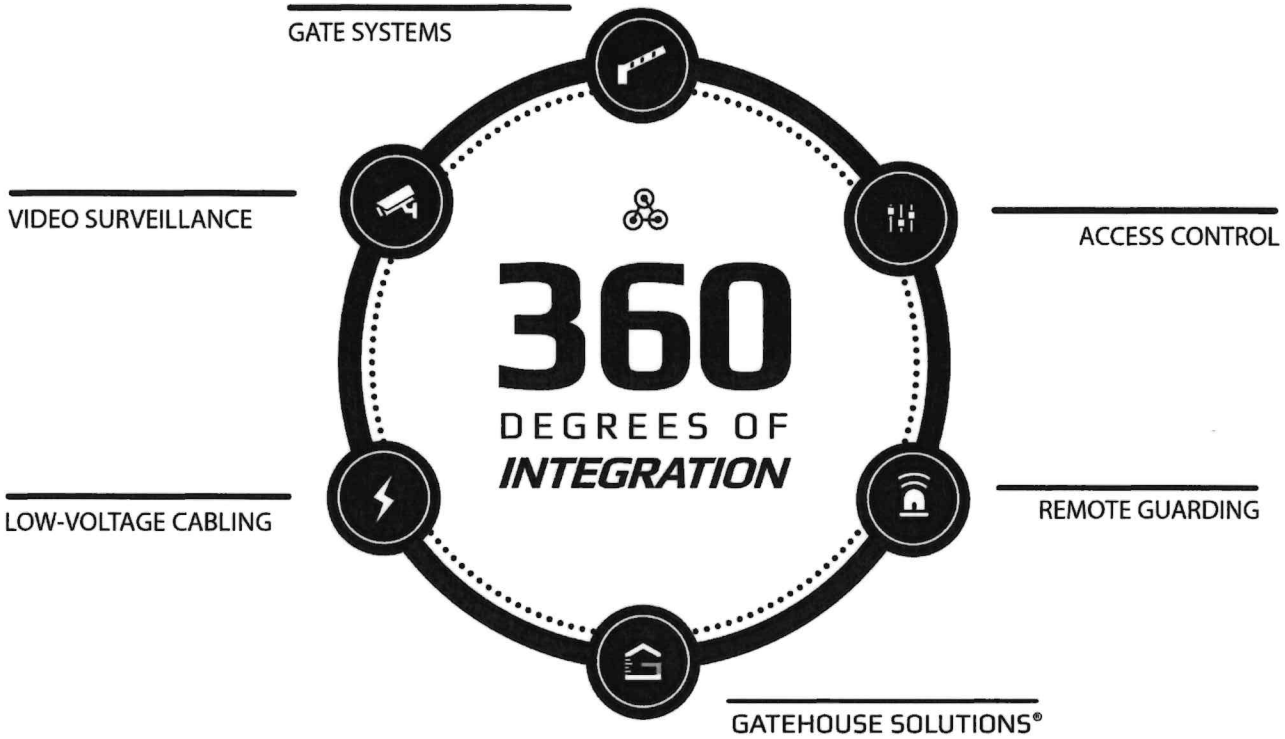
Authorized Signature _____ Date: _____

Print Name/Title: _____

Owner and Consultant acknowledge, stipulate, and agree that the only provisions incorporated into this Agreement from the exhibits and/or attachments are solely the particular provisions describing the nature and scope of the services to be provided, the price for the services, the schedule for the performance of the services, and Consultant's Key Employees, if applicable.

Owner and Consultant acknowledge, stipulate, and agree that any other provisions in the exhibits and/or attachments, including but not limited to any provisions purporting to add "terms and conditions" or any terms relating to allocation of risk, liability, damages, indemnification, insurance, dispute resolution, or otherwise, shall not be incorporated into the Agreement, shall not be part of this Agreement, and shall be deemed inapplicable, null and void, unenforceable, and of no legal effect.

EXHIBIT "A"
SCOPE OF SERVICES



Proposal - Seminole Palms Amenities Access and CCTV

2-17-2025

Prepared For:

Seminole Palms
5191 Citation Blvd.
Palm Coast, FL 32164
Bill Galioto
727-514-6415
wgalioto@kolter.com

Prepared By:

Jason Coleman
TEM Systems, Inc.
15491 SW 12th Street, Suite 408
Sunrise FL 33326
1911 N. US Highway 301, Suite 115
Tampa, FL 33619
Florida License # EG-13000211
Family Owned & Operated Since 1957

COMPANY OVERVIEW

TEM Systems, Inc. has been providing ***360 Degrees of Security Integration*** throughout Florida since 1957. We are a family-owned company that operates like a high-performance team. In 2023 we are celebrating our **67th Year**, the only "Gate" company in Florida with that record.

TEM Systems supports a diversified market including private residents, residential communities, homeowner associations, property management companies, private companies, large corporations, hospitals, hotels, schools, universities and airports, as well as various governmental institutions.

Our installation base consists of simple stand-alone applications to complete network solutions. Our team members will help you design and implement the solution that will best meet not only your needs, but your budget!

TEM Systems has two branch offices strategically located in Ft. Lauderdale and Tampa, with a fleet of 15+ vehicles covering thirty-one counties throughout the Sunshine State. By utilizing the latest GPS technology to track and route our fleet, we efficiently respond to our client's needs. We also have affiliate offices in Western North Carolina, Coastal South Carolina, and Houston Texas. TEM Systems is ready NOW to provide you with the best possible solution to your needs and our support team is **qualified, trained, licensed** and **insured**!

SCOPE OF WORK

Objective:
Provide site with video and access control at the amenities center

Inclusions and Deliverables:
Amenities Center and Pool:

Video Surveillance:

- Provide and install (1) bridge in the head end that will be used for cloud based recording.
- Provide and install (1) 16 port POE switch in the head end.
- Provide and install (7) cameras throughout the pool and amenities area.
    - Camera will provide an overview of the pool, gym and seating areas. See layout for general views.
    - Cameras C1, C4 and C5 will be turret style cameras.
    - Cameras C2, C3, C6 and C7 will be bullet style cameras.
- System will provide 30 days of cloud storage per camera. Archiving of video is available for additional retention time on events.

Access Control:

- Provide and install (3) 2 Door access control panels at the head end.
    - Panel will connect to the 16 port switch provided in the video surveillance portion.
- Provide and install (1) power supply for powering electronic locksets: strikes, mag locks or electrified handle sets. Electrified crash bars will have to be powered by others.
- Doorways D1 through D5 will have electronic locksets provided and installed by the door hardware contractor.
- TEM will provide and install readers on doors D1 through D5. We will connect the installed electrified locksets to our access control system.
- Provide and install access control on one pool gate G1.
    - Provide and install (1) mag lock.
    - Provide and install (2) pedestals on the secure and unsecure side of the gate.
    - Provide and install (1) reader for the pool gate.
    - Provide and install (1) PB Rex for the pool gate.

- Provide location with (300) key fobs for resident use.

Contingencies:

Customer Responsibilities:

- Networking and power will need to be provided at the headend location.
- 2" pipe will need to be installed between the gym area and the Amenities seating area for cabling from cameras and access doorways back to the head end.
- 1" pipe will need to be installed at each gate location to provide a cabling pathway back to the head end.
- Electrified crash bars, if installed, will need to be powered by others.
- Fire department entry devices and connections to the fire panel, if required, will be done by the fire contractor.

PRICING

Scope of Work Subtotal	$26,249.58
Sales Tax Total	$1,968.72
Scope of Work Total	$28,218.29

See details of payment(s) in Terms & Conditions.

Required Subscription Fee:
Recurring Subscription Fee
$ 902.00 per year for Brivo Sub
$1,695.00 per year for Eagle Eye Sub
1st year subscription is included in the price shown.
See details of subscription fee payment in Terms & Conditions.

I, as the authorized purchaser, have read this proposal and understand what is being purchased. I agree that there are no verbal commitments, promises, etc., for additional products and/or services, and the only products and/or services being provided are listed on this proposal. I am aware that during the sales process, many products and/or services are discussed and only those listed in this proposal, are being purchased. I am also aware of the payment terms listed herein this proposal.

ACCEPT
(Please Initial)

_____

14. ACCEPTANCE.

It is further understood and agreed that all covenants and agreements of this purchase shall be binding upon and applied to the heirs, executors, agents, legal representatives and assigns of the purchase. The above conditions of purchase and payment are hereby accepted. This order is not in effect until signed by Management of TEM Systems, Inc.

Agreed To And Accepted By:	Agreed To And Accepted By:
Client:	TEM Systems:
Title:	Title:
Date:	Date:
Signature: _____	Signature: _____

TEM Management Acceptance: _____ Date: _____

EXHIBIT "B"
SCHEDULE

Consultant shall commence the Services upon execution of the Agreement or as otherwise directed by Owner, it being understood and agreed that TIME IS OF THE ESSENCE.

EXHIBIT "C"
KEY EMPLOYEES

EXHIBIT "D"
SAMPLE CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT "E"
SAMPLE LIEN RELEASE

Purchase Order: 3782

KOLTER

PO Name: TEM Systems - Amenities Access & CCTV
Ordered: 6/13/2025
Revised: 3/19/2026

Community: CRE-KL Seminole Woods Owner LLC (4278)

Vendor: TEM SYSTEMS, INC. (TEMSYS)
15491 SW 12TH STREET, SUITE 408
SUNRISE, FL 33326
(p) (407)251-7114
(f) (813)254-8248

Notes:

Amenity 1

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	62005 Amenity Sitework - Amenity Sitework	0	$28,218.00	$28,218.00	$14,109.15
	0.00	LS	- Amenity Sitework - CO 1 - Add mag locks, PB REX, PIR Rex to all indoor doorways	1	$10,696.48	$10,696.48	$0.00
	0.00	LS	- Amenity Sitework access control and cctv CO 2 - TEM Systems - Amenities Access & CCTV - CO #2 - Install 2 PED Gates	2	$5,037.99	$5,037.99	$0.00

Payment Information

Draw **Draw Amounts**

Subtotal: $43,952.47
Total Tax: $0.00
Purchase Order Total: $43,952.47
Invoiced To Date: $14,109.15

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.

Project Name & Phase:	CRE-KL Seminole Woods Owner, LLC
Community #:	4278
PO #:	3782
Activity Code:	62005
Resource Description:	Amenity Sitework
Notes:	Amenity 1
lbarrett@brookfieldkolter.com Press	03/19/2026

DEPOSIT INVOICE

TEM Systems, Inc.
15491 SW 12th Street
Suite 408
Sunrise, FL 33326

Phone: (800) 777-8912
ar@temsystems.com
www.temsystems.com

Bill to
Brookfield Kolter
105 NE 1st Street
Delray Beach, FL 33444

Ship to
Seminole Palms Community
5191 Citation Blvd
Palm Coast, FL 32164

Invoice #: i11997 Work Order #: 14121 Transaction Date: 6/9/2025 Terms: Due on receipt

Customer PO #: 3782

Item	Description
DEPOSIT-INVOICE	Customer Deposit Invoice for 50% WO14120 Total Order $28,218.29 Amenities Access and CCTV

Credit card payments are automatically subject to a 3.5% processing fee, in accordance with state regulations, and will be added to the total invoice amount at time payment is processed.

There is no processing fee for payments made via check, debit card, or bank transfer.

Subtotal:	$14,109.15
Tax:	$0.00
Total:	$14,109.15
Payments:	$0.00
Balance Due:	$14,109.15

KOLTERLAND

Contractor Agreement

Effective Date:	February 6, 2025		
Owner:	**Full Legal Company Name: CRE-KL Seminole Woods Owner LLC**		
	Address: 14025 Riveredge Drive, Suite 175		**Phone:** 813-615-1244
	City: Tampa		**Fax:** 813-615-1461
	State: FL	**Zip:** 33637	**Email:** WGalioto@brookfieldkolter.com
	Authorized Representative: William Galioto		**Cell Phone:** 727-514-6415
Contractor:	**Full Legal Company Name: JK2 Holmes Constructors LLC**		
	Vendor Number: Click here to enter text.		
	Contractor State License No.: CGC024901 & CGC1522330		
	Contractor County License No.:		
	Contractor City License No.:		
	Federal Employer I.D. No.: 20-4044679		
	Address: 530 Holts Lake Court, Suite 304		**Phone:** 407-880-8400
	City: Apopka		**Fax:** Click here to enter text.
	State: Florida	**Zip:** 32703	**Email:** dan.shaffer@jk2.com
	Authorized Representative: Dan Shaffer		**Cell Phone:** 352-308-4101
Project:	Seminole Palms Amenity & Hardscape		
Project HOA Entity:	**Full Legal Company Name:** Click here to enter text.		
Project Location:	**County:** Flagler	**State:** Florida	**Zip:** Click here to enter text.

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

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

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

Purpose of Agreement.

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

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

2. Agreement Documents.

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

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

3. Ordering Process.

3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, **"Contractor's Agents"**); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.

3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.

3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.

3.5 **Acceptance of Work**. If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.

3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.

3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

4. Initiation of Work.

4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.

4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner

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

4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.

4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

(a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;

(b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;

(c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);

(d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and

(e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Sub-Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

5. Performance and Progress of Work.

5.1 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any

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

5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.

5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.

5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 13.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.

5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for

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

5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.

5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.

5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

(a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy

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

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

5.9 Should Contractor fail to perform any of its obligations as provided in this Section 5, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 5 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 5 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

(a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be $1,000.00 per day for 20 days.

(b) Should Contractor fail to perform as outlined in this section 5, the Liquidated Damage Amount shall be $1,000.00 per day for 20 days.

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

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

6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.

6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.

6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out

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

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

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

7. Quality, Inspection and Correction of Work.

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

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

7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non–compliant. In addition, Contractor shall, within 3 business days after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

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

8. Labor Matters.

8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.

8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.

9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.

9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.

9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.

9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

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

10. Storm Water Management.

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

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

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

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

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

10.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

10.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

11. Liens/Waiver of Liens

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

11.2 Failure to comply with the requirements of Section 12.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.

11.3 If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.

11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.

11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

(a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.

(b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

Warranties; Warranty Work and Performance Standards.

11.7 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.

11.8 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.

11.9 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm

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

11.10 If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

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

13. **Relationship Management.**

13.1 Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.

13.2 Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

13.3 Contractor shall maintain electronic communications with Owner via e-mail. .

13.4 Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as–built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.

13.5 Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or

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

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

14. Goals, Continuous Improvement and Quality.

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

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

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

15. Prices and Payment.

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

15.2 Owner shall designate the methodology for payment to Contractor.

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

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

(b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.

(c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contactor at the time of final payment.

15.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.

15.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.

15.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.

15.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.

15.7 Contractor shall not delay and/or stop any Work by reason of Owner' failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.

15.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.

15.9 If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.

15.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.

15.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.

15.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

15.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.

15.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.

15.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.

15.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.

16. Inspections and Reviews. Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

17. Indemnification.

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

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

17.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.

17.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.

17.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

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

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

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

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

(a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.

(b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.

(c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

18.2 Miscellaneous Insurance Provisions.

(a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

(b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.

(c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

18.3 Compliance with this Section.

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

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

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

20. Term and Termination.

20.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

20.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

20.3 Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

20.4 Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:

(a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;

(b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in

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

(c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;

(d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;

(e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

20.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.

20.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.

20.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

20.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.

21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.

23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.

24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.

25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.

26. **General Terms.**

26.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.

26.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.

26.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.

26.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.

26.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating

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

26.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.

26.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.

26.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.

26.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

26.10 **Neither party may assign this Agreement,** in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

26.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT

26.12 Choice of Law, Arbitration and Venue

a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.

b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.

c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover

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

d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.

e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.

f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.

g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

h) Discovery in any arbitration hereunder shall be limited to the following:
   i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
   ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
   iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
   iv. The deposition of any experts that intend to testify at the arbitration hearing;
   v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
   vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
   vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.

i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

AGREED AND ACCEPTED:

CRE-KL Seminole Woods Owner LLC

By:_____
(signature)

Name: James P. Harvey
(printed)

Title: Authorized Signatory

Date: 4/17/25

JK2 Holmes Constructors LLC

By:_____
(signature)

Name:_____
(printed)

Title:_____

Date:_____

Digitally signed by Dan Shaffer
DN: C=US, E=dan.shaffer@jk2.com, O=JK2 Construction, OU=Director of Preconstruction | Principal, CN=Dan Shaffer
Date: 2025.04.14 16:14:48-04'00'

Exhibit A

TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.

JK2 CONSTRUCTION
BORN 2 BUILD

JK2 Holmes Constructors, LLC
530 Holts Lake Court, Suite 304
Apopka, FL 32703
PH: (407) 880-8400

UPDATED PROPOSAL

TO: **Bill Galioto**
Amenities Development Manager
Kolter Land

RE: **Seminole Palms Amenity & Hardscape – Palm Coast, FL**

VIA: **Email: WGalioto@kolter.com**

DATE: **January 27th, 2025**

TERMS:
JK2 Holmes Constructors, Inc. Is pleased to provide you with the following proposal. We hereby to propose to furnish material and labor to complete the finishes for the above referenced project for a **Lump Sum Amount of:**

Base Bid
Three Million, Sixty-Three Thousand, One Hundred Fifty-Three Dollars ($3,063,153)
- **See Cost Breakdown Below for Details**

VE Options
- **Use Schedule 40 Piping for Pool in Lieu of Schedule 80 ($60,000)**
- **Remove Xypex Admix from Pool ($15,000)**

Payment to be made as follows: Monthly Progress Payments, Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the original proposal amount. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.
Authorized Signature (JK2 Holmes Constructors, Inc.)
Note: this offer must be accepted within 15 days, otherwise additional costs may be added for material and labor increases. We will provide labor, material and supervision of the work described as follows:

THE WORK:
Provide labor and material for the completion of the following:
- Construction Services for Amenity/Hardscape work for the future Seminole Palms Community located in Palm Coast, FL based on the following:
  - Amenity Center Plans dated 9/7/2024 by JAH Architects, LLC
  - Addendum 1 Amenity Center Plans dated 10/20/2024 by JAH Architects, LLC
  - Interior Design Plans dated 7/1/2024 by Masterpiece Design Group
  - Landscape Architecture Plans dated 9/25/2024 by Bonnett Design Group, LLC
  - Pool Construction Plans dated 7/15/2024 by Wet Engineering
- This proposal is based on a **8-MONTH** construction schedule to achieve substantial completion. **Added Scope or Delays in Owner Provided Materials could require additional time and General Conditions TBD.**

CLARIFICATIONS:
- Assume Transformer to be within 50 Feet of Amenity Building proposed site.
- Assume Water & Sewer Connections within 5' of Building Pad
- Assume Site is already Mass Graded and grade is turned over at +/- 0.10 of a foot
- Fine Grading Allowance of **$10,000** included in Base Bid
- Site Drainage Allowance of **$20,000** included in Base Bid
- All work shall be performed during normal work hours, Monday through Friday, excluding holidays, unless otherwise enumerated within this clarification document.
- Due to the instability of commodity markets, if in the event that during the performance of this proposal the price of commodities suffer a 5% or greater increase through no fault of JK2 Construction, the price of this quotation

will be equitably adjusted by an amount reasonably necessary to cover any such price increase.

- **Due to the EXTREME PRICE INCREASES now being experienced on a weekly or bi-weekly basis – All Material Pricing we have included in this proposal will be held for 15 days.**

INSURANCE:

- Proposal Based on following Insurance Coverages for GC & Subcontractors:
  - Comprehensive Commercial General Liability Insurance, with limits of not less than $1,000,000 for bodily injury and property damage for each occurrence, and $2,000,000 in the aggregate, and $1,000,000 completed operations aggregate limit.
  - Automobile Liability, covering owned, leased, rented, hired and non-owned vehicles operated by Subcontractor or anyone performing Subcontractor's Work for or on behalf of Subcontractor with policy limits of not less than $1,000,000 combined single limit and aggregate for bodily injury and property damage.

  Worker's Compensation/Employer's Liability Insurance, with a policy limit of not less than $1,000,000, with bodily injury by accident and limits for bodily injury by disease of $500,000 each.

EXCLUSION: Any work not specifically described above.

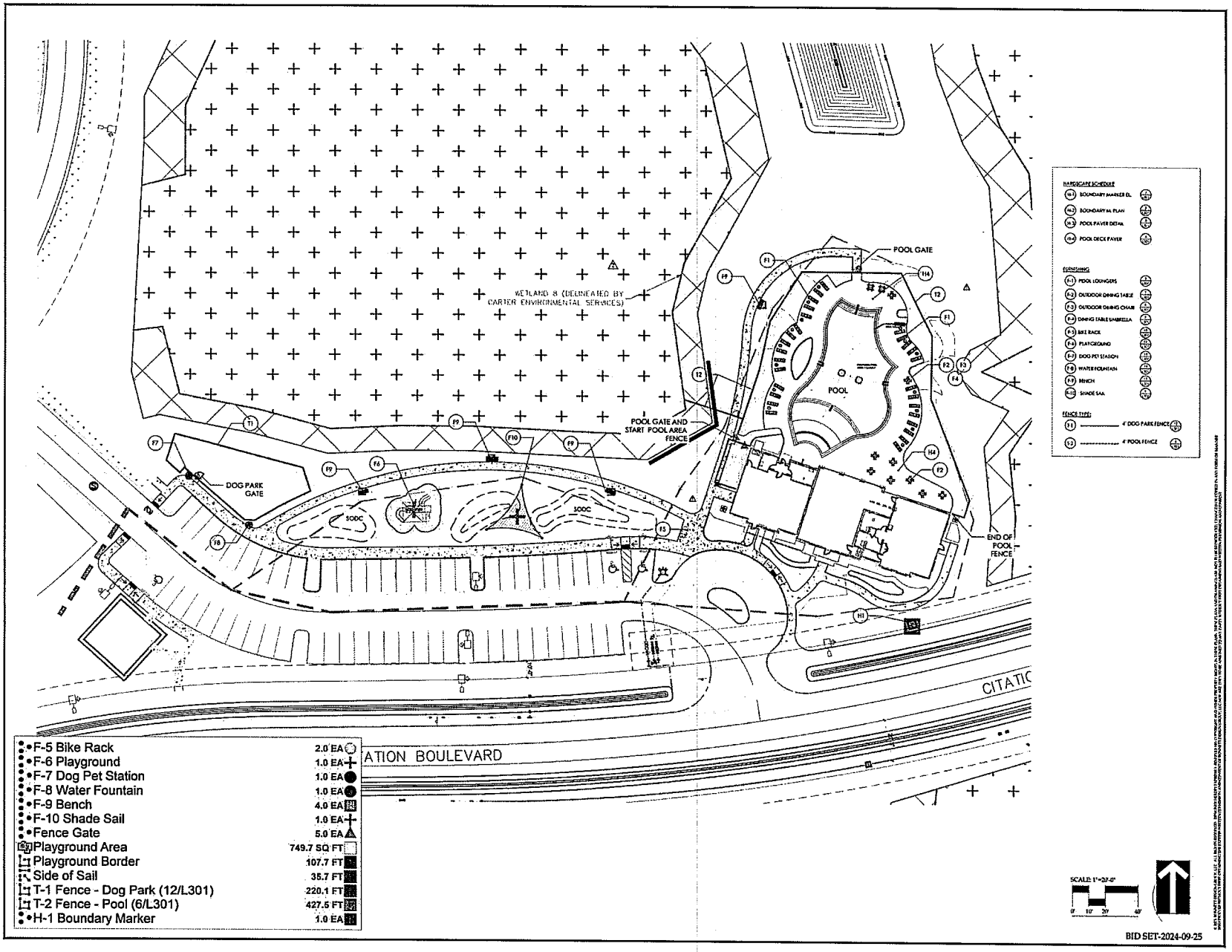
- Design / Engineering
- Impact Fees / Meters
- Geotechnical Investigation
- St John's Permit
- Maintenance of Traffic (MOT)
- Dewatering of Site
- Import of Suitable Fill
- Mass Grading
- Silt Fence/Erosion Control/SWPPP
- Underground Utilities
- Backflows
- Parking Lots
- Sidewalks/Mail Kiosk Concrete Pad
- Mailboxes
- Retaining Walls
- Dumpster Enclosures
- Landscape & Irrigation
- Irrigation Sleeves
- Site Lighting
- Pool Deck Furniture
- Lightning Protection
- Fire Sprinkler
- Fire Alarm (Not Shown)
- Fitness Equipment
- Cabling & Devices for: Low Voltage / Access Control / Security / Audio-Visual
- Interior Signage (Need more info)
- Interior FF&E / Artwork
- Kitchen Appliances
- Owner Controlled Insurance Program (OCIP)
- Special Liability Insurance
- Payment & Performance Bond
- Building Permit Fee
- Builders Risk Insurance

Acceptance of Proposal - The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Submittal: January 27, 2025 Date of Acceptance:_____

COST BREAKDOWN

Scope	Amount		Notes
Survey/Material Testing	$ 26,782		
Fine Grading	$ 10,000		**ALLOWANCE**
Site Drainage	$ 20,000		**ALLOWANCE**
Boundary Marker	$ 9,642		1 QTY
Pavers	$ 81,086		See Take Off for Limits
Tot Lot / Shade Sail / Site Furnishings	$ 140,908		
Pool	$ 778,177		VE Options Available
Pool Shower/Equipment Yard Gravel	$ 5,893		
Pool Fencing & Gates	$ 33,210		See Take Off for Limits
Dog Park Fencing & Gates	$ 6,428		See Take Off for Limits
Subtotal Hardscape		**$ 1,112,126**	
Concrete & CMU	$ 235,682		
Stone Veneer	$ 22,310		J&N Stone Stack-Ease
Metal Awnings	$ 42,825		5 QTY
Wood Trusses/Rough Carpentry	$ 137,019		
Finished Carpentry/Trim/Millwork	$ 87,045		
Roofing/Gutters-Downspouts/Soffit	$ 53,564		
Hardie Siding & Fascia	$ 16,070		
Caulking/Sealants/Waterproofing	$ 5,357		
Insulation	$ 36,424		
Interior Doors & Hardware	$ 21,426		
Storefront Doors & Windows / Gym Mirror	$ 218,113		
Stucco	$ 32,112		
Painting & Staining	$ 44,459		
Drywall/Framing/Densglass	$ 47,162		
Acoustical Ceiling Tile	$ 5,143		
Flooring/Wall Tile	$ 125,130		
Faux Green Wall & Corkboard	$ 14,129		
Bathroom Accessories/Partitions	$ 33,893		
Plumbing	$ 137,020		
HVAC	$ 58,921		
Electrical	$ 222,119		
Subtotal Building		**$ 1,595,923**	
PM/Supervision/General Conditions	$ 254,144		
Burden, Sales Tax, Insurance	$ 100,960		
Builders Risk Insurance	$ -		**By Owner**
Special Riders	$ -		
Building Permit	$ -		**By Owner**
Subtotal Soft Cost		**$ 355,104**	
PROJECT TOTAL		**$ 3,063,153**	



BID SET-2024-09-25

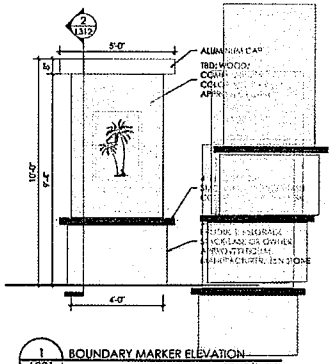
BONNETT design group, llc
landscape architecture
community planning
FL #LA0001758
837 South Orlando Ave., Suite 201
Maitland, FL 32751
407.425.1644

Seminole Palms - Amenity
Landscape Architecture
CRE-KL Seminole Woods Owners LLC
Palm Coast, Florida
LAYOUT PLAN

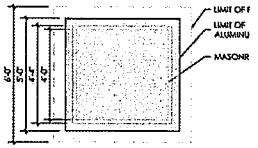
DATE: September 25, 2024
DRAWN BY: RH/DW/SM
CHECKED BY: TWB
JOB NUMBER: 2027.08

L201

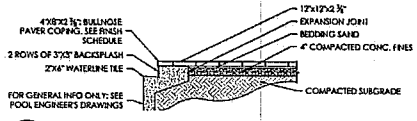
Precast Cap	20.0 FT
14 - Stone Veneer	46.2 SQ FT
10 - Hardie Plank	101.0 SQ FT
Aluminum Cap	24.9 SQ FT



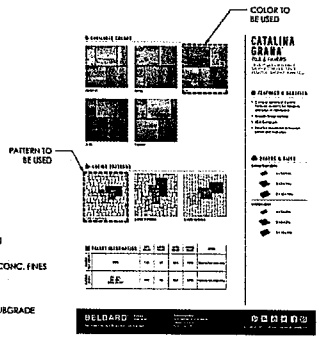
1 L301 BOUNDARY MARKER ELEVATION SCALE: 1/2"=1'-0"



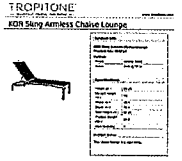
2 L301 BOUNDARY MARKER PLAN VIEW SCALE: 1/2"=1'-0"



3 L301 POOL DECK PAVER DETAIL SCALE: 1/2"=1'-0"



4 L301 POOL DECK PAVER *OR OWNER APPROVED EQUAL N.T.S.



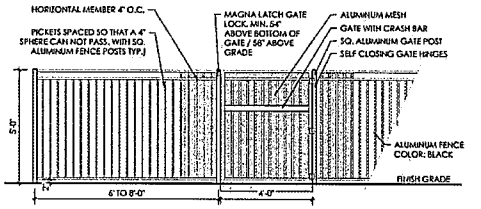
5 L301 POOL LOUNGERS *OR OWNER APPROVED EQUAL N.T.S.

NOTES:
POOL GATES SHALL COMPLY WITH SECTION 454.1.3.1.9 OF THE FLORIDA BUILDING CODE. ACCESS GATES SHALL BE SELF-CLOSING, SELF LATCHING AND THE DEVICE RELEASE IS LOCATED NO LESS THAN 54 INCHES FROM THE BOTTOM OF THE GATE, THE DEVICE RELEASE MECHANISM MAY BE LOCATED ON EITHER SIDE OF THE GATE AND SO PLACED THAT IT CAN NOT BE REACHED BY A YOUNG CHILD OVER THE TOP OR THROUGH ANY OPENING OR GAP FROM THE OUTSIDE. GATES THAT PROVIDE ACCESS TO THE SWIMMING POOL MUST OPEN OUTWARD AWAY FROM THE POOL. THE GATES AND BARRIER SHALL HAVE NO OPENING GREATER THAN 1/2" WITHIN 18" OF THE RELEASE MECHANISM.

SHOP DRAWINGS, HARDWARE AND SPECIFICATIONS ARE REQUIRED PRIOR TO FABRICATION OF THE GATES, AND TO BE APPROVED BY THE OWNER PRIOR TO INSTILLATION.

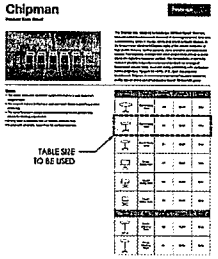
ALL GATE COMPONENTS SHALL BE WELDED TOGETHER AND BE ANODIZED ALUMINUM.

ACCESS NOTE:
GATE CONTRACTOR SHALL COORDINATE WITH OWNER FOR ANY KEY CARD, KEYPAD OR ANY OTHER MECHANICAL OR ELECTRIC LOCKING AND ACCESS MECHANISMS AND SHALL CONFORM TO SECTION 454.13.1.9 OF THE FLORIDA BUILDING CODE



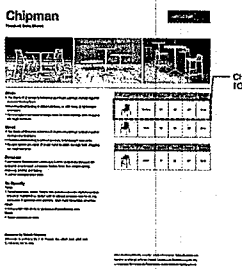
NOTE: CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR L.A. AND OWNER REVIEW AND APPROVAL

6 L301 ALUMINUM POOL FENCE SCALE: 1/2"=1'-0"



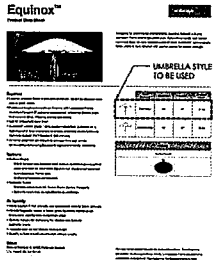
https://www.landscapeforms.com/en-US/product/Pages/Chipman-Table.aspx

7 L301 OUTDOOR DINING TABLES *OR OWNER APPROVED EQUAL N.T.S.



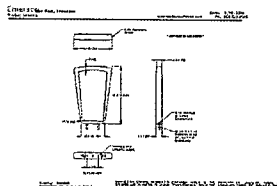
https://www.landscapeforms.com/en-US/product/Pages/Chipman-Table.aspx

8 L301 OUTDOOR DINING CHAIRS *OR OWNER APPROVED EQUAL N.T.S.



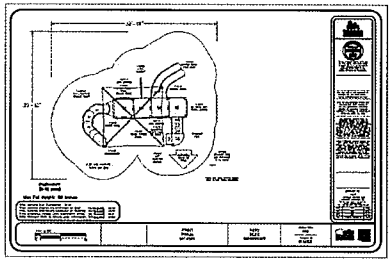
https://www.landscapeforms.com/en-US/product/Pages/Chipman-Table.aspx

9 L301 DINING TABLE UMBRELLA *OR OWNER APPROVED EQUAL N.T.S.

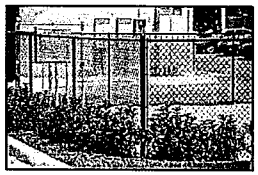


https://www.landscapeforms.com/en-US/product/Pages/Emerson-Bike-Rack.aspx

10 L301 BIKE RACK *OR OWNER APPROVED EQUAL SCALE: 1/2"=1'-0"



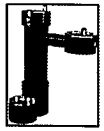
11 L301 PLAYGROUND N.T.S.



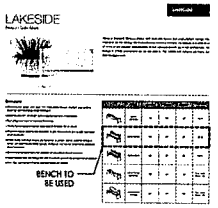
12 L301 BLACK VINYL COATED DOG FENCE *OR OWNER APPROVED EQUAL N.T.S.



13 L301 DOGIPOT PET STATION *OR OWNER APPROVED EQUAL N.T.S.



14 L301 WATER FOUNTAIN *OR OWNER APPROVED EQUAL N.T.S.



15 L301 BENCH *OR OWNER APPROVED EQUAL N.T.S.

BID SET-2024-09-25

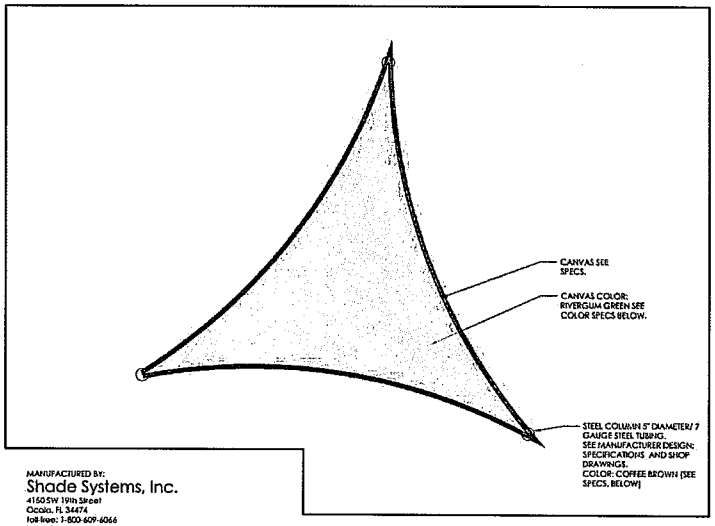
BONNETT design group, llc
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interior design
FL #LA0001734
400 South Orlando Ave. Suite 204
Maitland, FL 32751
407.628.1348

Seminole Palms - Amenity
Landscape Architecture
CRE-KL Seminole Woods Owners LLC
Palm Coast, Florida
HARDSCAPE DESIGN PLAN

DATE: September 25, 2024
DRAWN BY: RLL/TW/AM
CHECKED BY: TWB
JOB NUMBER: 2422.116
FILE NAME: SEMINOLE WOODS_AMENITY.dwg

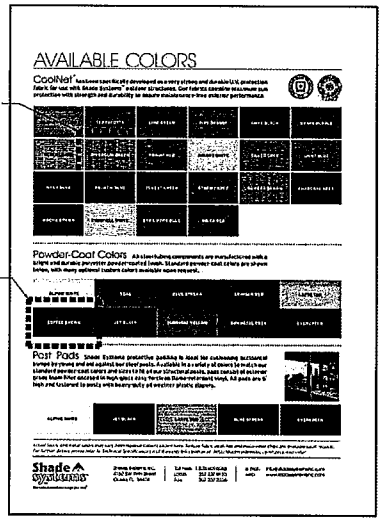
REVISIONS
1 CITY COMMENTS 10-28-2024

L301



MANUFACTURED BY:
Shade Systems, Inc.
41505W 19th Street
Ocala, FL 34474
toll free: 1-800-609-6066
local: 352-237-0135
fax: 352-237-2256
e-mail: INFO@SHADESYSTEMSINC.COM

1 / L302 SHADE SAIL PLAN
SCALE: 1/2" = 1'-0"



2 / L302 SHADE SAIL COLORS
SCALE: 1/2" = 1'-0"

Specifications- 'Sail' Products

GENERAL: Shade Systems™ 'Sail' products are designed and manufactured to the most exacting specifications by skilled craftsmen, and verified by Professional Engineers for structural soundness of designs. All Shade Systems are shipped knocked-down, with complete assembly instructions, and ready for easy in-field installation.

MATERIAL: All material shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing, and powder-coating on steel parts, as spec'd in the Project Specific Requirements below. Fabrics used shall include UV-stabilizers and be redundant for longevity and safety.

WELDMENTS: All tubing members are factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality craftsmanship. Weldments are finished with a 2-inch perforated coating. No field welding is required in the assembly of Shade Systems products.

POSTS, STRUCTURAL FRAME TUBING, AND HARDWARE: Tubing used shall be cold formed and rolled per ASTM A 135 and ASTM A 500. Material testing is in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile strength of 45,000 psi on all posts. Support posts shall be set-below 42 inches, sized with appropriate pre-treatment for in-ground mounting. All fastening hardware shall be stainless steel.

POLYESTER POWDERCOATING PROCESS: Before application, all powder-coated parts are completely cleaned and a hot zinc phosphate pretreatment with nonchromic rinse is applied. Powder-coating is then electrostatically applied and oven-cured at 375 to 425 degrees F (minimum). Polyester powders shall meet or exceed ASTM standards for Adhesion, Pre-Bend, Impact, Humidity, Corrosion Resistance, and Salt Spray Resistance. Colors shall be specified.

STANDARD FOOTINGS: Footings shall be designed per stringent Florida Building codes for the specific structure. Columns will be provided in 36"x36"x 30"H pre-cast concrete footings. Other footing methods are available upon request.

ROOFING: Sails are designed by Shade Systems only to be used with CoolNet™ polyethylene shade fabric. Fabric is attached to posts using the Fastening Systems below in conjunction with vinyl covered stainless V" diameter stainless steel cable. Cable tensioners are also provided every 20 feet maximum perimeter dimension.

ENGINEERING DATA: Systems are engineered to meet or exceed the requirements of the 2020 International Building Code (IBC), and the following standard specifications:

- Wind Speed (Fitness only): 130 m.p.h.
- Wind Speed (Finess enclosed): 160 M.P.H.
- Live Load: None

Optional designs with greater wind speeds, live loads, and snow loads are available.

FASTENING SYSTEM: CoolNet™ Shade Fabric sewn to perimeter complete with fastening system installed. Fastening System to consist of factory-formed galvanized steel tensioning plates pre-punched to fabric template of each corner, and rubber per the above, fastened into the fabric at the factory and remaining in the product. Plate shall be equipped with an adjustable 360-degree swivel and pivot attachment mechanism to

3 / L302 SHADE SAIL SPECIFICATIONS

Shade Sail	78.0 SQ FT
Shade Sail Perimter	53.0 FT
Side	17.7 FT

BID SET-2024-09-25

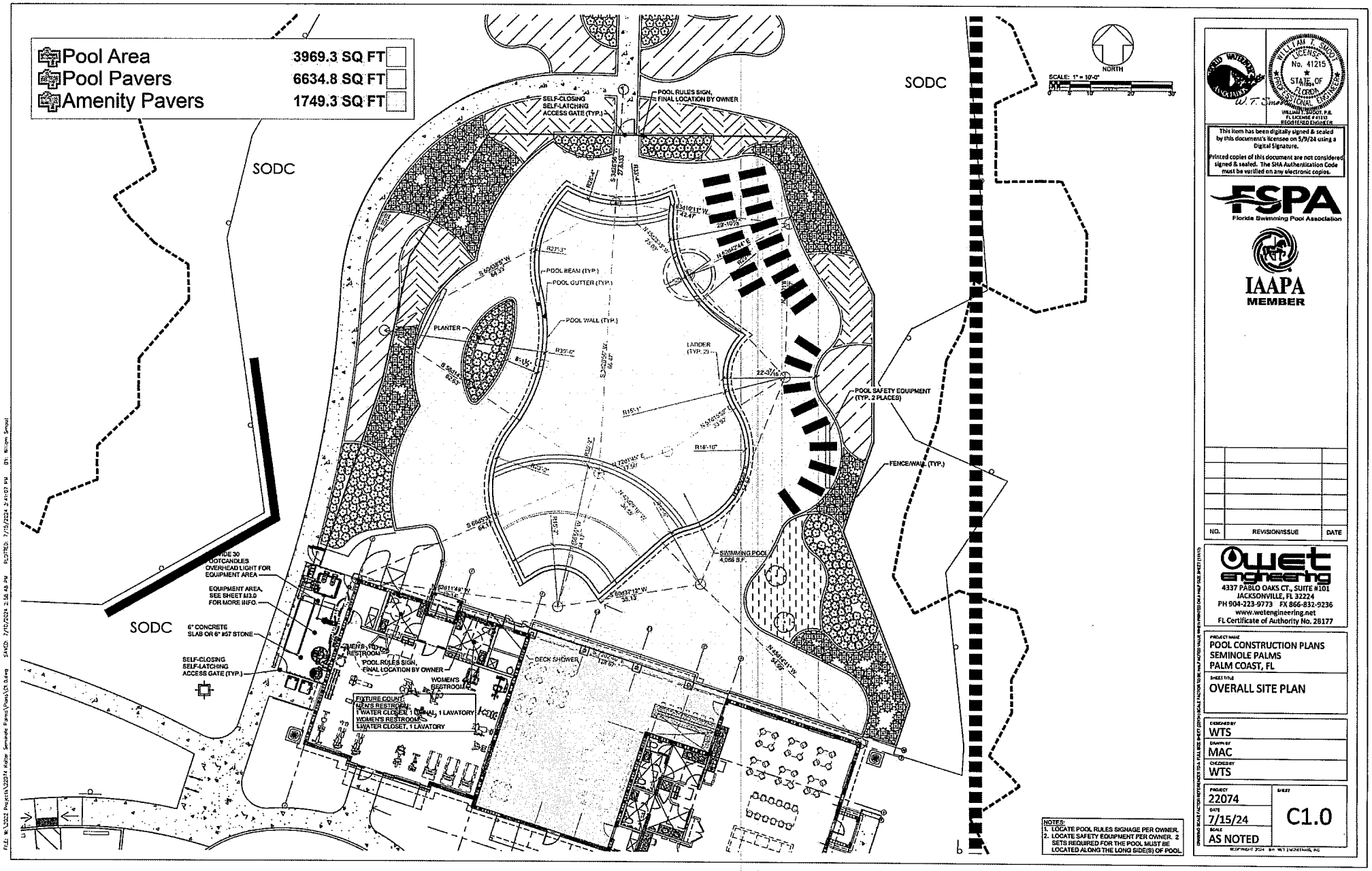
BONNETT design group, llc
landscape architecture
construction management
FL #LA0001716
400 South Orlando Ave. Suite 201
Maitland, FL 32751
407.622.1538

Seminole Palms - Amenity
Landscape Architecture
CRE-KL Seminole Woods Owners LLC
Palm Coast, Florida
HARDSCAPE DESIGN PLAN

DATE: September 25, 2024
DRAWN BY: KEL / JH
CHECKED BY: TMB
BGD JOB NO.#: 2023.119
FILE NAME: [illegible]

REVISIONS
1 CITY COMMENTS 09-30-2024

L302



NOTES:
1. LOCATE POOL RULES SIGNAGE PER OWNER.
2. LOCATE SAFETY EQUIPMENT PER OWNER. 2 SETS REQUIRED FOR THE POOL MUST BE LOCATED ALONG THE LONG SIDE(S) OF POOL.

WILLIAM T. SIMMONS LICENSE No. 41215 STATE OF FLORIDA PROFESSIONAL ENGINEER
WILLIAM T. SIMMONS, P.E.
FL LICENSE # 41215
REGISTERED ENGINEER

This item has been digitally signed & sealed by this document's licensee on 5/9/24 using a Digital Signature.

Printed copies of this document are not considered signed & sealed. The SHA Authentication Code must be verified on any electronic copies.

FSPA Florida Swimming Pool Association

IAAPA MEMBER

NO.	REVISION/ISSUE	DATE

wet engineering
4337 PABLO OAKS CT., SUITE #101
JACKSONVILLE, FL 32224
PH 904-223-9773 FX 866-832-9236
www.wetengineering.net
FL Certificate of Authority No. 28177

PROJECT NAME
POOL CONSTRUCTION PLANS
SEMINOLE PALMS
PALM COAST, FL

SHEET TITLE
OVERALL SITE PLAN

DESIGNED BY WTS
DRAWN BY MAC
CHECKED BY WTS

PROJECT 22074
DATE 7/15/24
SCALE AS NOTED
SHEET C1.0

DRAWING SCALE FACTORS MAY AFFECT TOTAL MAP FACTOR VALUE WHEN PRINTED ON A HALF SIZE (11X17) SHEET
COPYRIGHT 2024 BY WET ENGINEERING, INC

F:\FL W:\2022 Projects\22074 Kistler Seminole Palms\Plans\C1.0.dwg SAVED: 7/15/2024 2:56:48 PM PLOTTED: 7/15/2024 3:41:07 PM BY: William Simmons

CMU Wall Type A1	208.6 FT
CMU Wall Type A2	283.8 FT
Wall Type B	341.3 FT
Wall Type C	23.1 FT
Wall Type D	108.4 FT
Wall Type E	25.8 FT
Window W-01	11.0 EA
Window W-02	2.0 EA
Window W-03	2.0 EA
Window W-04	1.0 EA
Window W-07	3.0 EA
Door Type 01	6.0 EA
Door Type 02	4.0 EA
Door Type 03	2.0 EA
Door Type 04	1.0 EA
Door Type 05	1.0 EA
Door Type 06	1.0 EA
Storefront W-08	4.0 EA
Storefront W-09	4.0 EA
CT-1 Solid Surface	60.4 SQ FT
CT-2 Solid Surface	49.2 SQ FT
CT-3 Solid Surface	12.8 SQ FT
Bench	19.4 SQ FT

FLOOR PLAN LEGEND

PARTITIONS – INDICATED BY GRAPHICAL DESIGNATION SEE PARTITION SHEET FOR DETAILED INFORMATION.

NEW INTERIOR WALL CONSTRUCTION

NEW 8" C.M.U. WALL (NOT, VARIES)

HATCH INDICATES COUNTERTOP

MISC. ITEMS – INDICATED BY GRAPHICAL DESIGNATION

CR CARD READER. SEE HARDWARE SETS.

PB PUSH PLATE FOR AUTOMATIC DOORS. SEE HARDWARE SCHEDULE.

EP EQUIPMENT CONTROL PANEL. SEE ELECTRICAL AND EQUIPMENT DWGS.

SP SECURITY ALARM PANEL. SEE SECURITY DWGS. (N.I.C.)

PARTITIONS

– BASE PARTITIONS ARE NOT ALL TAGGED WITH DESIGNATION LETTER. SEE A7 SHEETS FOR DETAILED INFORMATION.
– ON INTERIOR PARTITIONS, USE 5/8" CEMENT BACKER BOARD WHERE TILE IS SPECIFIED.

A EXTERIOR PARTITION – CMU BLOCK WITH 7/8" THREE COAT CEMENT PLASTER AT EXTERIOR AND/OR STONE VENEER.

A1 PARTITION A1 – 12" CMU BLOCK WITH 7/8" THREE COAT CEMENT PLASTER AT EXTERIOR AND/OR STONE VENEER. SEE ELEVATIONS FOR EXTENT OF EACH FINISH.

A2 PARTITION A2 – 8" CMU BLOCK WITH 7/8" THREE COAT CEMENT PLASTER AT EXTERIOR AND/OR STONE VENEER.

A3 PARTITION A3 – 12" CMU BLOCK. USE 1HR P.T. NO FURRING AND 5/8" GYP. BOARD ON EACH SIDE AS THE INTERIOR (BELOW CEILING). FOR EXTERIOR FINISHES (ABOVE ROOF) USE SIMILAR TO PARTITION A1

B PARTITION B: TYP. INSULATED FURRING: 2 1/2" 25 GA. METAL STUD FURRING CHANNEL OVER BLOCK WALL BRACED TO WALL AT THIRD POINTS, VR-PLUS SHIELD AND 5/8" GYP. BOARD.

C PARTITION C – INSULATED FURRING (PLUMBING): USE 2X6 @ 24" O.C. WOOD STUDS, VR-PLUS SHIELD AND 5/8" CEMENT BACKER BOARD.

D BASE INTERIOR PARTITION. PARTITION D – 2X4 WOOD FRAMING WITH 1/2" CEMENT BOARD EACH SIDE AND SOUND ATTENUATION BATT INSULATION WHERE NOTED. USE 5" LAPCONS W/ 3" MIN. EMBEDMENT AT 16" O.C.

D1 PARTITION D1 – 3 1/2" WIDE X 3" HIGH CONCRETE CURB TO RECEIVE PARTITION 'E'.

E PLUMBING PARTITION. PARTITION E – 2X6 @ 16" O.C. FRAMING WITH 5" CEMENT BACKER BOARD OR 5/8" GYP. BOARD AND SOUND ATTENUATION BATT INSULATION WHERE NOTED. USE 1/4" LAPCONS W/ 3" MIN. EMBEDMENT AT 16" O.C.

NOTE: SEE SHEET A7.01 FOR CHASE WALL DIAGRAM.

F EXTERIOR FURRING (CONCEALING DOWNSPOUTS): PARTIAL PLAN LAP SIDING OVER VAPOR BARRIER OVER 1/2" CDX OVER 2X6 P.T. STUDS @ 16"O.C.

GENERAL FINISH NOTES

ROOM NAME / FINISH / GYP.BD.

FLOOR FINISH
BASE MATERIAL
WALL FINISH (WHEN ALL WALLS ARE SAME FINISH)

NOTE: SEE INTERIOR DESIGN SHEETS FOR FINISH SELECTIONS AND SPECIFICATIONS AND INTERIOR ELEVATIONS

NOTE: FINISHES DESIGNATED ON PLAN ARE SHOWN FOR GENERAL INFORMATION PURPOSES ONLY. SEE I.D. DRAWINGS FOR SPECIFIC FINISH SELECTIONS AND DETAILED INFORMATION.

Floor Finish

C = CONCRETE	S = SEALED CONCRETE
P = PAVERS	V = VCT
PT = PORCELAIN TILE	VP = VINYL PLANK
CT = CARPET TILE	– = NO FINISH

Base Finish

V = VINYL	T = TILE
– = NO FINISH	W = WOOD

Wall Finish

P = PAINT	T = TILE
E = EPOXY PAINT	F = FRP
S = STAINLESS STEEL	– = NO FINISH

GENERAL PLAN NOTES

1. ROOM NAME / XXXX DOT DESIGNATION IN FRONT OF ROOM # DESIGNATES 5" SOUND ATTENUATION BLANKETS IN ALL WALLS IN ROOM TO FULL HEIGHT OF PARTITION SCHEDULE. REFER TO PARTITION SHEET, NO INSULATION ON CEILINGS.
2. W-01 DESIGNATES WINDOW TYPE
3. "J-F" DESIGNATES JANITOR SINK TYPE. SEE SHEET A7.02
4. "FEC-#" DESIGNATES FIRE EXTINGUISHER CABINET TYPE. (F.E. BY OWNER). SEE LIFE SAFETY PLAN AND SHEET A7.01
5. "FE-#" DESIGNATES FIRE EXTINGUISHER WITH BRACKET. (BY OWNER). SEE LIFE SAFETY PLAN AND SHEET A7.01
6. EWC-01 (SEE PLUMBING DRAWINGS).
7. T.S. DESIGNATES FLOOR TRANSITION STRIP.
8. "TD-04" DESIGNATES FUTURE OPENING IN MASONRY WALL PROVIDE K.D. BLOCKS FOR FUTURE DOOR.
9. DOOR # DESIGNATION IS AS FOLLOWS:

FIRE RATING / DOOR TYPE / HARDWARE SET (SEE SPECIFICATIONS) / 2nd DOOR IN A ROOM / UNIQUE DOOR #

"REF. TO SHEET A8.01 FOR ELEVATION, ACCESSORIES AND DTLS.

10. GENERAL CONTRACTOR TO COORDINATE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES WITH NEW UNDERGROUND CONSTRUCTION AND NOTIFY ARCHITECT OF ANY CONFLICTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

11. CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, AND CONFIRMING THAT WORK IS EXECUTED AS SHOWN BEFORE PROCEEDING WITH CONSTRUCTION. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ISSUES, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK IN QUESTION OR RELATED WORK.

12. DIRECT AND MAINTAIN SUITABLE FENCES AND BARRIERS FOR THE DURATION OF THE WORK TO PROTECT ENTRY INTO THE CONSTRUCTION AREA.

13. THE CONTRACTOR'S WORK PERFORMED UNDER THESE CONTRACT DOCUMENTS SHALL CONFORM TO THE CONTRACT REQUIREMENTS AND SHALL BE FREE OF ANY DEFECTS IN EQUIPMENT, MATERIAL, AND/OR WORKMANSHIP. THIS SHALL ALSO APPLY TO ALL SUBCONTRACTORS AND SUPPLIERS.

14. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO INCLUDE ALL LABOR, MATERIALS, AND SERVICES NECESSARY FOR THE COMPLETION OF ALL WORK SHOWN, DESCRIBED OR REASONABLY IMPLIED, BUT NOT LIMITED TO THAT EXPLICITLY INDICATED IN THE CONTRACT DOCUMENTS.

15. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY SPECIFIED MATERIALS OR EQUIPMENT WHICH ARE EITHER UNAVAILABLE OR THAT WILL CAUSE A DELAY IN THE CONSTRUCTION COMPLETION SCHEDULE. THE CONTRACTOR SHALL SUBMIT CONFIRMATIONS OF DELIVERY DATES FOR ORDERS OF MATERIAL AND EQUIPMENT.

16. ANY WORK INSTALLED IN CONFLICT WITH THE CONSTRUCTION DRAWINGS, WITHOUT THE PRIOR APPROVAL OF THE OWNER AND THE ARCHITECT/ENGINEER, SHALL BE CORRECTED AT THE CONTRACTORS EXPENSE.

17. INSTALL ALL MANUFACTURED ITEMS, MATERIALS AND EQUIPMENT IN STRICT ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

JAHarchitects, LLC
1721 Third Street
Neptune Beach, Florida 32266
Tampa, Florida
FL Architectural License No. AA26012129
813.221.2725 phone
www.JAHarchitectsllc.com

THESE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED BY A LICENSED ARCHITECT AND ARE INTENDED TO BE IN ACCORDANCE W/ 2 DEGREE STANDARD OF CARE. ANY ERRORS DISCOVERED TO VARY IN ACCORDANCE WITH THIS STANDARD OF CARE SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY. ANY DISCREPANCIES IN DIMENSIONS OR DETAILS

FITNESS ATTIC

ATTIC VENTILATION CALCULATIONS	
TOTAL ATTIC AREA:	1965 SF
CROSS VENTILATION RATIO:	1/300
REQUIRED VENTILATION	6.55 SF
SOFFIT / RIDGE RATIO	3.275 SF FOR EACH
SQ. IN. REQUIRED AT EACH	471.6 SQ. IN.

	RIDGE VENT	SOFFIT VENTS
SQ. IN. REQUIRED	471.6 SQ. IN.	471.6 SQ. IN.
DISTRIBUTION	CONTINUOUS AT RIDGE	WHERE PLANK - 3 SQ. IN. OF VENTILATION PER FOOT OF BOARD
	21'-0" OF RIDGE VENTED	

EXTERIOR PATIO ATTIC - FLAT ROOF - TPO

ATTIC VENTILATION CALCULATIONS	
TOTAL ATTIC AREA:	2000 SF
CROSS VENTILATION RATIO:	1/300
REQUIRED VENTILATION	N/A
SOFFIT / RIDGE RATIO	N/A
SQ. IN. REQUIRED AT EACH	N/A

ASSEMBLY ATTIC

ATTIC VENTILATION CALCULATIONS	
TOTAL ATTIC AREA:	1900 SF
CROSS VENTILATION RATIO:	1/300
REQUIRED VENTILATION	6.00 SF
SOFFIT / RIDGE RATIO	3.30 SF FOR EACH
SQ. IN. REQUIRED AT EACH	475.2 SQ. IN.

	RIDGE VENT	SOFFIT VENTS
SQ. IN. REQUIRED	475.2 SQ. IN.	475.2 SQ. IN.
DISTRIBUTION	CONTINUOUS AT RIDGE	WHERE PLANK - 3 SQ. IN. OF VENTILATION PER FOOT OF BOARD
	21'-0" OF RIDGE VENTED	

TPO Roof	2173.1 SQ FT
Asphalt Shingle Roof	4061.8 SQ FT
Metal Awning	363.4 SQ FT
Gutter	127.0 FT
Downspout	11.0 EA
Ridge Vent	42.1 FT

METAL FLASHING SCHEDULE - TO MATCH ROOF MANUF

TYPE	MATERIAL	FINISH	GAUGE	FASTENERS	UNDERLAYMENT
DRIP EDGE	GALVALUME	PREFINISHED	26 GA. G-90		HIGH TEMP MB GRADE UNDER FLASHING AND OVERLAP MIN. 4"
"L" CORNER FLASHING	GALVALUME	-	24 GA. G-90	-	HIGH TEMP MB GRADE UNDER FLASHING AND OVERLAP MIN. 4"
VALLEY FLASHING	GALVALUME	-	24 GA. G-90	-	HIGH TEMP MB GRADE UNDER FLASHING AND OVERLAP MIN. 4"
REGLET FLASHING	GALVALUME	PREFINISHED	24 GA. G-90		-
FASCIA	GALVALUME	PREFINISHED	24 GA. G-90		-
SOFFIT	-	-	-		NO SOFFIT IN BUILDING

SHEATHING FASTENING SCHEDULE

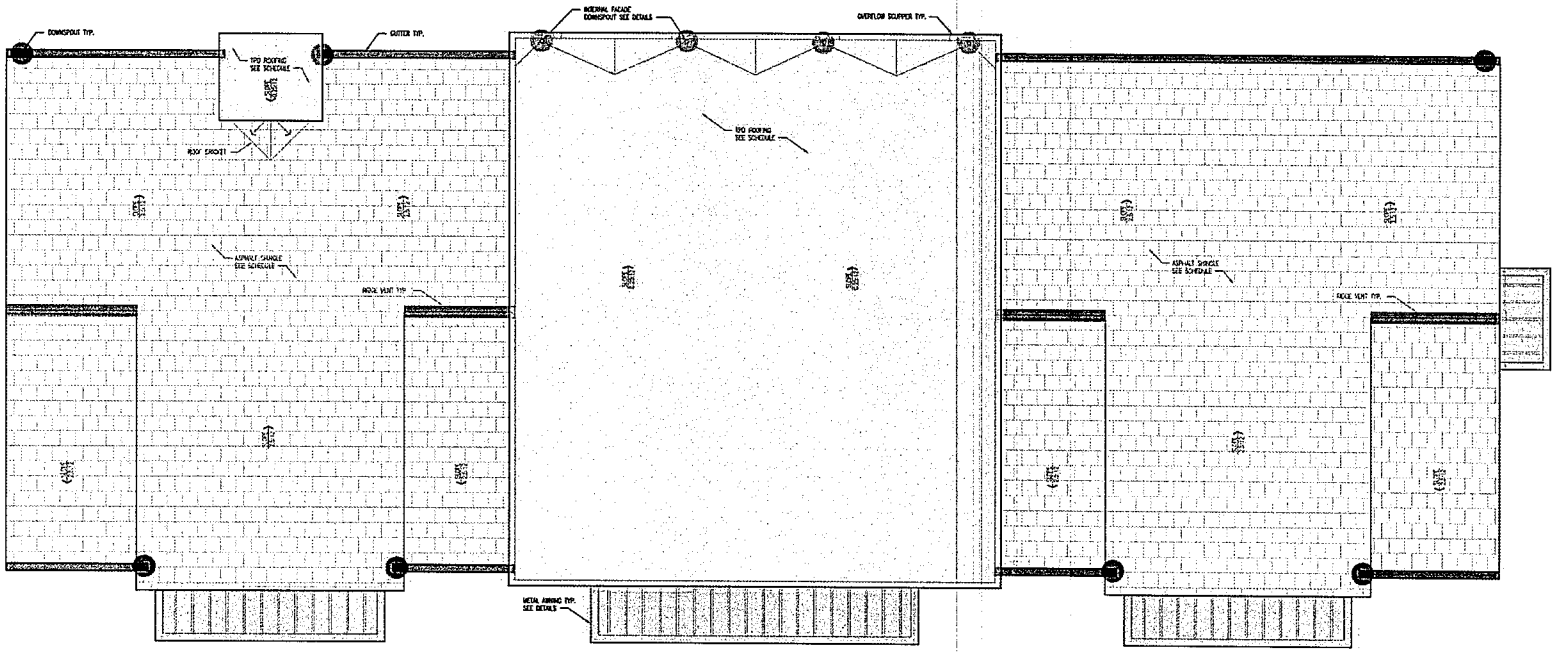
LOCATION	SPACING	MATERIAL	FASTENERS
EDGES	4" O.C.	1/2" CDX PLYWOOD	8 1/2" 64 RING SHANK WITH MIN (30) RINGS PER INCH
FIELD	8" O.C.	1/2" CDX PLYWOOD	8 1/2" 64 RING SHANK WITH MIN (20) RINGS PER INCH

ROOF PLAN NOTES

1. SEE MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR SIZE AND LOCATIONS OF ALL ROOF TOP PENETRATIONS AND EQUIPMENT.
2. M.E.P. CONTRACTOR SHALL
   A. COORDINATE INSTALL WITH ROOFING CONTRACTOR BY:
      A. ADVISING LOCATION AND SIZE OF ALL PENETRATIONS.
      B. FASTENING TO ROOF STRUCTURE THE M.E.P. ITEMS.
      C. COORDINATE TIMING OF INSTALLATION WITH ROOFER SO THAT THE ROOF MEMBRANE ASSISTS IN MAINTAINING DRY BUILDING CONDITIONS.
3. ROOFER SHALL
   A. COORDINATE INSTALLATION OF M.E.P. ITEMS WITH M.E.P. CONTRACTORS.
   B. CUT OUT ROOF FOR M.E.P. CONTRACTORS AT LOCATIONS AND SIZES IDENTIFIED BY THEM.
   C. INSTALL INSULATION AND ROOF MEMBRANE/FLASHING SYSTEM.
   D. COORDINATE TIMING OF INSTALLATION WITH M.E.P. CONTRACTORS SO THAT THE ROOF MEMBRANE ALWAYS MAINTAINS DRY BUILDING CONDITIONS.
4. ROOF FRAMING PLAN TO BE PROVIDED BY TRUSS COMPANY AND SUBMITTED TO ARCHITECT OF RECORD FOR REVIEW.

ROOF PLAN LEGEND

- PIPE PENETRATION
- MECHANICAL CURB
- ROOF HATCH
- GUTTER AND DOWNSPOUT
- OFF-RIDGE VENT



1 / A3.02 ROOF PLAN

SCALE: 1/4" = 1'-0"

NORTH

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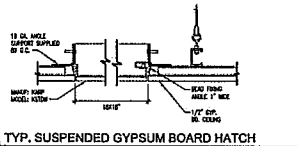
DRAWING TITLE
ROOF PLAN

ENGINEER	ARCHITECT	DESIGNED BY
-	TH	JAH
DRAWN BY	REVIEWED BY	SCALE
- JAH	TH	AS SHOWN

PROJECT NUMBER
2022
CHECK FILE #
BID SET
DRAFT FILE#
-

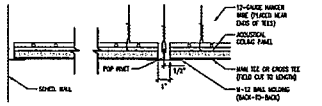
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A3.02

SEAL
JAMES T. HUDSON — FLORIDA — AR0020145 — REGISTERED ARCHITECT
09/07/2024



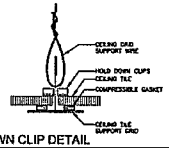
3 / A4.01 TYP. SUSPENDED GYPSUM BOARD HATCH

SCALE: 3" = 1'-0"



4 / A4.01 TYP. SUSPENDED ACOUSTICAL CEILING TILE

SCALE: 3" = 1'-0"



5 / A4.01 HOLD DOWN CLIP DETAIL

SCALE: 3" = 1'-0"

Gypsum Ceiling	3090.6 SQ FT
ACT Ceiling	410.7 SQ FT
EIFS on DENS-GLAS Exterior Ceiling	1723.6 SQ FT

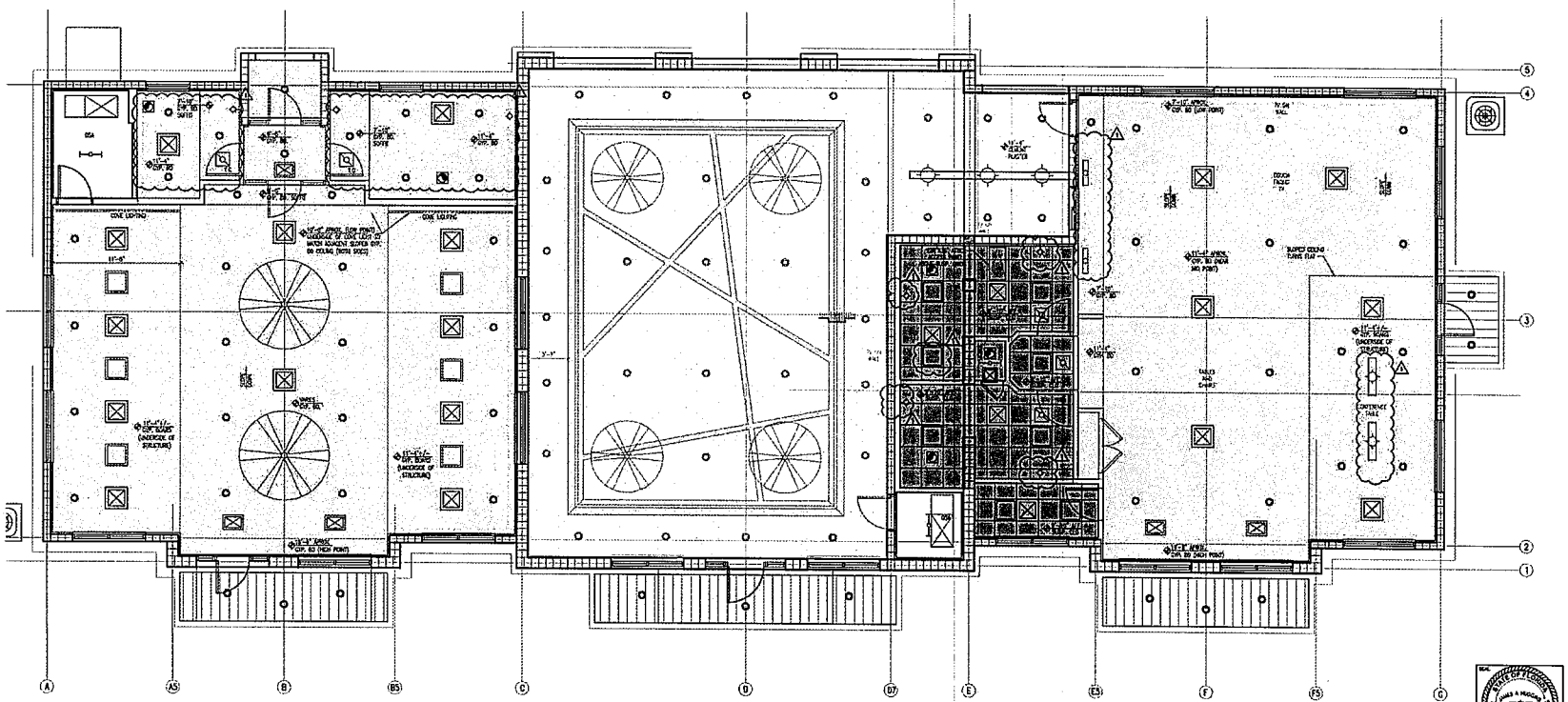
REFLECTED CEILING LEGEND

- 2' x 2' LED LIGHT FIXTURE
- 2' x 2' LED LIGHT FIXTURE (EMERGENCY)
- 2' OR 4' LED STRIP LIGHT FIXTURE
- RECESSED FAN LIGHT FIXTURE 6" (U.N.O.) DIAMETER LED RECESSED DAN LIGHT
- DECORATIVE PENDANT FIXTURE (SEE I.D. DRAWINGS)
- UNDER CABINET LIGHTING (SEE I.D. DRAWINGS)
- DECORATIVE WALL MOUNT FIXTURE (SEE I.D. DRAWINGS)
- EXIT SIGN (REFER TO LIFE SAFETY PLAN FOR ADDITIONAL INFO)
- HVAC SUPPLY DIFFUSER (SEE MECHANICAL FOR EXACT TYPE)
- HVAC RETURN DIFFUSER (SEE MECHANICAL FOR EXACT TYPE)
- EXHAUST FAN (SEE MECHANICAL FOR EXACT TYPE)
- WALL DIFFUSER
- CEILING ACCESS PANEL
- 2' x 2' WHITE ACOUSTICAL CEILING TILE NRC 0.55 TO 0.60.
- 2' x 2' ACOUSTICAL CEILING TILE WAVE, FACED CHANNEL CORE INSULATION BY ECKARTSTEC WITH COMPRESSIBLE GASKETS AND HOLD DOWN CLIPS.
- PAINTED 1/2" GYP. BD. REQUIRED TO BOTTOM CHORD OF TRUSSES (U.N.O.)
- OPEN TO STRUCTURE ABOVE
- CONTROL JOINT IN GYP. CEILING. ALIGN WITH WALL CONTROL JOINT. SEE DETAIL ON SHEET A7.01. DO NOT EXCEED 30' OR RATIOS BELOW 1:2
- EXTERIOR CEILING FAN. SEE I.D. DWGS. FOR DETAILED INFORMATION.
- SPECIALTY LIGHT FIXTURE. SEE I.D. DWGS. FOR DETAILED INFORMATION.
- EIFS FINISH COAT SYSTEM ON DENS-GLAS SHEATHING SECURED TO UNDERSIDE OF TRUSS OR STRUCTURE ABOVE (U.N.O.)

SEE I.D. DWGS. FOR DETAILED INFORMATION.

GENERAL NOTES

1. PROVIDE AND INSTALL HARD CEILING ACCESS PANELS IN QUANTITIES, SIZES AND AT LOCATIONS AS SHOWN IN DRAWINGS FOR ACCESS TO ABOVE CEILING AND EQUIPMENT AS IDENTIFIED BY THE HVAC, ELECTRICAL AND PLUMBING CONTRACTORS PRIOR TO THE START OF HARD CEILING FRAMING. WHETHER OR NOT THEY ARE SHOWN ON THE REFLECTED CEILING PLAN. THE MINIMUM ACCESS PANEL SIZE SHALL BE 16" X 16", OR 22-1/2" X 30" WHEN INSTALLED BETWEEN TRUSS.
2. ALL INTERIOR AREAS TO RECEIVE 5/8" GYPSUM BOARD SECURED TO UNDERSIDE OF TRUSS BOT. CHORD TO CREATE A THERMAL ENVELOPE (U.N.O.).
3. ALL EXTERIOR CEILINGS SHALL BE E.I.F.S. SYSTEM COMPOSED OF REINFORCED MESH, BASE COAT PRIMER & FINISH COAT INSTALLED OVER DENS GLASS GOLD, DIRECT TO BOTTOM CHORD OF TRUSS (U.N.O.).
4. ALL INTERIOR CEILINGS SHALL BE SUSPENDED 1/2" GYP. BOARD CEILING OR SUSPENDED ACOUSTICAL CEILING TILE (U.N.O.). SEE BUILDING SECTIONS FOR MORE INFORMATION.



1 / A4.01 REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

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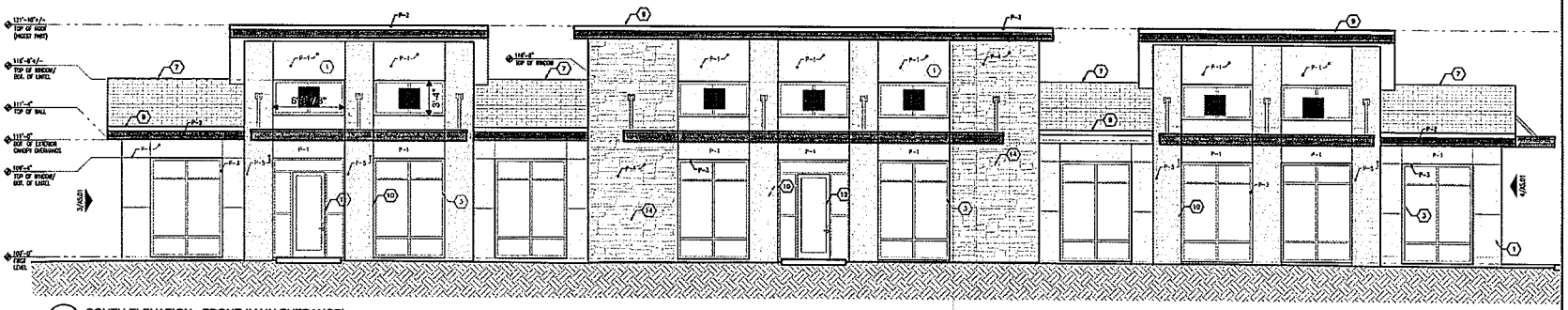
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DRAWING TITLE
REFLECTED CEILING PLANS

DRAWN BY	ARCHITECT	DESIGNER
- JAH	TH	JAH
CHKD BY	REVIEWED BY	SCALE
- JAH	TH	AS SHOWN

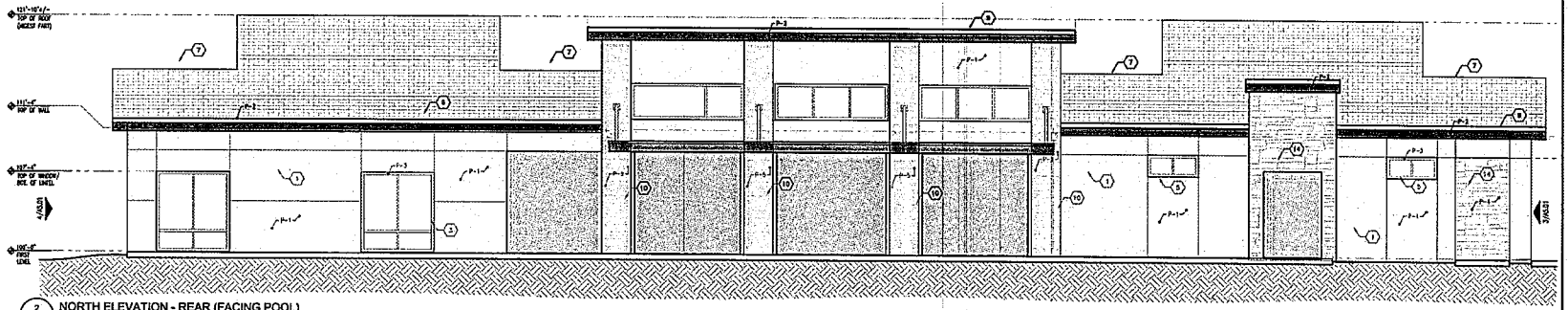
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CADD FILE # 802
DWG FILE(S) -

DRAWING NUMBER
A4.01



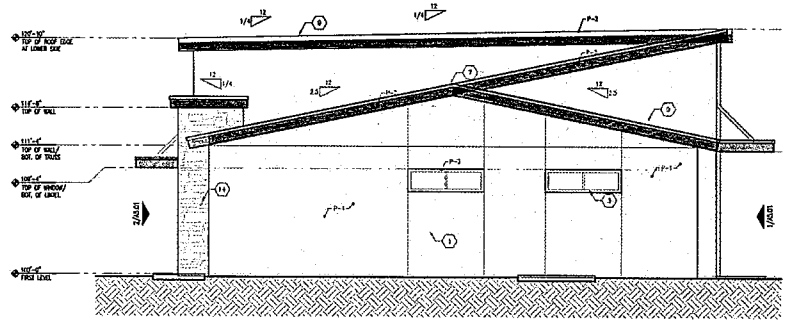
1 A5.01 SOUTH ELEVATION - FRONT (MAIN ENTRANCE)

SCALE: 1/4" = 1' - 0"



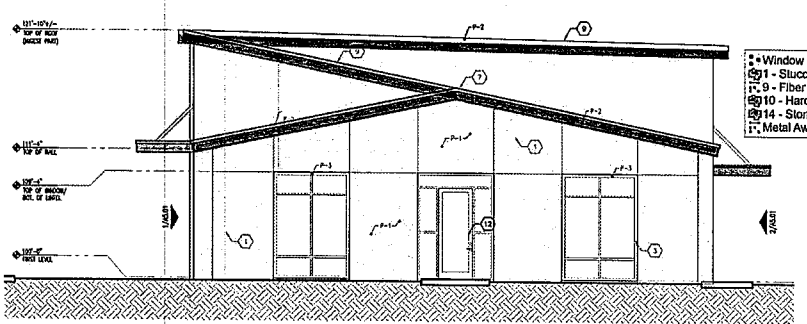
2 A5.01 NORTH ELEVATION - REAR (FACING POOL)

SCALE: 1/4" = 1' - 0"



3 A5.01 WEST ELEVATION

SCALE: 1/4" = 1' - 0"



3 A5.01 EAST ELEVATION

SCALE: 1/4" = 1' - 0"

EXTERIOR FINISH SCHEDULE				
CEMENT PLASTER		EIFS	COMBINATION	NOTES:
7/8"	5/8"	NOT LESS THAN 2" TO W. THICK INSULATION BOARD	3/8" GUIDE FLOOR + 1/4" ACRYLIC COAT	1. SEE ELEVATIONS FOR CEMENT PLASTER CONTROL JOINT LOCATIONS. NOT TO EXCEED 2:1 RATIO OR 144 SF
MUST HAVE LATH - SCRATCH - BROWN - FINISH	NO LATH REQUIRED - SCRATCH - FINISH	FOUNDATION REINFORCEMENT ACRYLIC COAT	SCRATCH COAT BROWN COAT/FINISH 1/4" ACRYLIC COAT	2. APPLY HEAVY TEXTURED PAINT ON CMU COLUMN WRAP
				3. SEE WALL TYPE FOR UNDERLAYMENT & MOISTURE BARRIER TYPE

PAINT SCHEDULE		
PAINT – PAINT TO BE SHERWIN WILLIAMS EXTERIOR ACRYLIC LATEX – SATIN		
	COLOR	DESCRIPTION
P-1	POPLAR GRAY	SW-6177
P-2	GARRET GRAY	SW-7068
P-3	HARON PLUME	SW-6070
P-4	CULTURED STONE	STONE VENEER FINISH
P-5	HARDIE PLANK SIDING (PAINTED-ROOKWOOD RED)	SW-2802
NOTES: OWNER TO PROVIDE FINAL COLOR SELECTIONS.		
NOTES: 1. PAINT EXPOSED STEEL STRUCTURE FLAT BLACK INCLUDING, BUT NOT LIMITED TO, COLUMNS, BAR JOISTS AND BEAMS.		

FINISHES	FIBER CEMENT BD. TRIM SIZE/TYPE
EXTERIOR FINISHES: CONCRETE/CONCRETE PLASTER / STUCCO SMOOTH FINISH PRIMER: ALLWEATHER – LOXON CONCRETE & MASONRY PRIMER, EXTERIOR/EXTERIOR LATEX WHITE 2 COATS: 46YW01131 – SUPERPAINT EXTERIOR ULTRA SATIN SATIN WHITE TERRACE METAL HOLLOW METAL DOORS & FRAMES, AND BOLLARDS PRIMER: RUSTOLEUM 2000000 – NEW BRUSHED UNIVERSAL METAL PRIMER OFF WHITE OFF WHITE 2 COATS: 26-49201/61 – PRO INDUSTRIAL WATERBASE ALKYD ENAMEL EXTRA WHITE STEEL DOORS & DOOR FRAMES PRIMER: B66W00310 – PRO INDUSTRIAL PRO-CRYL UNIVERSAL ACRYLIC PRIMER OFF WHITE, SPRAY PAINT OR FULL GLOSS PAINT AS NEEDED 2 COATS: B27W01151 – PROCLASSICS WATERBORNE INTERIOR ACRYLIC SEMI-GLOSS ENAMEL EXTRA WHITE	FIBER CEMENT BOARD: SHALL BE JAMES HARDIE FASCIA BOARDS: FASCIA BOARDS SHALL BE FIBER CEMENT BD. SOFFIT/SOFFITS AT SOFFIT HEADS: SOFFIT BOARDS: SOFFIT SHALL BE 1-1/4 X 2.8 SMOOTH FIBER CEMENT BD. – PAINTED, INCLUDE JAMES EXTERIOR CEILINGS: ALL EXTERIOR CEILINGS AND SOFFITS SHALL BE 1/4" PVC BEAD BOARD – NON VENTED. EXTERIOR TRIM, DOORS & WINDOW JAMBS SHALL BE: STUCCO 6"# TRIM

ELEVATION KEYNOTES
1 CEMENTITIOUS PLASTER FINISH ON CMU WALL WITH 2" REVEALS AS SHOWN.
2 4" PRECAST SILL/BAND
3 CLEAR WINDOW – SEE SCHED. ON SHEET A8.01
4 BLACKED OUT WINDOW FURRED INSIDE, LEAVE GAP ABOVE FOR VENTING INTO CEILING – SEE SCHED. ON SHEET A8.01
5 OBSCURED GLASS WINDOW FOR RESTROOM PRIVACY – SEE SCHED. ON SHEET A8.01
6 STOREFRONT GLASS WINDOW & DOOR. SEE SCHED. ON SHEET A8.01
7 CONTINUOUS RIDGE VENT. SEE DETAIL 3/A3.32
8 METAL RIDGE CAP. SEE DETAIL 8/A3.32
9 FIBER CEMENT FASCIA BOARD – PAINTED
10 HARDIE PLANK ARTISAN SERIES SHIPLAP SIDING (PAINTED)
11 8" TRIM AROUND WINDOW (STUCCO)
12 EXTERIOR DOOR – PAINTED
13 EXTERIOR FENCE. SEE LANDSCAPE DRAWINGS FOR TYPE.
14 CAST/CUT STONE VENEER BASE. SEE FINISH NOTES FOR SPECS.
15 EXPOSED 4" PVC DOWNSPOUT TO GROUND.

GENERAL ELEVATION NOTES
1. ALL EXTERIOR METAL TO BE ALUMINUM, U.N.O.
2. CONTROL JOINT IN CEMENT PLASTER TO LOCATED EVERY 144 SF AND NOT TO EXCEED 1.5 RATIO.

Window Not In Schedule (3'4"x6'9")	7.0 EA
1 - Stucco	2314.0 SQ FT
9 - Fiber Cement Fascia	810.3 FT
10 - Hardie Plank	648.3 SQ FT
14 - Stone Veneer	523.6 SQ FT
Metal Awning	139.3 FT

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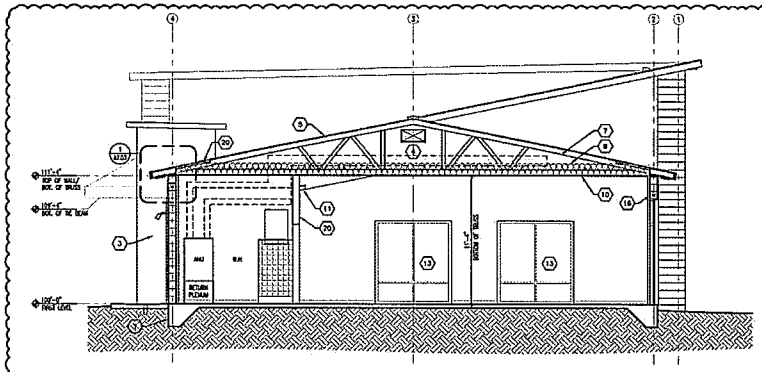
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Drawing title
EXTERIOR ELEVATIONS

DRAWN BY	– JAH	ARCHITECT	TH
CHECKED BY	TH	DESIGNER	JAH
		SCALE	AS SHOWN

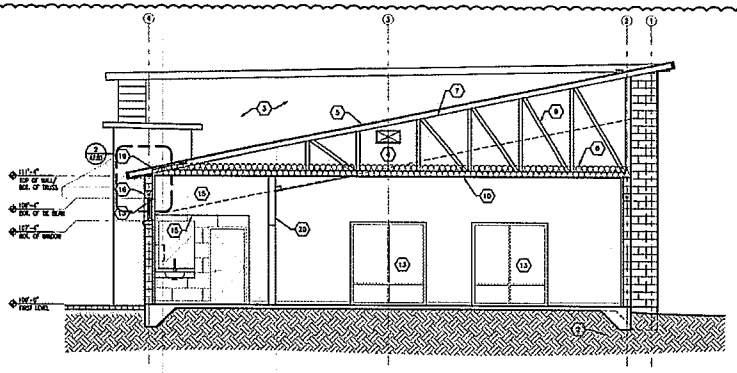
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05/07/2024



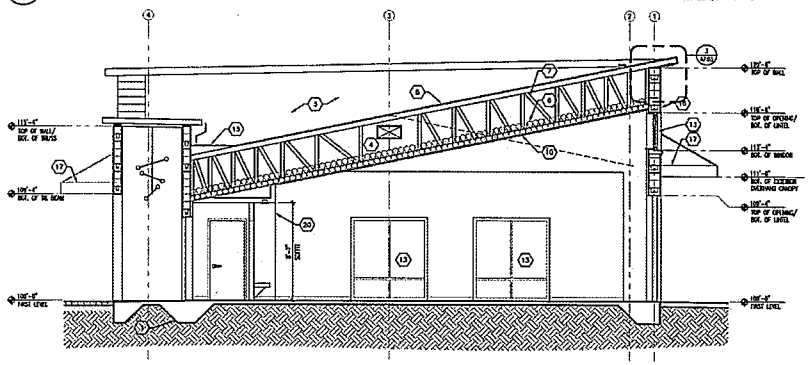
1 A6.01 SECTION

SCALE: 1/4" = 1' - 0"



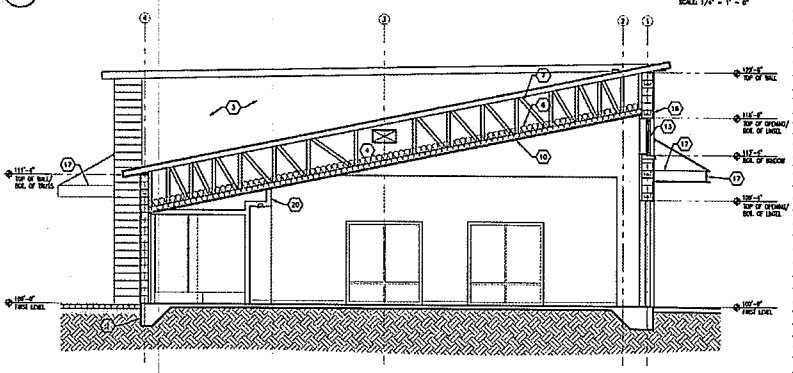
2 A6.01 SECTION

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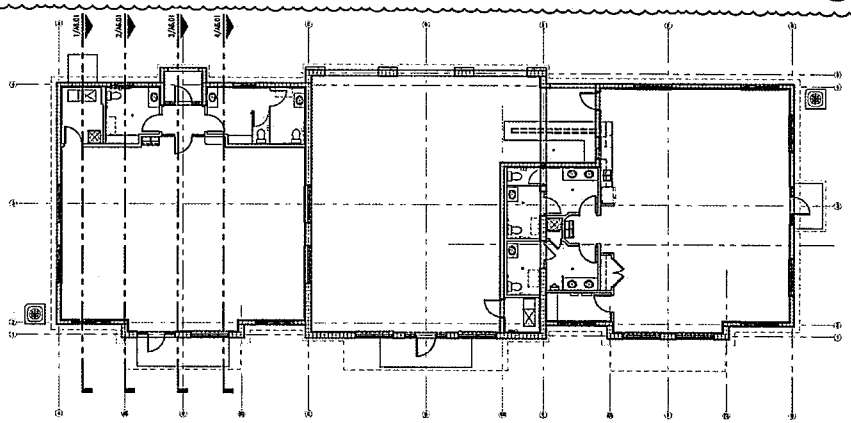
3 A6.01 SECTION

SCALE: 1/4" = 1' - 0"



4 A6.01 SECTION

SCALE: 1/4" = 1' - 0"



– A6.01 REFERENCE PLAN

SCALE: 1/4" = 1' - 0"

SECTION KEY NOTES

1. THICKENED SLAB FOUNDATION AS SCHED. SEE STRUCTURAL
2. CONTINUOUS WALL FOUNDATION BELOW. SEE STRUCTURAL
3. CEMENTITIOUS PLASTER FINISH ON BLOCK WALL WITH PAINTED FINISH (TYPICAL)
4. 48" WIDE CLEAR SPANNING OR PRE-ENGINEERED ROOF TRUSS DESIGN FOR DUCTWORK TO RUN THROUGH. SEE MECHANICAL
5. SHINGLE ROOF - SEE SPECIFICATIONS ON SHEET A3.31 AND DETAILS ON SHEET A3.32
6. BLOWN-IN R-38 INSULATION.
7. PRE-ENGINEERED WOOD TRUSSES
8. LATERAL BRACING AS PER ROOF TRUSS DRAWINGS. TYP. FOR PRE-ENGINEERED WOOD TRUSSES
9. GABLE END TRUSS
10. INTERIOR BASE CEILING: GYPSUM BOARD CEILING AT BOTTOM OF TRUSS. FOR SURFACE MOUNTED ACCENTS, SEE REFLECTED CEILING PLAN AND INTERIOR DESIGN DRAWINGS.
11. COVE LIGHT
12. EXTERIOR BASE CEILING: SHEATHING AT BOTTOM OF TRUSS. USE 1/4" BEAD BOARD AS FINISH (U.N.O.). SEE I.D. DRAWINGS FOR TYPE AND COLOR.
13. ROOF OPENING
14. WINDOW/DOOR AS SPECIFIED ON SHEET A8.01. SEE FLOOR PLANS FOR DIMENSIONS AND EXACT LOCATION
15. SUSPENDED CEILING. SEE I.D. DRAWINGS
16. OVERHEAD SOFFIT.
17. CONCRETE LINTEL. SEE STRUCTURAL DRAWINGS FOR MORE INFO & SCHEDULE.
18. OVERHEAD PRE-FABRICATED METAL CANOPY INSTALLED PER MANUF. INSTRUCTIONS. SEE COVE SHEET FOR FL APPROVAL CODE.
19. RETURN AIR GRILLE. NOT FINAL LOCATION, COORDINATE WITH I.D. DRAWINGS FOR EXACT TYPE.
20. INSULATION BAFFLE
21. INTERIOR PARTITIONS. SEE PLAN AND PARTITION SHEET A7.01.
22. GABLE BRACING
23. CUSTOM CEILING TRIM W/ PAINTED DESIGN
24. PASS-THRU WINDOW. BOTTOM TO BE FLUSHED WITH COUNTERS BOTH INSIDE AND OUTSIDE.
25. RAISED T.E. BEAM

Insulation R-38 Bl... 168.6 FT

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–	06/03/2024	PERMIT SET	JAH
1	06/17/2024	BID SET / INTERIOR COORDINATION	JAH
2	06/28/2024	ADDENDUM #1	JAH

SECTION LEGEND

- M — LETTER OR NUMBER INDICATES COLUMN LOCATIONS. SEE STRUCTURAL DRAWINGS FOR COLUMN TYPE AND SIZE.
- LINE TYPE INDICATES CENTER OF COLUMN.
- TOP OF PARAPET 20'-0" / A7.01 — ELEVATION TARGET INDICATES LOCATION AND HEIGHT ABOVE FINISH FLOOR.
- 1/A6.01 — SECTION TARGET INDICATES VIEW DIRECTION, SECTION NUMBER AND SHEET NUMBER WHERE SECTION CAN BE FOUND.

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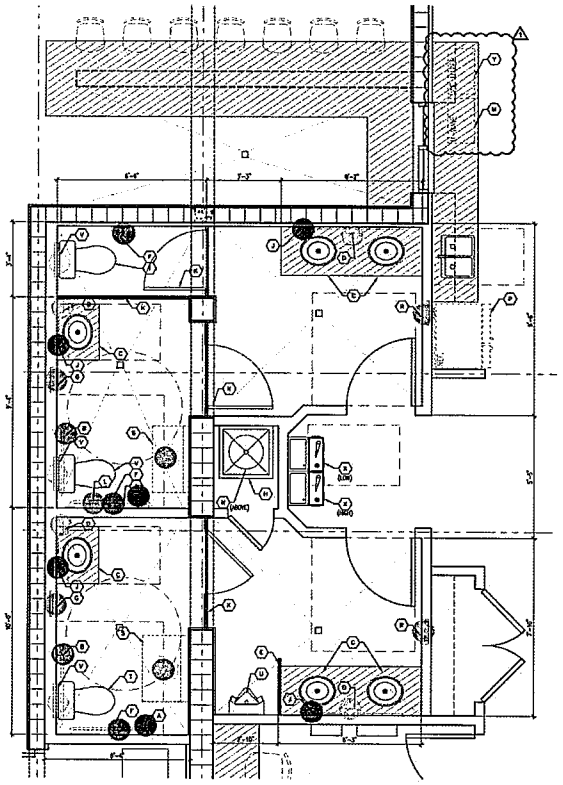
DRAWING TITLE
SECTIONS

ENGINEER	ARCHITECT	DESIGNER
–	TH	JAH
DRAWN BY	REVIEWED BY	SCALE
– JAH	TH	AS SHOWN

SEAL
JAMES A. HOLLAND — FLORIDA — REGISTERED ARCHITECT
08/07/2024

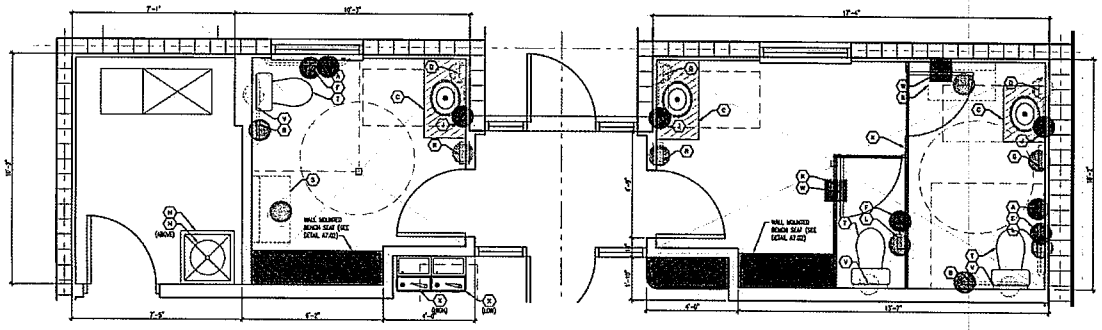
PLOT DATE 8/22
CAD FILE # – 8/22
KEY PLAN –

DRAWING NUMBER
A6.01



1 A7.05 ENLARGED PLAN - AMENITY RESTROOMS

SCALE: 1/2" = 1'-0"



2 A7.05 ENLARGED PLAN - FITNESS / POOL RESTROOMS

SCALE: 1/2" = 1'-0"

GENERAL FINISH NOTES

ROOM FINISH DESIGNATION IS AS FOLLOWS:

ROOM NAME
XXX
XX/YY

XX = FLOOR FINISH
YY = BASE MATERIAL
WALL FINISH (WHEN ALL WALLS ARE SAME FINISH)

NOTE: DIRECTIONS ARE BASED ON PLAN NORTH

SEE INTERIOR DESIGN SHEETS FOR FINISH SELECTIONS AND SPECIFICATIONS AND INTERIOR ELEVATIONS

NOTE: FINISHES DESIGNATED ON PLAN ARE SHOWN FOR GENERAL INFORMATION PURPOSES ONLY. SEE I.D. DRAWINGS FOR SPECIFIC FINISH SELECTIONS AND DETAILED INFORMATION.

Floor Finish

C = CONCRETE	S = SEALED CONCRETE
P = PAVERS	V = VCT
PT = PORCELAIN TILE	VP = VINYL PLANK
CT = CARPET TILE	– = NO FINISH

Base Finish

V = VINYL	T = TILE
– = NO FINISH	W = WOOD

Wall Finish

P = PAINT	T = TILE
E = EPOXY PAINT	F = FRP
S = STAINLESS STEEL	– = NO FINISH

GENERAL PLAN NOTES

ROOM NAME
XXXX

1. DOT DESIGNATION AT FRONT OF ROOM # DESIGNATES 3" SOUND ATTENUATION BLANKETS IN ALL WALLS IN ROOM TO FULL HEIGHT OF PARTITION SCHEDULES. REFER TO PARTITION SHEET, AND INSULATION ON CEILINGS.
2. W-01 DESIGNATES WINDOW TYPE
3. "J-#" DESIGNATES JANITOR SINK TYPE. SEE SHEET A7.02
4. "FEC-#" DESIGNATES FIRE EXTINGUISHER CABINET TYPE. (F.E. BY OWNER) SEE LIFE SAFETY PLAN AND SHEET A7.01
5. "FE-#" DESIGNATES FIRE EXTINGUISHER WITH BRACKET. (BY OWNER) SEE LIFE SAFETY PLAN AND SHEET A7.01
6. EWC-01 (SEE PLUMBING DRAWINGS).
7. E.E. DESIGNATES FLOOR TRANSITION STRIP.
8. "FD-04" DESIGNATES FUTURE OPENING IN MASONRY WALL PROVIDE R.O. BLOCKS FOR FUTURE DOOR.
9. DOOR # DESIGNATION IS AS FOLLOWS:

FIRE RATING
DOOR TYPE
HARDWARE SET (SEE SPECIFICATIONS)
2nd DOOR IN A ROOM
SINGLE DOOR #

REF. TO SHEET A8.01 FOR ELEVATION, ACCESSORIES AND GRILLE

10. GENERAL CONTRACTOR TO COORDINATE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES WITH NEW UNDERGROUND CONSTRUCTION AND NOTIFY ARCHITECT OF ANY CONFLICTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, AND CONFIRMING THAT WORK IS BUILDABLE, AS SHOWN BEFORE PROCEEDING WITH CONSTRUCTION. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ISSUES, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK IN QUESTION OR RELATED WORK.
12. ERECT AND MAINTAIN SUITABLE FENCES AND BARRIERS FOR THE DURATION OF THE WORK TO PREVENT TRAFFIC INTO TO THE CONSTRUCTION AREA.
13. THE CONTRACTOR'S WORK PERFORMED UNDER THESE CONTRACT DOCUMENTS SHALL CONFORM TO THE CONTRACT REQUIREMENTS AND SHALL BE FREE OF ANY DEFECTS IN EQUIPMENT, MATERIAL, AND/OR WORKMANSHIP. THIS SHALL ALSO APPLY TO ALL SUBCONTRACTORS AND SUPPLIERS.
14. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO INCLUDE ALL LABOR, MATERIALS, AND DEVICES NECESSARY FOR THE COMPLETION OF ALL WORK SHOWN, DESCRIBED OR REASONABLY IMPLIED, BUT NOT LIMITED TO THAT EXPLICITLY INDICATED IN THE CONTRACT DOCUMENTS.
15. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY SPECIFIED MATERIALS OR EQUIPMENT WHICH ARE EITHER UNAVAILABLE OR THAT WILL CAUSE A DELAY IN THE CONSTRUCTION COMPLETION SCHEDULE. THE CONTRACTOR SHALL SUBMIT CONFIRMATIONS OF DELIVERY DATES FOR ORDERS OF MATERIAL AND EQUIPMENT.
16. ANY WORK INSTALLED IN CONFLICT WITH THE CONSTRUCTION DOCUMENTS, WITHOUT THE PRIOR APPROVAL OF THE OWNER AND THE ARCHITECT/ENGINEER, SHALL BE CORRECTED AT THE CONTRACTORS EXPENSE.
17. INSTALL ALL MANUFACTURED ITEMS, MATERIALS AND EQUIPMENT IN STRICT ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

ACCESSORY SCHEDULE

LETTER 'I' or '9' NOT USED

MARK	ITEM	NOTES	MODEL #	MOUNTING HEIGHT	MANUFACTURER	REMARKS
A	42"L x 1 1/2" x GRAB BAR	SATIN FINISH CONCEALED FLANGES	167	36" TO C	AMERICAN SPECIALTIES INC	PROVIDE BACKING IN WALL – TYPE A
B	36"L x 1 1/2"x GRAB BAR	SATIN FINISH CONCEALED FLANGES	164	36" TO C	AMERICAN SPECIALTIES INC	PROVIDE BACKING IN WALL – TYPE A
C	LAVATORY – UNDERMOUNT	COLOR: #7 BLACK (MATTE) PVC COLOR: PURE WHITE (FIXTURE)	2020 0160	31" TO TOP	CAESAR STONE	PROVIDED BY O.C.
D	WALL MOUNTED SOAP DISPENSER	SURFACE MTD.	6262-15	48" MAX. TO C OF DISPENSER	AMERICAN SPECIALTIES INC	PROVIDED BY O.C.
E	URINAL PARTITION	FLOOR AND WALL SUPPORTED	ORANGE PEEL BLACK	–	SCRANTON PRODUCTS SHEET METERS	PROVIDE CHROME ZAMAC HARDWARE STAINLESS STEEL LEGS – 24 INCH
F	TOILET PAPER DISPENSER	SURFACE MTD.	6224-01 MATTE BLACK	24" MIN. TO C OF DISPENSER	AMERICAN SPECIALTIES INC	PROVIDED BY O.C.
G	PAPER TOWEL DISPENSER (ADA STYLE)	RECESSED MTD.	6452-SST2 MATTE BLACK	40" MAX. TO C OF DISPENSER	AMERICAN SPECIALTIES INC	PROVIDED BY O.C.
H	JANITOR SINK	FLOOR SUPPORTED	E-59	41" A.F.F.	MUSTEE	24"x24"x12" – WITH MOUNTED FAUCET, PAIL HOOK AND 3/4" HOSE THREAD IN SPOUT
J	MIRROR	SURFACE MTD.	2660-2436-SF MATTE BLACK	BOTTOM 40" FROM FINISH FLOOR	AMERICAN SPECIALTIES INC	PROVIDED BY STAINLESS STEEL – SATIN FINISH
K	TOILET PARTITIONS	FLOOR AND WALL SUPPORTED	ORANGE PEEL BLACK	–	SCRANTON PRODUCTS SHEET METERS	PROVIDE CHROME ZAMAC HARDWARE STAINLESS STEEL LEGS – 24 INCH
L	SANITARY NAPKIN DISPOSAL	FACTORY MTD.	2253-15 MATTE BLACK	24" TO C	AMERICAN SPECIALTIES INC	PROVIDED BY O.C.
M	MEDICINE	UNDER CABINET	SEE I.D.	BELOW COUNTER	SEE I.D. DRAWINGS	SEE I.D. DRAWINGS
N	ELECTRIC HAND WASH	2G – GALLON	E300 – 2G.BG	36"MAX	AMERICAN	MOUNT ON TOP OF COUNTER OR WALL
P	REFRIGERATOR	SEE I.D. DRAWINGS	SEE I.D.	A.F.F.	SEE I.D. DRAWINGS	SEE I.D. DRAWINGS
R	TOWEL (NON-CONFORMING)	SURFACE MTD. WALL MTD.	6-FOLD/C-FOLD STAINLESS STEEL	48" MAX. TO C OF DISPENSER	AMERICAN STANDARD	BASIC
R	PAPER TOWEL DISPENSER (MAIN LAV)	RECESSED MTD.	6804-SST2 MATTE BLACK	A.F.F.	AMERICAN SPECIALTIES INC	PROVIDED BY O.C.
S	BABY CHANGING STATION	RECESSED MTD.	6806-SS	34" TO TOP OF CHANGING SURFACE	AMERICAN SPECIALTIES INC	PROVIDED BY O.C.
T	TOILET	TANK TYPE	2257.101/6257.101 WHITE	15" TO TOP OF TANK	AMERICAN STANDARD	PROVIDED BY O.C.
U	URINAL	TOP SPUD SIPHON JET	6047.001.020	15" TO TOP OF URINAL	AMERICAN STANDARD	PROVIDED BY O.C. – SHERROX 1.0 GPF
V	SEAT COVER DISPENSER	SURFACE MTD.	6471-SS-25 MATTE BLACK	24" TO C	AMERICAN SPECIALTIES INC	PROVIDED BY O.C.
W	CHROME HOOK	FACTORY MTD.	–	66" TO C	AMERICAN SPECIALTIES INC	PROVIDED BY O.C.
X	ELECTRIC WATER COOLER	WALL MTD.	CORNERSTONE	34" TO TOP OF BOTTLE FILLER	ELKAY	PROVIDED BY O.C.
Y	ICE MAKER	UNDER CABINET	SEE I.D.	A.F.F.	SEE I.D. DRAWINGS	SEE I.D. DRAWINGS

- A - 42" Grab Bar 4.0 EA
- B - 36" Grab Bar 4.0 EA
- D - Soap Dispenser 7.0 EA
- E - Urinal Partition 2.5 FT
- F - Toilet paper Dispenser 6.0 EA
- G - Paper Towel ADA 3.0 EA
- J - Mirror 7.0 EA
- K - Toilet Partition 36.7 FT
- L - Sanitary Napkin 3.0 EA
- R - Paper Towel Main 4.0 EA
- S - Baby Changing Station 4.0 EA
- V - Seat Cover Disp 6.0 EA
- W - Chrome Hook 2.0 EA
- Bench 19.7 SQ FT

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REVISION	DATE	DESCRIPTION	BY
–	08/02/2024	PERMIT SET	JAH
1	08/07/2024	BID SET / INTERIOR COORDINATION	JAH

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PALM COAST, FLORIDA 32164

DRAWING TITLE
ENLARGED PLANS

LICENSED	ARCHITECT	DESIGNED
–	TH	JAH
DRAWN BY	REVIEWED BY	SCALE
– JAH	TH	AS SHOWN

JAH # 602
DWG FILE # –
PRINT FILE # –

DRAWING NUMBER
A7.05

STATE OF FLORIDA
JAMES A. HANCOCK
AR0024499
REGISTERED ARCHITECT
09/07/2024

BID SET

TS1.0 Thickened Slab	232.9 FT
TS1.6 Thickened Slab	13.5 FT
TS2.0 Thickened Slab	112.9 FT
WF1.6 Stem Wall Footing	14.9 FT
WF2.0 Wall Footing	70.4 FT
F01 Thickened Slab Footing	29.0 FT

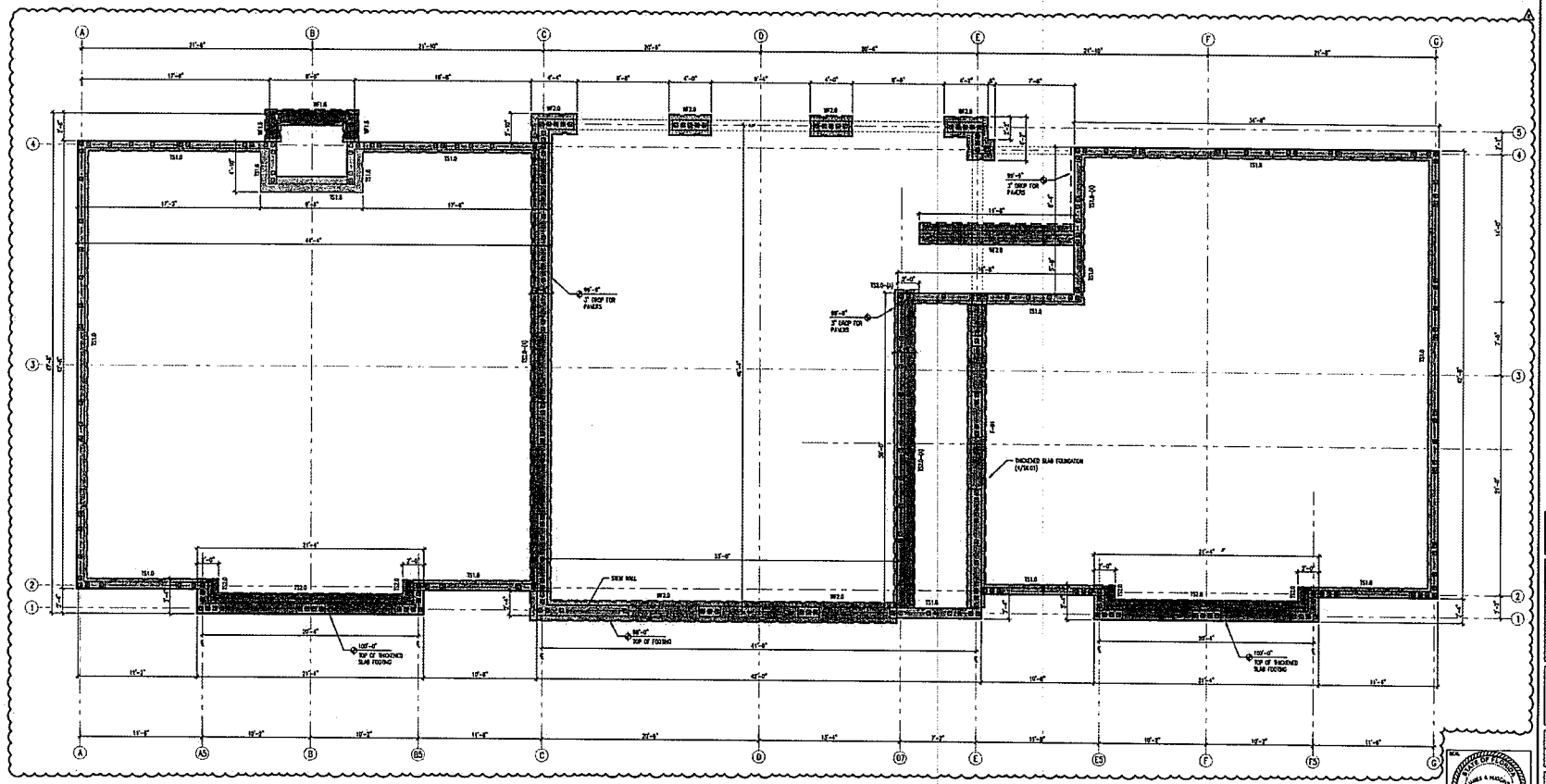
WALL FOOTING & THICKENED SLAB SCHEDULE

MARK	DEPTH	SIZE (W x t)	REINFORCING	TRANSVERSE BARS	REMARKS
WF1.6	12"	1'-6" x CONT.	(3) #5 @ BOTT. & (1) #5 @ TOP	#4 BAR x 12" O/C @ BOTT.	STEM WALL
WF2.0	12"	2'-0" x CONT.	(3) #5 @ BOTT. & (2) #5 @ TOP	#4 BAR x 12" O/C @ BOTT.	STEM WALL
TS1.0	24"	1'-0" x CONT.	(3) #5 @ BOTT. & (1) #5 @ TOP	#4 BAR x 12" O/C @ BOTT.	SLAB DOWN SLAB FOUNDATION
TS1.8	24"	1'-8" x CONT.	(3) #5 @ BOTT. & (2) #5 @ TOP	#4 BAR x 12" O/C @ BOTT.	SLAB DOWN SLAB FOUNDATION
TS2.0	24"	2'-0" x CONT.	(3) #5 @ BOTT. & (2) #5 @ TOP	#4 BAR x 12" O/C @ BOTT.	SLAB DOWN SLAB FOUNDATION
F-01	24"	1'-0" x CONT.	(3) #5 @ BOTT. & (1) #5 @ TOP	#4 BAR x 12" O/C @ BOTT.	THICKENED SLAB

NOTE: ALL REINFORCING SHALL HAVE 3" CLEARANCE (MIN.) AT BOTTOM AND SIDES.
(A) = DENOTES 3" DROP FOR PAVERS. SEE FOUNDATION DETAIL (3/S6.01)

GENERAL CONCRETE NOTES:

1. REFER TO SLAB PLAN SHEET FOR SLAB THICKNESS, REINFORCEMENT AND VAPOR BARRIER
2. DIMENSIONS ARE TO FACE OF MASONRY OR CENTERLINE OF COLUMNS
3. DO NOT SCALE THESE DRAWINGS. SOME ITEMS MAY HAVE BEEN EXAGGERATED FOR CLARITY.



1 / S3.01 FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

NORTH

BID SET

09/07/2024

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REVISION	DATE	DESCRIPTION	BY
-	08/02/2024	PERMIT SET	JAH
1	08/27/2024	BID SET / INTERIOR COORDINATION	JAH
2	10/29/2024	ADDENDUM #1	JAH

GENERAL NOTES:

1. FOR ADDITIONAL NOTES AND SPECIFICATIONS SEE SHEET S0.01
2. PROVIDE 3" CLEAR COVER OF REBAR AT SIDES AND BOTTOM OF FOUNDATION
3. REFER TO SLAB PLAN SHEET FOR SLAB THICKNESS, REINFORCEMENT AND VAPOR BARRIER
4. DIMENSIONS ARE TO FACE OF MASONRY OR CENTERLINE OF COLUMNS
5. COORDINATE ALL OPENINGS AND DIMENSIONS WITH PLANS
6. PROVIDE 3'-0" x 3'-0" FOUNDATION CORNER BARS (#6 BARS 2'-0"x2'-0" CENTERS IN SLAB) AT ALL CORNERS AND INTERSECTIONS.
7. DO NOT SCALE THESE DRAWINGS. SOME ITEMS MAY HAVE BEEN EXAGGERATED FOR CLARITY.
8. ALL 12" CMU SHALL BE GROUTED WITH #5 @ 2' 8" MAX SPACING UNLESS NOTED OTHERWISE. ALL CORNER & JAMBS TO ALSO HAVE GROUTED CELL W/#5 VERTICAL.

   ALL 8" CMU SHALL BE GROUTED WITH #5 @ 3' 4" MAX SPACING UNLESS NOTED OTHERWISE. ALL CORNER & JAMBS TO ALSO HAVE GROUTED CELL W/#5 VERTICAL
9. PROVIDE 25" LAP FOR REINFORCEMENT PLACED IN CONCRETE MASONRY.
10. PROVIDE f'_c = 3,000 PSI GROUT AT CONCRETE AND AT FILLED CELLS.
11. SOIL TO BE COMPACTED TO 95% DENSITY AND TERMITE TREATED AS REQUIRED BY FBC.
12. ALL REINFORCING IN CMU SCREEN WALLS SHALL HAVE GROUTED CELLS & #5 REBAR @ 2'-8" O.C. MAX. ALL CORNERS & END CONDITION

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DRAWING TITLE
FOUNDATION PLAN

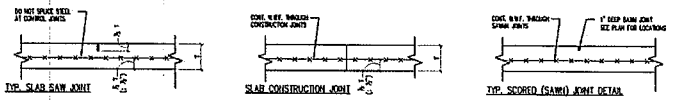
ENGINEER	ARCHITECT	DESIGNER
-	TH	JAH
DRAWN BY	REVIEWED BY	SCALE
JAH	TH	AS SHOWN

JAH #	DRAWING NUMBER
602	S3.01
CADD FILE #	
602	
SHEET FILE(S)	
-	

SLAB SCHEDULE							
LOCATIONS	SIZE	REINF	PSI	C.J.	BASE	VAPOR BARRIER	EXPANSION JOINT
100'-0" A.F.F.	4"	6x6-2.9/2.9 WWF	3000	@144 SF MAX OR AS SHOWN ON PLAN	4" SAND OVER COMPACTED SOIL	10 MIL CLASS A	1/2" @ PERIMETER WHERE INDICATED

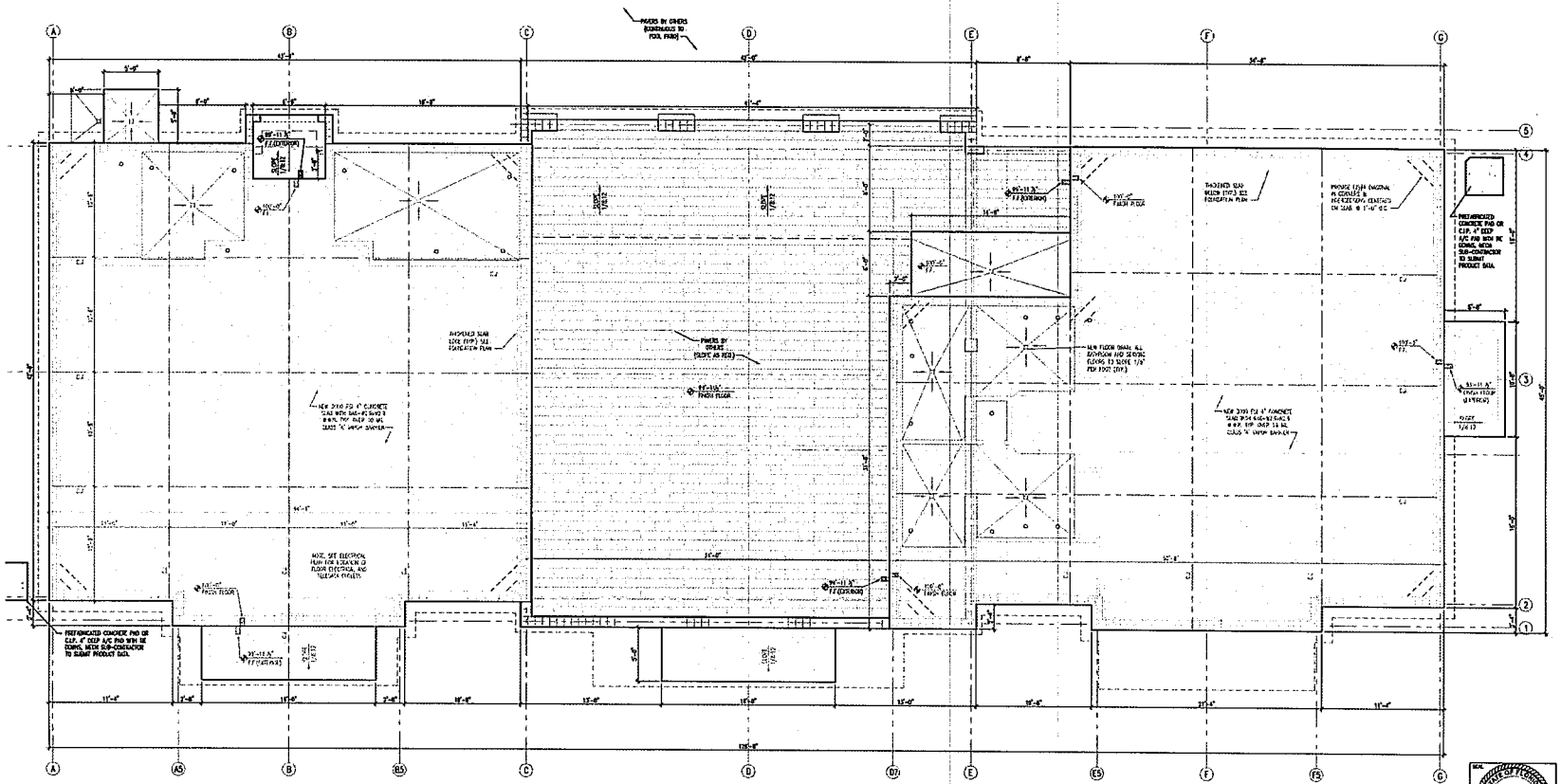
Pavers 1676.0 SQ FT

SOG 4" 4276.1 SQ FT



S4.01 TYPICAL SLAB DETAILS

SCALE: 1" = 1'-0"



1 S4.01 SLAB PLAN

SCALE: 1/4" = 1'-0"

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REVISION	DATE	DESCRIPTION	BY
-	08/02/2024	PERMIT SET	JAH
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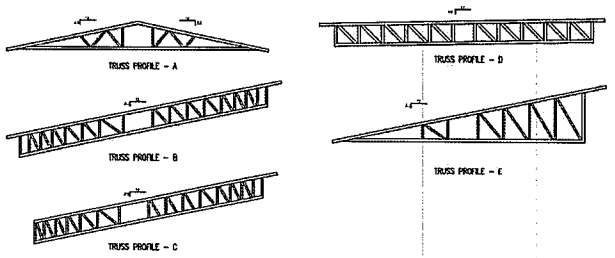
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DRAWING TITLE
SLAB PLAN

DRAWN BY	REVIEWED BY	SCALE
- JAH	TH	AS SHOWN

JOB #	DRAWING NUMBER
802	S4.01
CAD FILE # 802	
PRINT FILE # -	

Lintel 8F16-1B1T 127.8 FT
Lintel 12F16-1B1T 66.2 FT



S3.12 ROOF TRUSS PROFILES

SCALE: N.T.S.

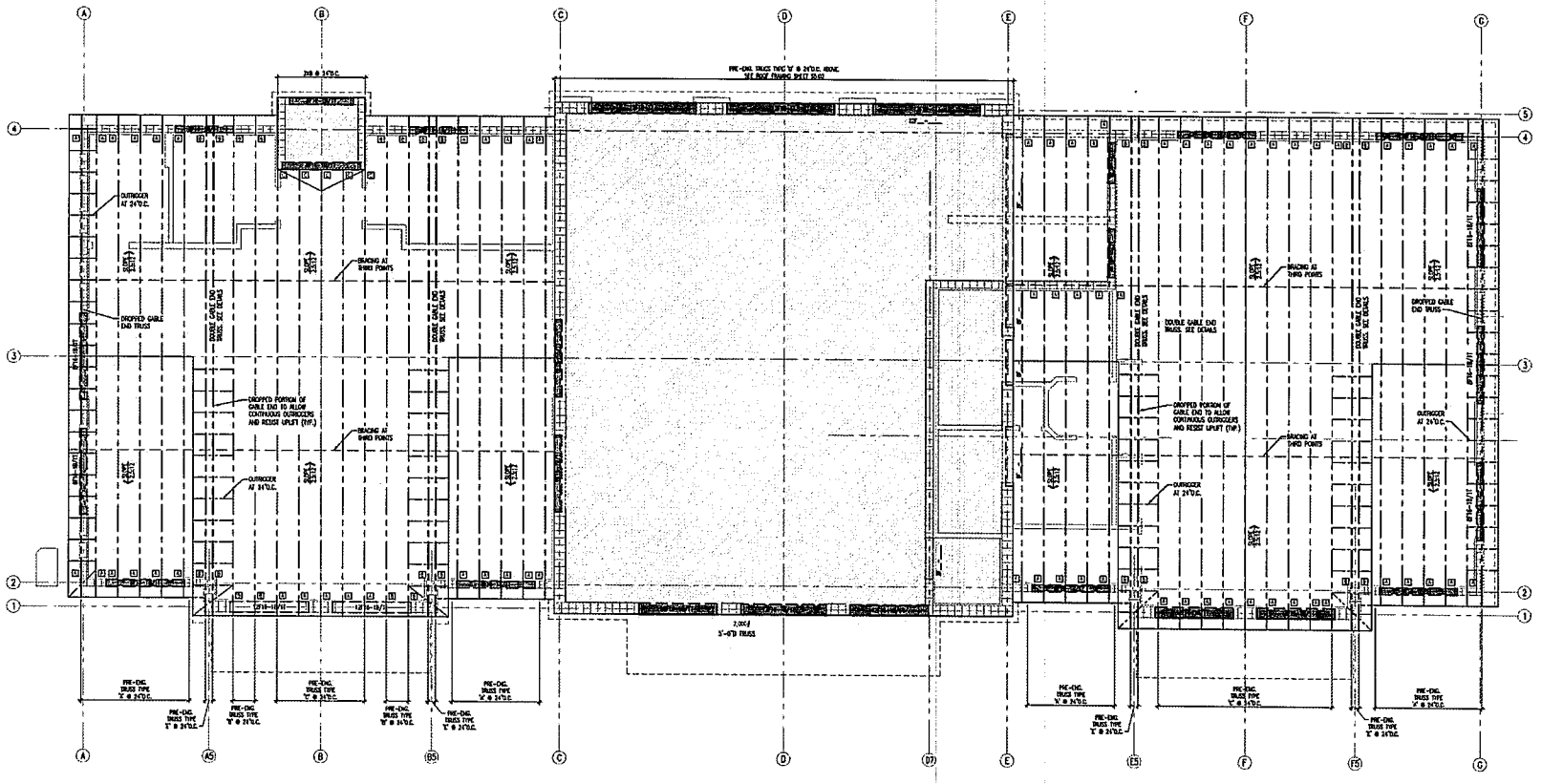
HURRICANE TIE DOWN SCHEDULE

Tag	TYPE (SIMPSON OR EQUAL)	TRUSS	ATTACHMENT: CMU, STUD OR METAL		UPLIFT CAPACITY
T1	MTW12	7-1/4 X 1 1/2"	CMU	SINGLE EMBED	1,725# - GROUTED CMU
T2	H4/MTW4	5-1/4 X 1 1/2"	CMU	SINGLE EMBED	3,135# - GROUTED CMU
T3	HRC26	26-1/4 X 1 1/2"	CMU	FACE MOUNTED	2,645# @ EACH 24' TRUSS CONNECTION
T4	(2) MTW4	10-1/4 X 1 1/2"	CMU	DOUBLE EMBED	1,960# @ EACH 24' TRUSS CONNECTION
T5					
T6					
T7					

NOTES:
1. 2X WOOD STUDS @ BEARING WALLS - SYP NO. 1 SELECT STRUCTURAL BASE PLATE: SIMPSON SP1 - 685 UPLIFT CAP, TOP PLATE: SIMPSON MP3 = 1585 UPLIFT.
2. TOP CHORDS OF ALL PRE-ENGINEERED TRUSS TO BE SYP. NO 1 SELECT STRUCTURAL (NO EXP). FOR EXPOSURE
3. AT VALLEY TRUSSES, VERTICAL WEB STRUTS TO BE INSTALLED @ BOTTOM TRUSS @ CONNECTION POINTS

SHEATHING SCHEDULE

LOCATIONS	TYPE	THICK	FINISH	JOINT	ATTACHMENT	TREAT	SPECIES	PLIES
ROOFS NOT EXPOSED	PLYWOOD @ METAL ROOF & SHINGLES	1/2"	CDX	H CLIP / BUTT	GALV. 8d @ 6" O.C.	N.A	PINE	8
	PLYWOOD @ CONCRETE TILE	5/8"	CDX	H CLIP / BUTT	GALV. 8d @ 6" O.C.	N.A	PINE	7
EXTERIOR WALLS	PLYWOOD	1/2"	CDX	BUTT	GALV. 8d @ 6" O.C.	N.A	PINE	7



1/S5.01 ROOF FRAMING PLAN

SCALE: 1/4" = 1'-0"

NORTH

BID SET

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DRAWING TITLE
ROOF FRAMING PLAN

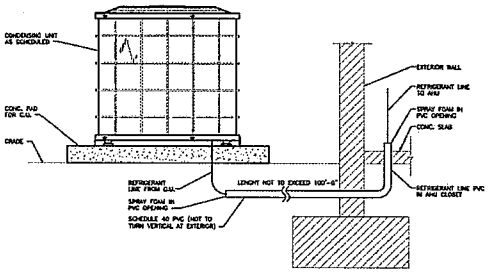
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JOB # 802
CAD FILE # 802
SHT FILES -

DRAWING NUMBER
S5.01

RECORD DRAWINGS

SEAL
STATE OF FLORIDA — TIMOTHY HOWARD — REGISTERED ARCHITECT — AR0024438
06/07/2024



2 / M3.01 REFRIGERANT LINE DETAIL

EXHAUST FAN SCHEDULE

TAG	AREA SERVED	FAN TYPE	DRIVE TYPE	AIRFLOW (CFM)	DUCT SIZE	MANUFACTURER	REMARKS
EF-1	SEE PLAN	CENT.	DIRECT	140	8"DIA.	GREENHECK	INTERMITTENT OPERATION
EF-2	SEE PLAN	CENT.	DIRECT	140	8"DIA.	GREENHECK	INTERMITTENT OPERATION
EF-3	SEE PLAN	CENT.	DIRECT	40	5"DIA.	GREENHECK	INTERMITTENT OPERATION
EF-4	SEE PLAN	CENT.	DIRECT	70	8"DIA.	GREENHECK	INTERMITTENT OPERATION
EF-5	SEE PLAN	CENT.	DIRECT	140	8"DIA.	GREENHECK	INTERMITTENT OPERATION
EF-6	SEE PLAN	CENT.	DIRECT	50	5"DIA.	GREENHECK	INTERMITTENT OPERATION

STANDARD ACCESSORIES	NOTES
2 BACKDRAFT DAMPER	1. CONNECT EXHAUST FANS TO OPERATE SIMULTANEOUSLY WITH ROOM LIGHTS.
3 BIRDSCREEN	2. B.O.D. GREENHECK CSP-B DELUXE INLINE FAN CEILING EXHAUST FAN W/ BACKDRAFT DAMPER
4 WALL/ROOF CAP	
5 DISCONNECT	
SPEED CONTROLLER	

FLEX DUCT SIZE CHART

DUCT SIZE (DIAMETER)	CFM
5"	60
6"	70
7"	110
8"	180
9"	225
10"	300
12"	480
14"	700
16"	1,000
18"	1,300
20"	1,700

EXHAUST FAN NOTES

NOTE
A. ALL FANS SHALL BEAR THE AMCA CERTIFIED RATINGS LABEL AND THE UL LABEL. ALL FAN MOTORS SHALL BE PROPERLY GROUNDED.

B. ALL FANS SHALL HAVE A SOUND LEVEL RATING NOT IN EXCESS OF THAT SPECIFIED.

C. ALL CENTRIFUGAL FANS SHALL HAVE TRUE WHEEL WITH INLET PERPENDICULAR TO DISCHARGE.

D. CEILING EXHAUST FANS SHALL HAVE ACOUSTICALLY LINED HOUSINGS AND SHALL BE PROVIDED WITH A TERMINAL BOX ON THE INSIDE OF THE HOUSING WITH CORD, PLUG, AND RECEPTACLE. ENTIRE FAN, MOTOR, AND WHEEL ASSEMBLY SHALL BE EASILY REMOVABLE WITHOUT DISTURBING THE HOUSING.

E. ACCEPTABLE MANUFACTURERS ARE: GREENHECK, COOK, PENN, AND BROAN.

GENERAL MECHANICAL NOTES

ALL MECHANICAL SUPPLY AND RETURN DIFFUSERS TO BE CENTERED IN CEILING U.N.O. COORDINATE WITH INTERIOR DESIGNER DRAWINGS FOR FINISH SELECTIONS AND PLACEMENT.

MECHANICAL SUBCONTRACTOR TO CONFIRM EQUIPMENT SELECTION, DUCT SIZING AND PERFORM TEST AND BALANCE PER CHAPTER 6455, FLORIDA STATUTES PRIOR TO ISSUE OF CERTIFICATE OF SUBSTANTIAL COMPLETION.

ALL FLEXIBLE DUCTWORK TO NOT EXCEED 6 FEET

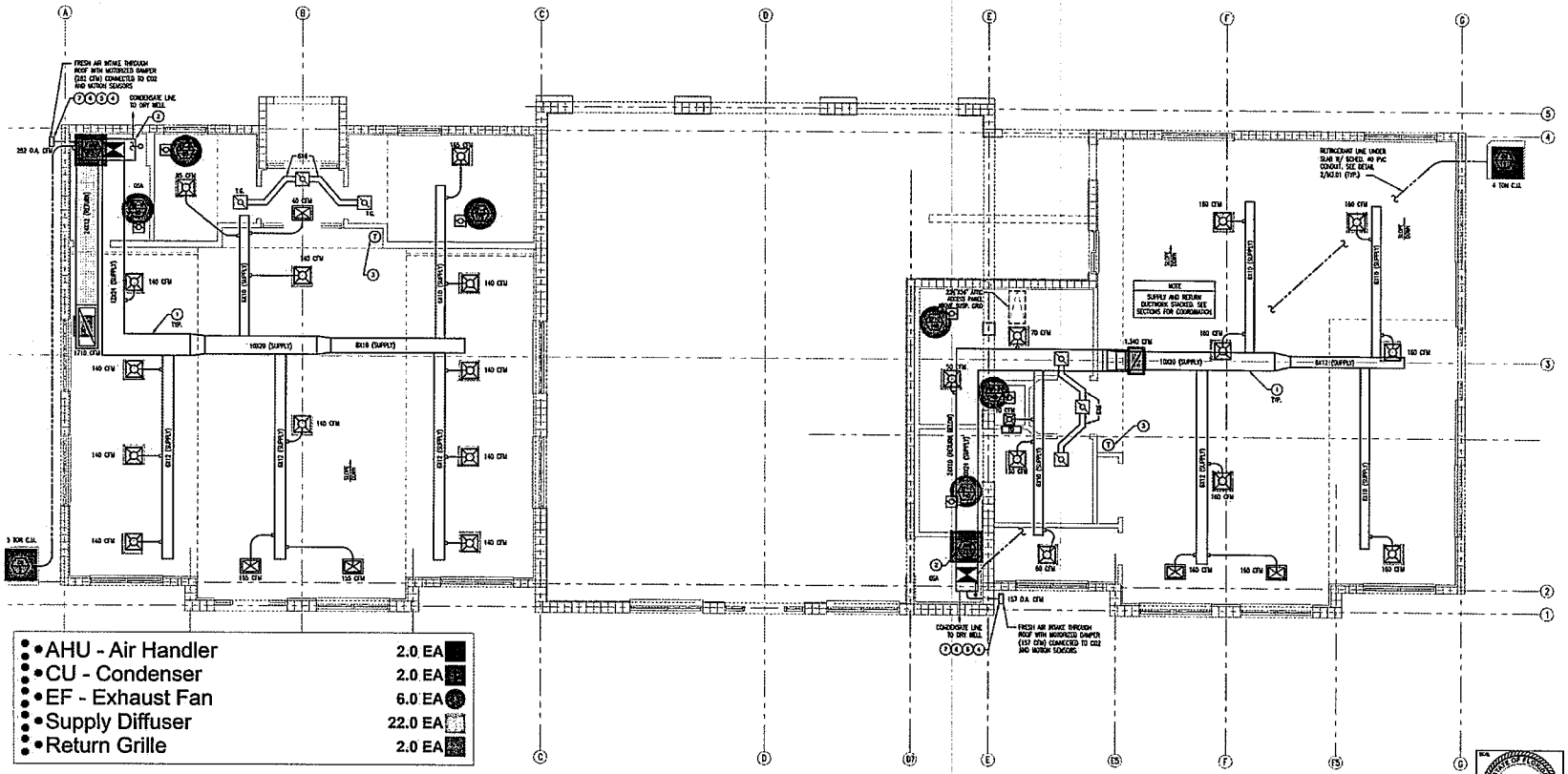
MECHANICAL NOTES

1. ALL DUCTWORK/PIPING SHALL BE PROPERLY INSULATED AND ROUTED ABOVE CEILING THROUGH FREE AREA OF STRUCTURAL MEMBERS. CONTRACTOR SHALL COORD. AND FIELD VERIFY ALL ROUTING WITH ALL OTHER TRADES PRIOR TO WORK.
2. CONTRACTOR SHALL ENSURE ALL EQUIPMENT HAS PROPER SERVICE CLEARANCE. COORDINATE WITH EQUIPMENT MANUFACTURER AND ARCHITECT PRIOR TO FINAL INSTALLATION.
3. CONTRACTOR TO PROVIDE A PERMANENT/PROFESSIONAL LABEL FOR EACH (HU) AND ITS CORRESPONDING THERMOSTAT. REVISE/COORDINATE EXACT FINAL LOCATION OF T-STAT WITH OWNER PRIOR TO INSTALLATION.
4. REFRIGERANT LINES SHALL BE SIZED AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. PRE-CHARGED LINES AND SOLDER ON EIGHT 90'S ARE NOT ACCEPTABLE. CONTRACTOR SHALL USE SWEEPING 90'S AT EVERY BEND WITH EXCEPTION OF EQUIPMENT CONNECTIONS.
5. REFRIGERANT LINES SHALL BE INSULATED WITH 3/4" CLOSED CELL ARMAFLEX INSULATION. ALL PIPING EXPOSED TO EXTERIOR ELEMENTS SHALL BE JACKETED WITH UV STABILIZED PVC OR ALUMINUM SHEETING.
6. ALL REFRIGERANT LINES BELOW GRADE, REFRIGERANT LINES SHALL NOT BE RUN EXPOSED ON WALLS.
7. CONSTRUCT CONDENSING UNIT CONCRETE PAD AS DETAILED.
8. CONTRACTOR SHALL PAINT INTERIOR OF ALL GRILLES/ DIFFUSERS VISIBLE FROM SPACE FLAT BLACK.
9. CONTRACTOR SHALL PROVIDE FRAMED OPENING IN CEILING ABOVE AS REQUIRED TO ALLOW CLEARANCE FOR INSTALLATION OF DB-1 WITH RETURN AIR GRILLE ROOM SIDE

MECHANICAL LEGEND

- SUPPLY AIR DIFFUSERS – CFM AS NOTED
- RETURN AIR GRILLE – CFM AS NOTED
- TRANSFER GRILLE
- EXHAUST FAN (SIDE WALL OR ROOF)
- ROD DUCTWORK (1-1/2" ROD BOND)
- FLEXIBLE DUCTWORK (8-8 TYPICAL) 8'-0 MAXIMUM LENGTH
- EXHAUST FAN (SF-1) / (SF-2) DENOTES EQUIPMENT TYPE / DENOTES CFM
- EXHAUST FAN (AV-1) / (1) DENOTES EQUIPMENT TYPE / DENOTES EQUIPMENT NUMBER
- THERMOSTAT LOCATION
- DAMPER
- FRESH AIR INTAKE
- LINEAR DIFFUSER

NOTE: THAT SYMBOLS IN THIS LEGEND MAY OR MAY NOT NECESSARILY APPLY TO THIS PROJECT. SEE PLANS FOR MORE INFORMATION.



AHU - Air Handler	2.0 EA
CU - Condenser	2.0 EA
EF - Exhaust Fan	6.0 EA
Supply Diffuser	22.0 EA
Return Grille	2.0 EA

1 / M3.01 BUILDING 1 - AMENITY CENTER - MECHANICAL PLAN

SCALE: 1/4" = 1'-0"

BID SET

08/07/2024

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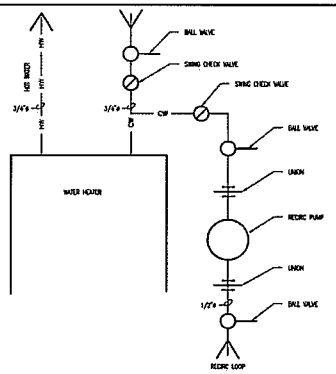
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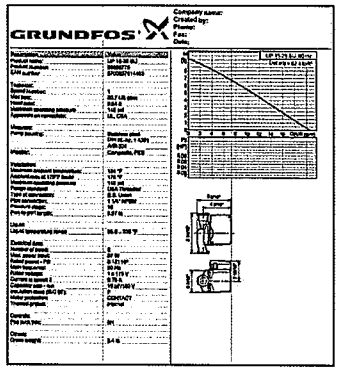
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MECHANICAL PLAN

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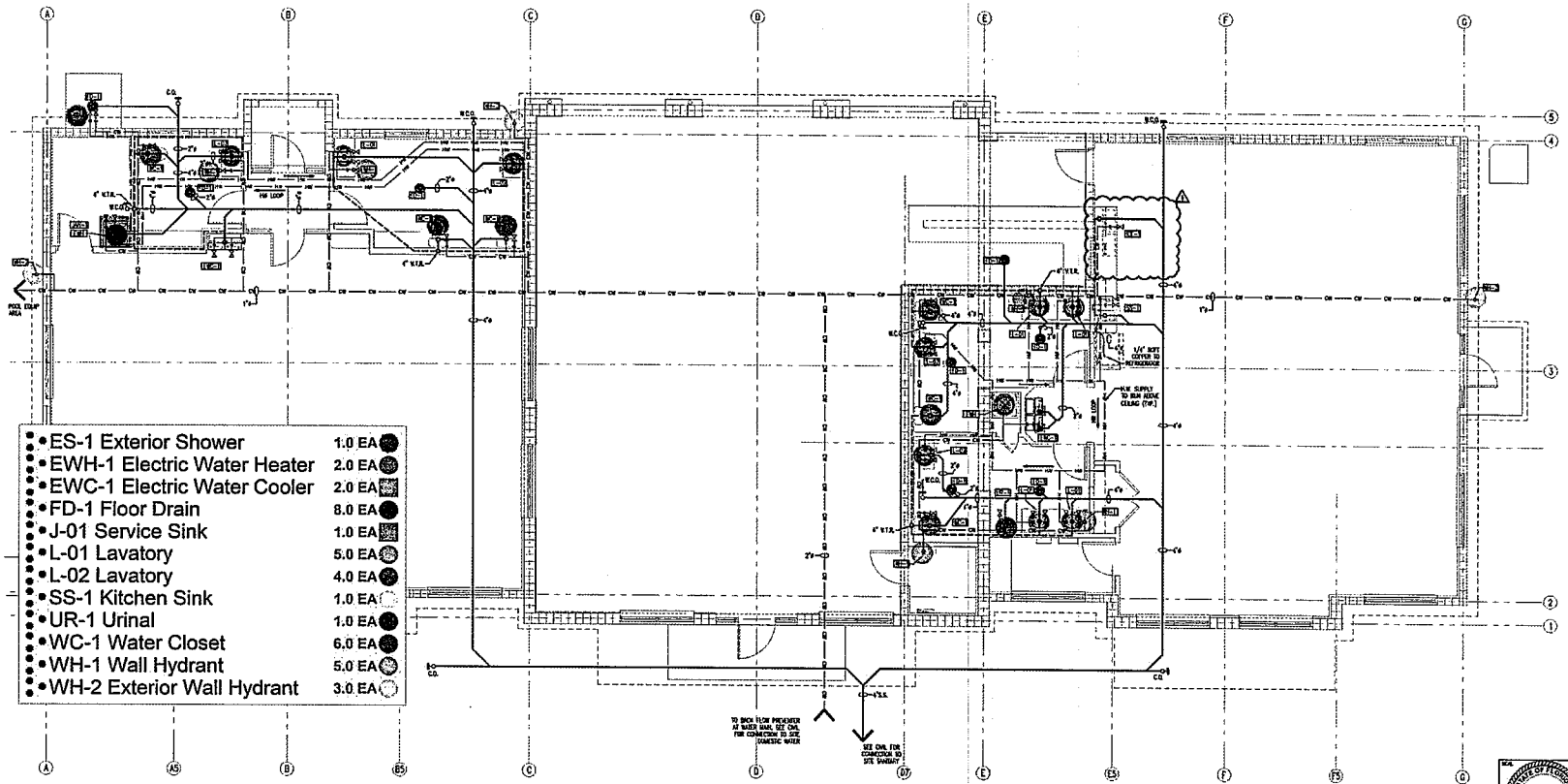
PLUMBING NOTES

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH 2023 FBC EIGHTH EDITION, APPLICABLE LOCAL CODES, RULES AND ORDINANCES.
2. PLUMBING CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS.
3. ALL MATERIALS SHALL BE NEW.
4. ALL WORK SHALL BE PERFORMED BY A LICENSED PLUMBING CONTRACTOR OR A FIRST CLASS ORGANIZATION UNDER THE DIRECT SUPERVISION OF A COMPETENT OPERATIVE. ALL EXAMINERS AND/OR PERMITS AS REQUIRED FOR THIS PHASE OF CONSTRUCTION SHALL BE A PART OF THIS CONTRACT.
5. REQUIRED INSURANCE SHALL BE PROVIDED BY THE PLUMBING CONTRACTOR FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
6. PLUMBING CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTION AND TESTS. PLUMBING CONTRACTOR TO OBTAIN PERMIT AND APPROVED DRAWINGS PRIOR TO BEGINNING WORK OR ORDERING EQUIPMENT. PLUMBING CONTRACTOR MUST BE PRESENT FOR ALL INSPECTIONS OF HIS WORK BY REGULATORY AUTHORITIES.
7. DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR THE EXACT LOCATION OF FIXTURES, PIPING, EQUIPMENT, ETC.
8. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION. REPORT ANY DISCREPANCY TO ENGINEER/ARCHITECT PRIOR TO BEGINNING CONSTRUCTION.
9. VERIFY LOCATION, SIZE, DIRECTION OF FLOW AND INVERTS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. ADVICE ENGINEER OF ANY DISCREPANCIES.
10. WATER DISTRIBUTION PIPING ABOVE AND BELOW GROUND SHALL BE CPVC AS PER CODE.
11. SOIL, WASTE, VENT AND RAINWATER PIPING SHALL BE CAST IRON OR PVC WHERE CODE ALLOWS. PVC MAY NOT BE USED THRU RATED ASSEMBLIES OR IN PLENUMS.
12. ALL FIXTURES MUST BE PROVIDED WITH READILY ACCESSIBLE STOPS AND APPROPRIATELY MARKED ACCESS PANELS. COORDINATE LOCATIONS WITH GENERAL CONTRACTOR PRIOR TO INSTALLATION.
13. FURNISH AND INSTALL APPROVED WATER HAMMER ARRESTORS FOR ALL (GROUP) PLUMBING FIXTURES, SIZED AND LOCATED PER MANUF.'S INSTALLATION INSTRUCTIONS AND PHCC 201.
14. DIELECTRIC COUPLINGS ARE REQUIRED BETWEEN ALL DISSIMILAR METAL IN PIPING AND EQUIPMENT CONNECTIONS.
15. SUPPORT PVC PIPE FROM APPROVED HANGERS.
16. ALL FIRE RATED FLOOR AND WALL PENETRATIONS SHALL BE PROPERLY PROTECTED FROM FIRE, SMOKE AND WATER PENETRATION BY FILLING VOIDS BETWEEN PIPE AND WALL/FLOOR SLEEVES WITH FIRE RATED FOAM, TO ACHIEVE THE SAME RATING AS WALLS OR FLOORS AS PART OF THE PLUMBER'S WORK. AN APPROVED FM SYSTEM SHALL BE UTILIZED.
17. PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM DATE OF ACCEPTANCE BY OWNER. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED.
18. PROVIDE ACCESS PANELS FOR ALL CONCEALED VALVES AND ALL WATER HAMMER ARRESTORS. ACCESS PANELS IN RATED WALLS MUST MAINTAIN THE SAME RATING AND MUST MATCH THE FINISH OF THE WALL IN WHICH IT IS INSTALLED.
19. PROVIDE COMBINATION COVER PLATE AND CLEANOUT PLUG OR ACCESS PANEL FOR ALL WALL CLEANOUTS THROW TO MATCH EXISTING TRIM.
20. NO COMBUSTIBLE MATERIAL TO BE USED IN MECHANICAL ROOMS OR IN CEILING SPACES WHERE USED AS RETURN AIR PLENUMS.
21. CONTRACTOR TO FIELD LOCATE EXISTING SANITARY LINES PRIOR TO COMMENCEMENT OF WORK.
22. ALL CONTROL VALVES SHALL BE TAGGED AND MARKED. A REPRODUCIBLE DIAGRAM LOCATING ALL VALVES SHALL BE PROVIDED FOR OWNER/OPERATOR.
23. ALL CONDENSATE DRAIN PIPING SHALL BE PVC WITH ARMAFLEX INSULATION PER FBC 2023 EIGHTH EDITION WHERE USED IN A RETURN AIR PLENUM. PVC PIPING WITH ARMAFLEX INSULATION MAY BE USED IN LOCATIONS WHERE ALLOWED BY LOCAL CODES. SEE PLUMBING DRAWINGS FOR SIZE AND LOCATION OF PIPING.
24. CONDENSATE LINES SHALL NOT DRAIN ON THE ROOFING SYSTEM OR ANY OF ITS COMPONENTS AND CONDENSATE LINES NEED NOT COMPLY WITH AIR GAP CLEARANCE REQUIREMENTS PER FBC 2023 EIGHTH EDITION.
25. PROVIDE ANGLE STOPS ON ALL WATER SERVICE LINES TO FIXTURES FOR INDIVIDUAL SHUT-OFF.
26. WATER PIPING INSULATION SHALL BE ARMAFLEX OR EQUAL INSTALLED BY ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS FOR ALL HOT WATER PIPING. ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS FOR ALL HOT WATER PIPING. ALL COLD WATER PIPING SHALL BE INSULATED WITH ARMAFLEX INSULATION, THICKNESS AS PER FBC 2023 EIGHTH EDITION FLORIDA ENERGY CODE.

PLUMBING LEGENDS

CO	CLEAN OUT	SS	SANITARY SEWER PIPING
S.O.V.	SHUT-OFF VALVE	V	VENT PIPING
COTG	CLEAN OUT TO GRADE	CW	DOMESTIC COLD WATER PIPING
FD	FLOOR DRAIN	HW	HOT WATER PIPING
CW	DOMESTIC COLD WATER	CD	CONDENSATE PIPING
HW	DOMESTIC HOT WATER		COMPRESSED AIR PIPING
HWR	DOMESTIC HOT WATER RECIRCULATING	TAP	TEMPERATURE AND PRESSURE RELIEF
HB	HOSE BIBB	SD	STORM DRAIN PIPING
VTR	VENT THRU ROOF	G	GAS PIPING
	GATE VALVE		PIPE RISE UP
	GLOBE VALVE		PIPE DOWN OR DROP
	CHECK VALVE		CAPPED END OF PIPE
	GAS SOLENOID VALVE		POINT OF CONNECTION
	GAS COCK		P-TRAP
	WATER HAMMER ARRESTER (PDI No.)		
FD	FLOOR DRAIN		

2 P3.11 HOT WATER RECIRC. PUMP DIAGRAM AND SPEC.



1 P3.01 PLUMBING PLAN

SCALE: 1/4" = 1'-0"

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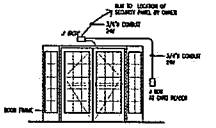
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PDF FILES	

STATE OF FLORIDA — TIMOTHY A. HOLLOWAY — REGISTERED ARCHITECT — 09/07/2024

- Panel A (200A) 1.0 EA
- Panel B (200A) 1.0 EA
- Panel P (100A) 1.0 EA
- Panel MDP (600A) 1.0 EA



NOTES:

1. ALL POWER SUPPLIES, ELECTRIC STRIKES AND LOW VOLTAGE WIRING TO ELECTRIC STRIKES SHALL BE PROVIDED BY THE HARDWARE SUBCONTRACTOR.
2. ALL LOW VOLTAGE WIRING AND ALL CONDUIT TO POWER SUPPLY AND CONTROL PANEL SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
3. ALL CONTROL PANELS AND LOW VOLTAGE WIRING FOR READERS SHALL BE PROVIDED BY OWNER.
4. COORDINATE LOCATION OF POWER SUPPLYS AND CONTROL PANELS WITH OWNER.

3 / E3.01 SECURED DOOR DETAIL

ELECTRICAL GENERAL NOTES:

1. WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS, AND ANY CHANGES MADE DURING CONSTRUCTION THAT ARE NOT IN COMPLIANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS SHALL BE RESUBMITTED FOR APPROVAL AS AN AMENDED SET OF CONSTRUCTION DOCUMENTS.
2. WHERE CIRCUIT BREAKERS OR FUSES ARE APPLIED IN COMPLIANCE WITH SERIES COMBINATION RATINGS SELECTED UNDER ENGINEERING SUPERVISION AND MARKED ON THE EQUIPMENT AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL ENSURE THAT THE EQUIPMENT ENCLOSURE(S) BE LEGIBLY MARKED IN THE FIELD TO INDICATE THE EQUIPMENT HAS BEEN APPLIED WITH A SERIES COMBINATION RATING. THE MARKING SHALL BE READILY VISIBLE PER NEC 110.16 B AND C.
3. ALTERNATE FIXTURES MUST BE SUBMITTED TO THE ARCHITECT FOR APPROVAL TEN (10) DAYS PRIOR TO BID DATE.
4. ALTERNATE FIXTURES MAY REQUIRE A MORNING SAMPLE PROVIDED TO THE OWNER FREE OF CHARGE FOR REVIEW.
5. DECORATIVE LIGHTING TO HAVE FINAL SELECTION VERIFIED BY THE ARCHITECT.
6. ALL EXTERIOR ITEMS TO BE NEMA 3R.
7. ALL OUTDOOR RECEPTACLES TO BE GFCI PROTECTED.
8. CONTRACTOR TO VERIFY/COORDINATE STYLE AND EXACT LOCATIONS OF RECEPTACLES, TELE/DATA, TV OUTLETS, THERMOSTATS, LIGHT FIXTURES AND LIGHT SWITCHES WITH ARCHITECT FIELD SIGN-OFF PRIOR TO INSTALLATION.
9. ALL RESTROOM AND COUNTER RECEPTACLES WITHIN 6'-0" OF A WATER SOURCE TO BE GFCI PROTECTED.
10. POWER, TELE/DATA RECEPTACLES AND LIGHT SWITCHES SHALL NOT BE INSTALLED BACK TO BACK.
11. OCCUPANCY SENSORS REQUIRED ON ALL INTERIOR SWITCHES PER 2020 FEC C405.2.1.

ELECTRICAL LEGEND

- HOME RUN TO PANEL
- SINGLE RECEPTACLE, 18" A.F.F., GFCI PER NOTES
- DUPLEX RECEPTACLE, 18" A.F.F., GFCI PER NOTES
- DUPLEX RECEPTACLE, 42" A.F.F., GFCI PER NOTES
- QUADRUPLEX RECEPTACLE, 18" A.F.F. OR AS NOTED
- DATA RECEPTACLE, 18" A.F.F. OR AS NOTED
- COMBINATION VOICE/DATA OUTLET, 18" A.F.F. OR AS NOTED
- FLOOR BOX
- JUNCTION BOX. SEE ELECTRICAL NOTE #7
- SWITCH, 42" A.F.F. 3=3 WAY, 4=4 WAY, D=DIMMER
- LOWER CASE LETTERS (e, s ETC) INDICATE FIXTURES CONTROLLED
- LIGHT SWITCH WITH DIMMER
- LIGHT SWITCH BANK
- MOTOR RATED SWITCH
- SMOKE DETECTOR, 120/1/60 WITH BATTERY BACKUP CONNECT TO UNSWITCHED LEG OF LOCAL LIGHTING CIRCUIT
- 135° HEAT DETECTOR, 120/1/60 WITH BATTERY BACKUP CONNECT TO UNSWITCHED LEG OF LOCAL LIGHTING CIRCUIT

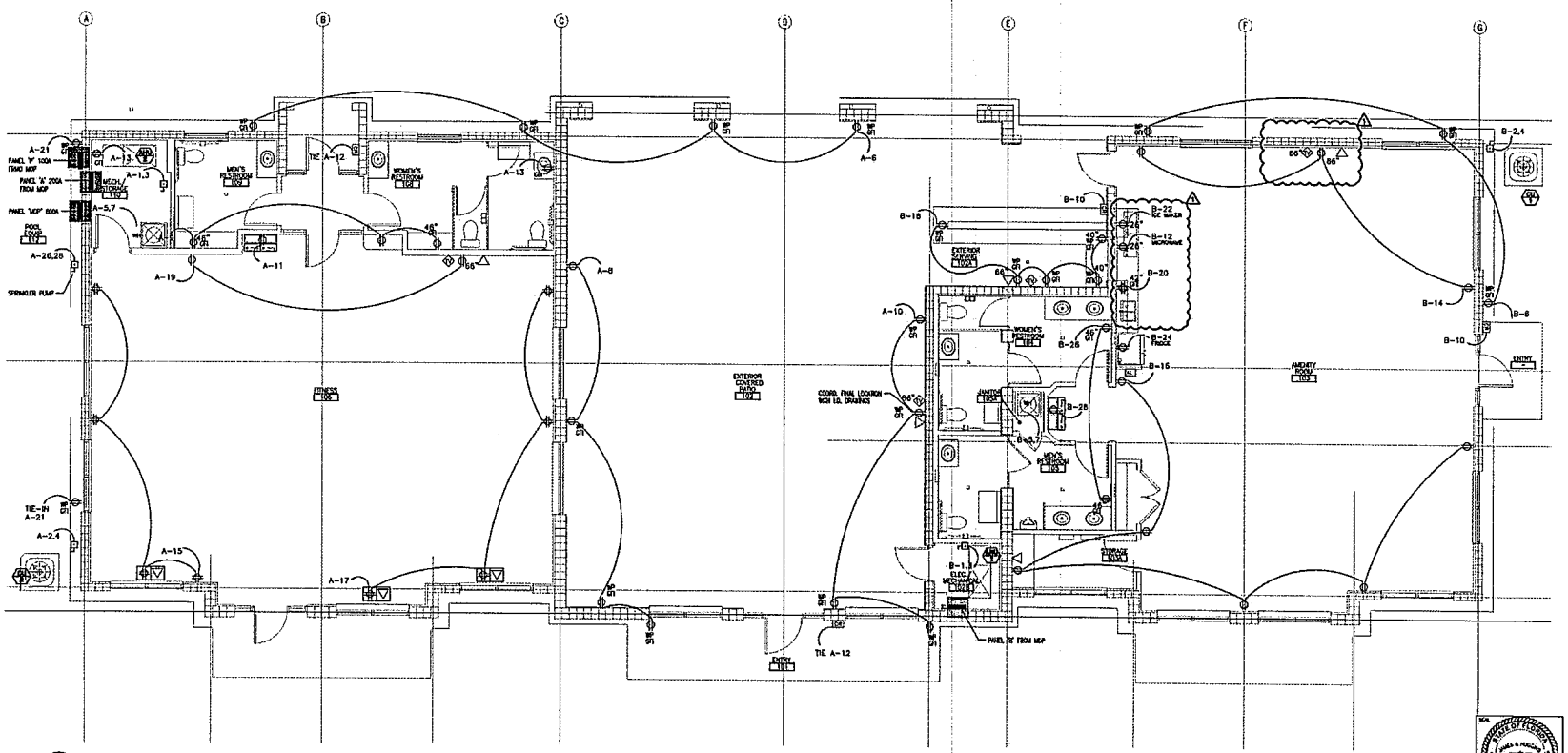
NOTE:
ALL SMOKE/HEAT DETECTORS TO BE INTERCONNECTED FOR SIMULTANEOUS ALARM.

- OCCUPANCY SENSOR SWITCH
- WALL MOUNTED LIGHT FIXTURE LETTER INDICATES TYPE
- RECESSED CAN LIGHT FIXTURE LETTER INDICATES TYPE
- RECESSED CAN LIGHT FIXTURE WITH 90 MIN. BATTERY BACK UP
- RECESSED CAN WET OR DAMP RATING
- LIGHTED EXIT SIGN WITH BATTERY BACKUP 1 OR 2 WAY AND DIRECTIONAL INDICATORS AS SHOWN
- SURFACE MOUNTED PANELBOARD. SEE PANEL SCHEDULES FOR VOLTAGE
- SEMI-RECESSED PANELBOARD. SEE PANEL SCHEDULES FOR VOLTAGE
- RECESSED PANELBOARD. SEE PANEL SCHEDULES FOR VOLTAGE
- POWER STRIP, SEE PLAN FOR HOOKS & NUMBER OF OUTLETS
- MOTOR, NUMBER INDICATES HORSEPOWER
- DISCONNECT SWITCH
- TV OUTLET

NOTE:
SEE MECHANICAL DRAWINGS FOR HVAC DEVICE LOCATIONS AND POWER REQUIREMENTS

MISC. ITEMS = INDICATED BY GRAPHICAL DESIGNATION

- CR CARD READER. SEE HARDWARE SETS
- PB PUSH BUTTON PANEL. SEE ELECTRICAL AND EQUIPMENT PAGES
- SA SECURITY ALARM PANEL. SEE SECURITY PAGES (N.I.C.)
- FAP FIRE ALARM PANEL (N.I.C.)



1 / E3.01 ELECTRICAL POWER PLAN

SCALE: 1/4" = 1'-0"

NORTH

BID SET

STATE OF FLORIDA — DANIEL A. PERCIVAL — 69 — LICENSED ARCHITECT — 09/07/2024

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1	09/07/2024	BID SET / INTERIOR COORDINATION	JAH

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CLIENT
SEMINOLE PALMS AMENITY CENTER
5191 CITATION BLVD.
PALM COAST, FLORIDA 32164

DRAWING TITLE
ELECTRICAL POWER PLAN

CHECKED BY	JAH	ARCHITECT	TH
DRAWN BY	JAH	REVIEWED BY	TH
DESIGNER	JAH	SCALE	AS SHOWN

JAH # 802
CAD File # 802
SHEET FILE# XR-1

DRAWING NUMBER
E3.01

- Light Type A — 87.0 EA
- Light Type C — 14.0 EA

LIGHTING SCHEDULE

LOCATION	PICTURE	MANUFACTURER	CATALOGUE NUMBER	AMPS/LUMENS	MOUNTING	DESCRIPTION	INPUT WATTS	DRIVING PROTOCOL
A	A	LITHONIA	LDN6 35/40 LO6 AR LD 120 CMB6	3021	RECESSED	6" LED ROUND OPEN DOWNLIGHT AND TRIM W/ MATTE DIFFUSED REFLECTOR, EMERGENCY BATT AND DIMM RATED AS PIVOT	34.8	-
B	-	-	-	-	-	-	-	-
C		-	DN S 22 L32 S 35 MPR 120	3202	LAY-IN	LED TROFFER; EMERGENCY BATT AND DIMM RATED AS REVIO	23.8	-
D	D	LITHONIA	2LSF L48 35K 3000LM MOD WHSLF 20K BODN DALF	2602	SURFACE	LOW-PROFILE 2 STRIP; OPTIONAL RECEPTORS; 2 SPRING HANGERS, DIMM RATED	30	-
E		ALCON LIGHTING	11125 12W 3000K FINISHTBD DM	-	SURFACE	MODERN WALL PACK DOWNLIGHTING FOR WET AREAS; LED	12	-
F		GHOSTL	GAS19PRZ	-	OUTDOOR PENDANT	B.O.D. OUTDOOR PENDANT LUMINAL 3-LIGHTS, 180 WATTS	-	-
G	G	LITHONIA	WNSL LD3 41LL WOLF 40K 80CRI	2500	SURFACE	2' STRIP LED, HANGER CHAIN OPTIONAL	11	-
-		WALL SCONCE	SEE INTERIORS	-	SURFACE	SEE INTERIORS	-	-
-		CEILING FAN	SEE INTERIORS	-	SURFACE W/ BOD	SEE INTERIORS	-	-
-		SMALL PENDANT	SEE INTERIORS	-	PENDANT	SEE INTERIORS	-	-
-		MEDIUM PENDANT	SEE INTERIORS	-	PENDANT	SEE INTERIORS	-	-
-		LARGE PENDANT	SEE INTERIORS	-	PENDANT	SEE INTERIORS	-	-
-		LITHONIA	EDGE 80 M6	-	SURFACE BACK MOUNT	EMERGENCY LED LIGHT/EXIT SIGN COMBO	2	-
-		LITHONIA	EDG 1 R EL 80	-	RECESSED OR CEILING MOUNT	LED EDGE-LIT EXIT SIGN	2	-

ELECTRICAL LIGHT FIXTURE NOTES

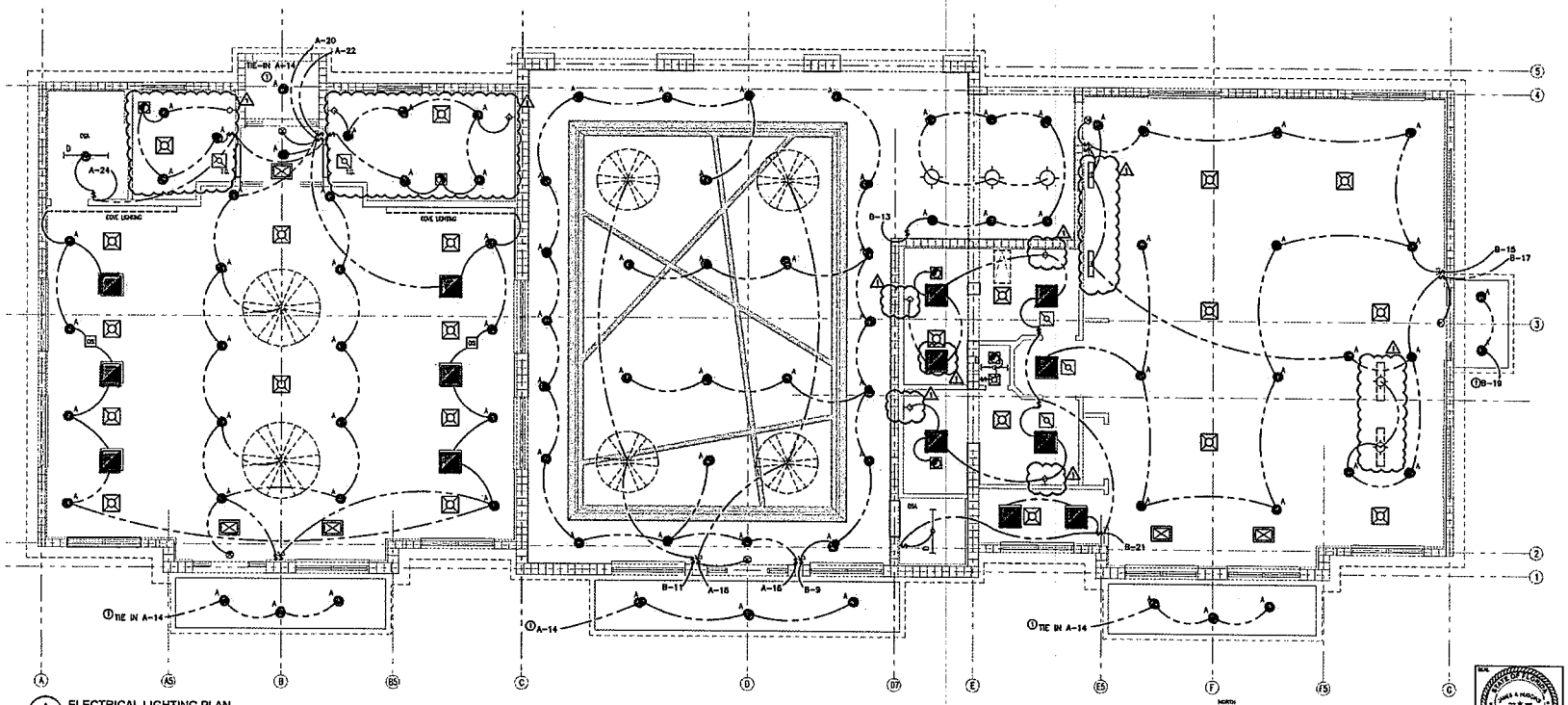
1. ALTERNATE FIXTURES MUST BE SUBMITTED TO THE ARCHITECT FOR APPROVAL TEN (10) DAYS PRIOR TO BID DATE.
2. ALTERNATE FIXTURES MAY REQUIRE A WORKING SAMPLE PROVIDED TO THE OWNER FREE OF CHARGE FOR REVIEW.
3. DECORATIVE LIGHTING TO HAVE FINAL SELECTION VERIFIED BY INTERIOR DESIGNER

E. LIGHTING LEGEND

- OCCUPANCY SENSOR SWITCH
- LIGHT SWITCH
- 2X2 LED TROFFER FIXTURE (SURFACE MOUNT KIT AS NOTED)
- 2X2 LED TROFFER FIXTURE WITH 90 MIN. BATTERY BACK UP
- WALL MOUNTED LIGHT FIXTURE LETTER INDICATES TYPE
- RECESSED CAN LIGHT FIXTURE LETTER INDICATES TYPE
- NOTE: SOLID FILLED LIGHT FIXTURES DENOTES 90 MIN. BATTERY BACK UP
- RECESSED CAN WET OR DAMP RATING
- 4' LINEAR LED BAR SURFACE MOUNT (CEILING OR WALL)
- CEILING FAN, SEE INTERIOR DRAWINGS
- PENDANT LIGHT, SEE INTERIOR DRAWINGS
- LIGHTED EXIT SIGN WITH BATTERY BACKUP 1 OR 2 WAY AND DIRECTIONAL INDICATORS AS SHOWN
- SUPPLY AIR DIFFUSERS (SEE MECH.)
- RETURN AIR GRILLE (SEE MECH.)

E. LIGHTING TAGS

1. THROUGH PHOTOCELL
2. THROUGH LIGHTING CONTACTOR
3. BUILDING FACADE AND LANDSCAPE LIGHTING TO BE CONTROLLED INDEPENDENT OF OTHER SITE LIGHTING. SEE CIVIL DRAWINGS FOR SITE AND LANDSCAPE LIGHTING.



1 E4.01 ELECTRICAL LIGHTING PLAN

SCALE: 1/4" = 1'-0"

BID SET

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Tampa, Florida
FL Architectural License No. AA26001214
813.223.2725 phone
www.JAHarchitectsllc.com

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REVISION	DATE	DESCRIPTION	BY
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1	06/07/2024	BID SET / INTERIOR COORDINATION	JAH

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SEMINOLE PALMS AMENITY CENTER
5191 CITATION BLVD.
PALM COAST, FLORIDA 32164

DRAWING TITLE
ELECTRICAL LIGHTING PLAN

ENGINEER	ARCHITECT	RESEARCH
	TH	JAH
DRAWN BY	REVIEWED BY	SCALE
JAH	TH	AS SHOWN

JOB # 602
CASE FILE # 602
DATE FILED
DRAWING NUMBER
E4.01

FLORIDA REGISTERED ARCHITECT
06/07/2024

LT-1 Fan 65" Exterior	4.0 EA
LT-2 Bar Light	3.0 EA
LT-3 Light	2.0 EA
LT-4 Light	2.0 EA
LT-5 Light	3.0 EA
LT-6 Light	2.0 EA
LT-7 Fan 96"	2.0 EA
LED Light Under Cabinet	2.0 EA

NOTES:
- REFER TO PAGE 3.1 FOR ELECTRICAL SPEC'S

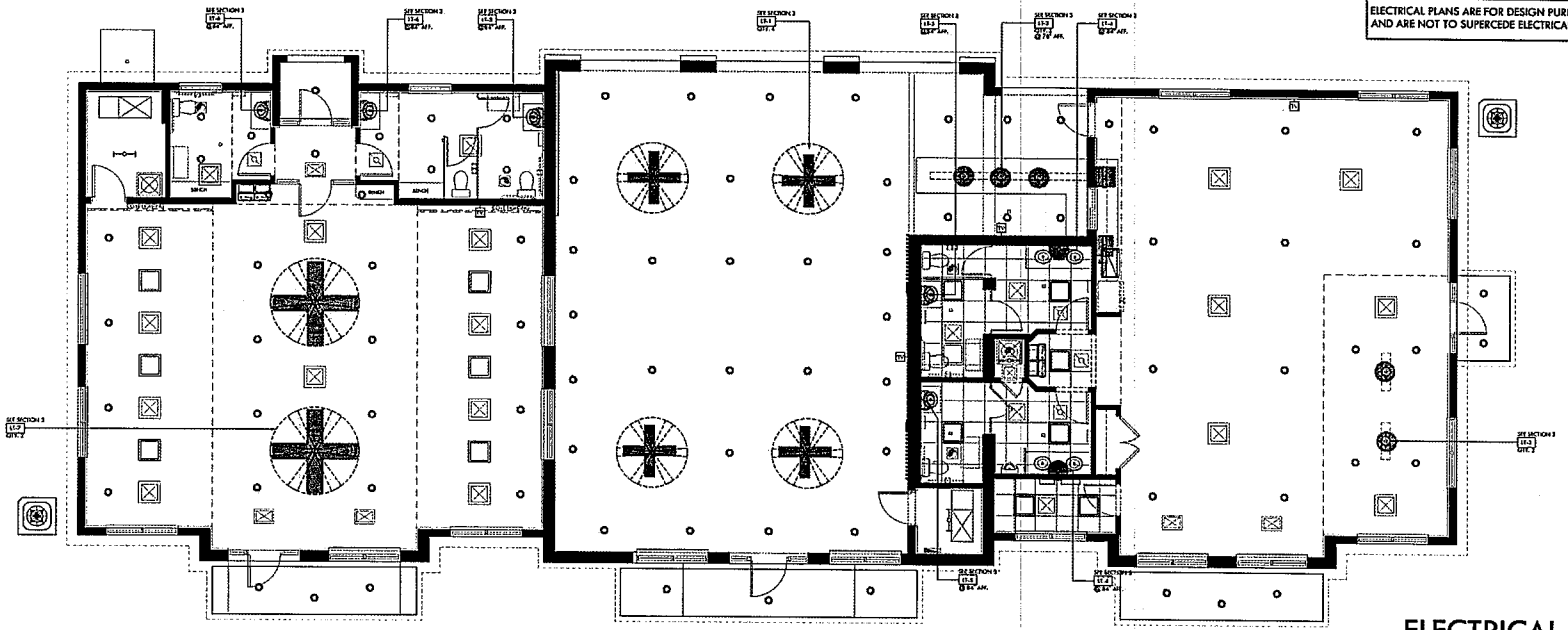
ELECTRICAL LEGEND

- CABLE T.V. JACK
- 8" RECESSED CAN LIGHT, WATER PROOF TYPE FOR EXTERIOR APPLICATIONS
- WALL SCONCE
- VENT FAN
- FLUORESCENT LIGHT
- CEILING CHANDELIER
- UNDER CABINET LED LIGHTING
- CEILING FAN

NOTES
ALL ELECTRICAL NOTED IN RED IS **IN ADDITION TO** or **RELOCATED** LIGHTING SPECIFIED ON BUILDER PLAN
ALL EXISTING ELECTRICAL IS IN BLACK

EXACT LOCATION OF THE ADDITIONAL RECESSED LIGHTING TO BE DETERMINED BY BUILDER UNLESS DIMENSIONS ARE GIVEN

ELECTRICAL PLANS ARE FOR DESIGN PURPOSES ONLY AND ARE NOT TO SUPERCEDE ELECTRICAL CODES



ELECTRICAL PLAN
SCALE: 3/16" = 1'-0"

ALL DRAWINGS ARE CONCEPTUAL

APPROVED BY: _____ SIGNATURE: _____ DATE: _____

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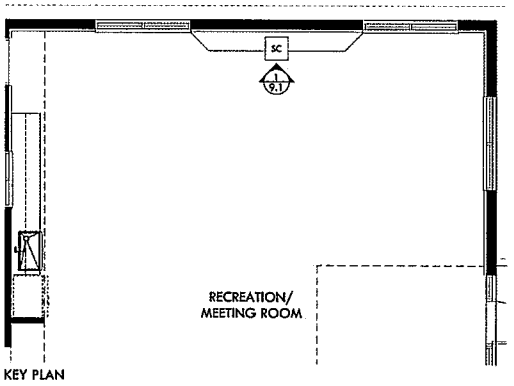
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Issue date: 7-1-2024

plan name: ELECTRICAL PLAN

4.1



KEY PLAN

P-1 Paint	78.9 SQ FT	
BS-7 Baseboard	19.7 FT	
FS-3 Trim	96.1 FT	

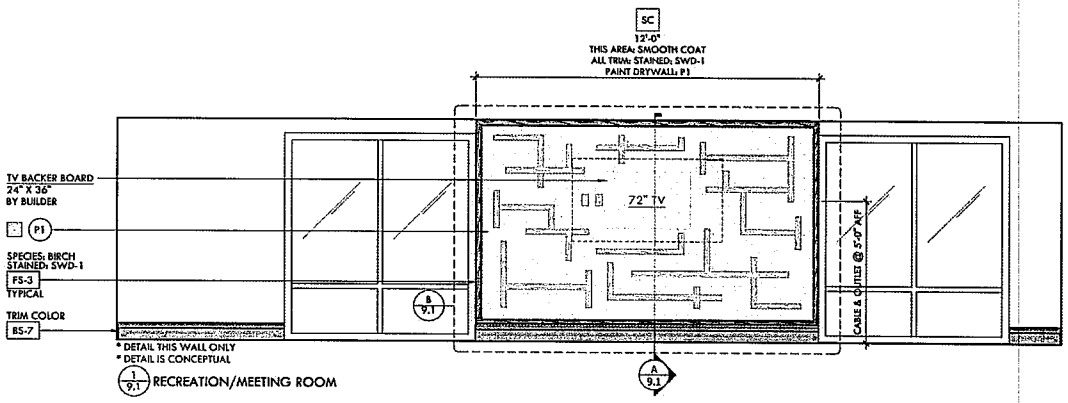
TRIM REFERENCE	
BS-7	BASE BOARD 7-1/4"
FS-2	1 X 2 FLAT STOCK
FS-3	1 X 3 FLAT STOCK
FS-6	1 X 6 FLAT STOCK
FS-8	1 X 8 FLAT STOCK
FS-12	1 X 12 FLAT STOCK
FS-2X2	2 X 2 FLAT STOCK
FS-2X12	2 X 12 FLAT STOCK
B-3X3	3 X 3 BOX BEAM

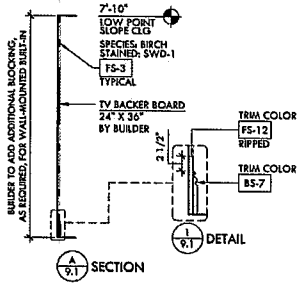
NOTE:
REFER TO PAGE 6.1 FOR ALL TRIM PROFILES

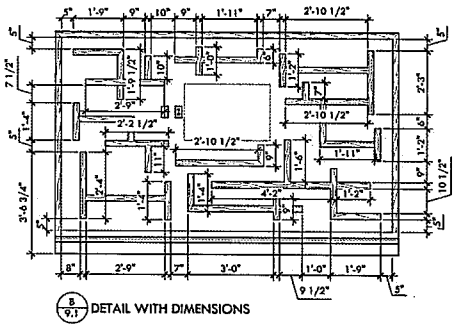
WC — INDICATES DRYWALL SMOOTH COAT & PRIME FOR WALLCOVERING (SEE DETAILS)

SC — INDICATES DRYWALL SMOOTH COAT FOR PAINT (SEE DETAILS)

INDICATES STAIN-GRADE WOOD.







DETAILS
SCALE: 1/2" = 1'-0"

ALL DRAWINGS ARE CONCEPTUAL

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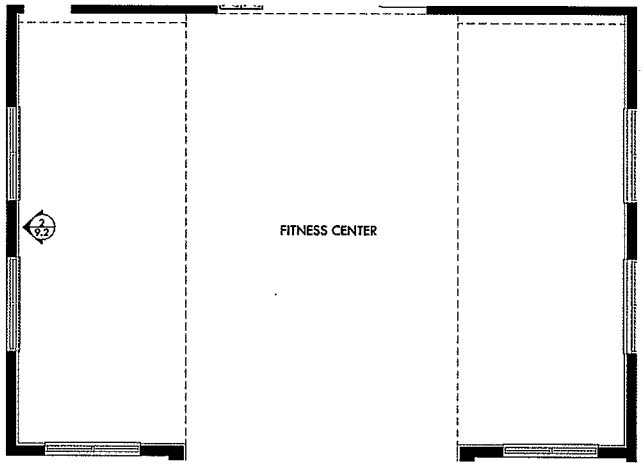
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Issue date: 7-1-2024

plan name: DETAILS

9.1



KEY PLAN

TRIM REFERENCE	
BS-7	BASE BOARD 7-1/4"
FS-2	1 X 2 FLAT STOCK
FS-3	1 X 3 FLAT STOCK
FS-6	1 X 6 FLAT STOCK
FS-8	1 X 8 FLAT STOCK
FS-12	1 X 12 FLAT STOCK
FS-2X2	2 X 2 FLAT STOCK
FS-2X12	2 X 12 FLAT STOCK
B-3X3	3 X 3 BOX BEAM

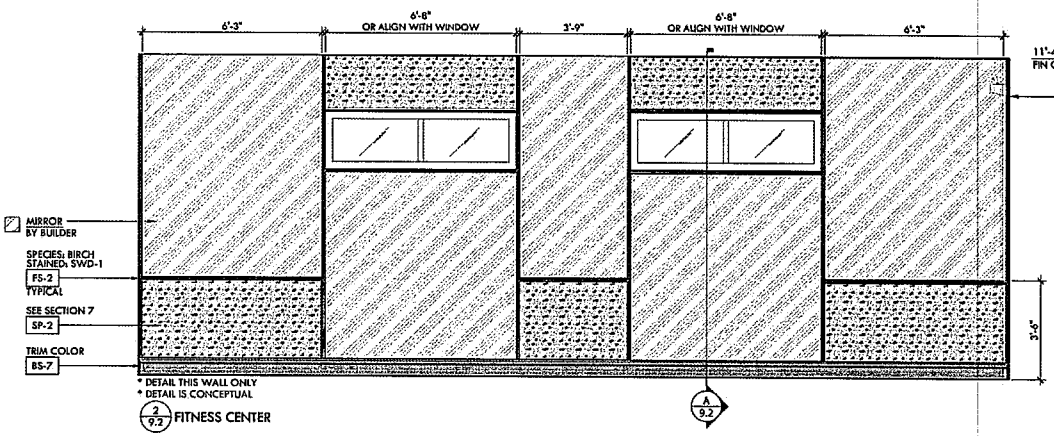
NOTE:
REFER TO PAGE 6.1 FOR ALL TRIM PROFILES

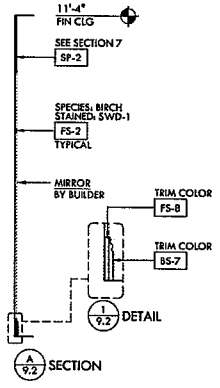
WC — INDICATES DRYWALL SMOOTH COAT & PRIME FOR WALLCOVERING (SEE DETAILS)

SC — INDICATES DRYWALL SMOOTH COAT FOR PAINT (SEE DETAILS)

INDICATES STAIN-GRADE WOOD.

BS-7 Baseboard	30.4 FT
FS-2 Trim	107.5 FT
SP-2 Cork Bark	70.4 SQ FT
Mirror	216.9 SQ FT





DETAILS
SCALE: 1/2" = 1'-0"

ALL DRAWINGS ARE CONCEPTUAL

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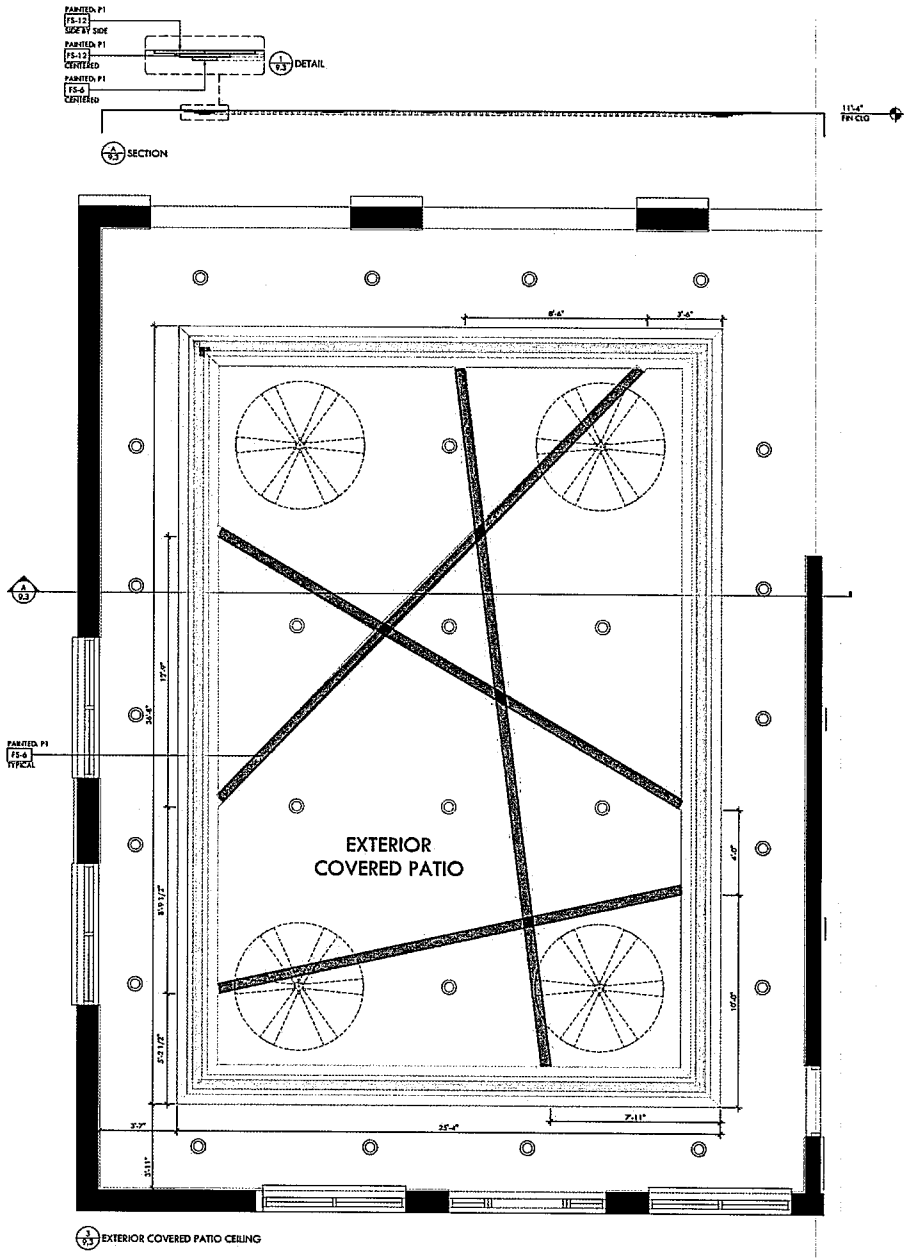
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issue date: 7-1-2024

plan name: DETAILS

9.2



TRIM REFERENCE	
BS-7	BASE BOARD 7-1/4"
FS-2	1 X 2 FLAT STOCK
FS-3	1 X 3 FLAT STOCK
FS-6	1 X 6 FLAT STOCK
FS-8	1 X 8 FLAT STOCK
FS-12	1 X 12 FLAT STOCK
FS-2X2	2 X 2 FLAT STOCK
FS-2X12	2 X 12 FLAT STOCK
B-3X3	3 X 3 BOX BEAM

NOTE:
REFER TO PAGE 6.1 FOR ALL TRIM PROFILES

WC	INDICATES DRYWALL SMOOTH COAT & PRIME FOR WALLCOVERING (SEE DETAILS)
SC	INDICATES DRYWALL SMOOTH COAT FOR PAINT (SEE DETAILS)
	INDICATES STAIN-GRADE WOOD.

FS-6 Trim	225.1 FT
FS-12 Trim	349.4 FT

DETAILS
SCALE: 3/8" = 1'-0"

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Issue date: 7-1-2024

plan name: DETAILS

9.3

B 3x3 Box Beam	71.4 FT
FS-2x2	249.9 FT
FS-2x12	49.7 FT
FS-3 Trim	43.3 FT
P-1 Paint	102.2 SQ FT
TL-1 Wall Tile	107.4 SQ FT
SP-1 Faux Green Wall	42.4 SQ FT

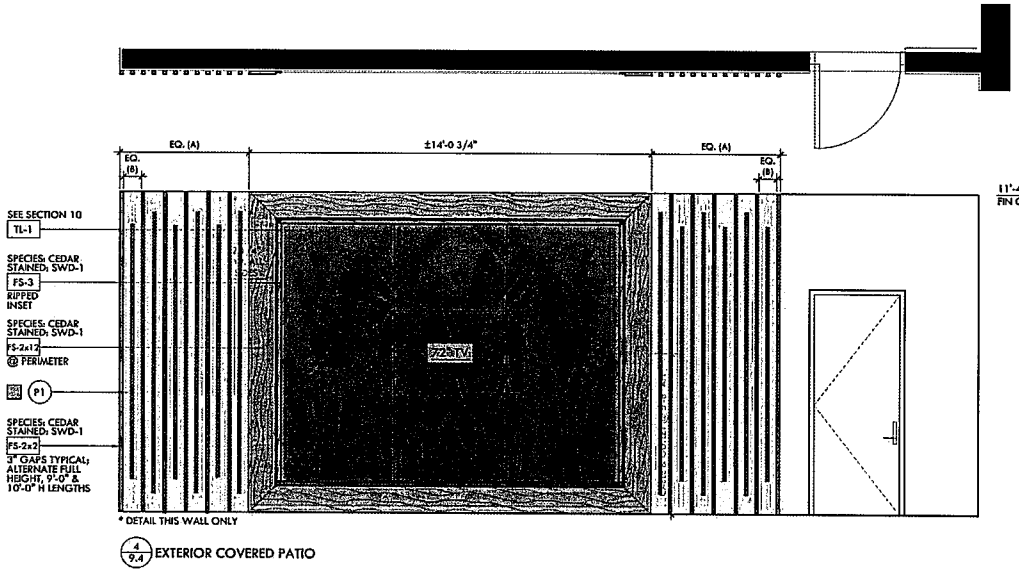
TRIM REFERENCE	
BS-7	BASE BOARD 7-1/4"
FS-2	1 X 2 FLAT STOCK
FS-3	1 X 3 FLAT STOCK
FS-6	1 X 6 FLAT STOCK
FS-8	1 X 8 FLAT STOCK
FS-12	1 X 12 FLAT STOCK
FS-2X2	2 X 2 FLAT STOCK
FS-2X12	2 X 12 FLAT STOCK
B-3X3	3 X 3 BOX BEAM

NOTE:
REFER TO PAGE 6.1 FOR ALL TRIM PROFILES

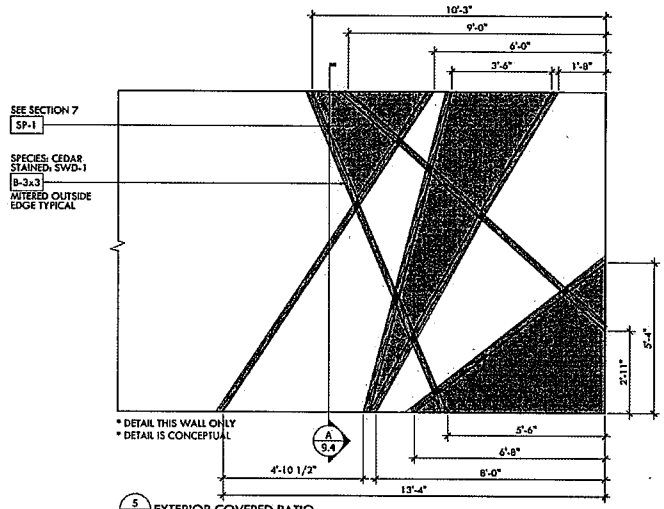
WC — INDICATES DRYWALL SMOOTH COAT & PRIME FOR WALLCOVERING (SEE DETAILS)

SC — INDICATES DRYWALL SMOOTH COAT FOR PAINT (SEE DETAILS)

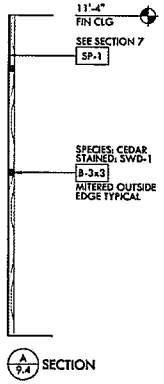
INDICATES STAIN-GRADE WOOD.



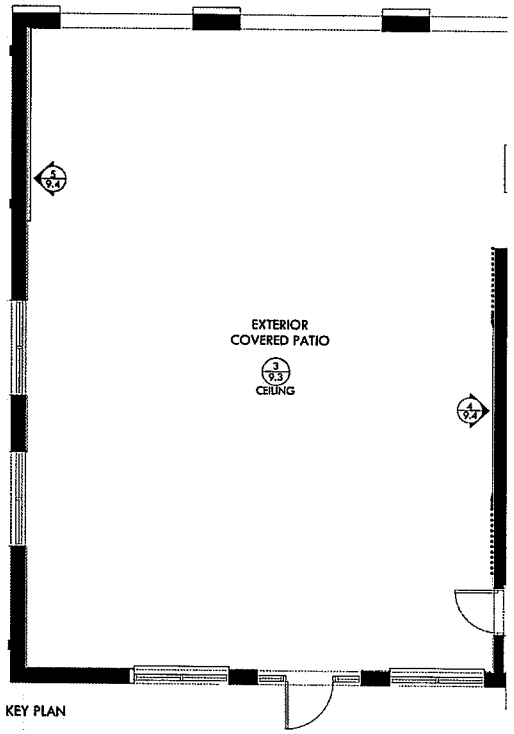
4/9.4 EXTERIOR COVERED PATIO



5/9.4 EXTERIOR COVERED PATIO



A 9.4 SECTION



KEY PLAN

DETAILS

SCALE: 1/2" = 1'-0"

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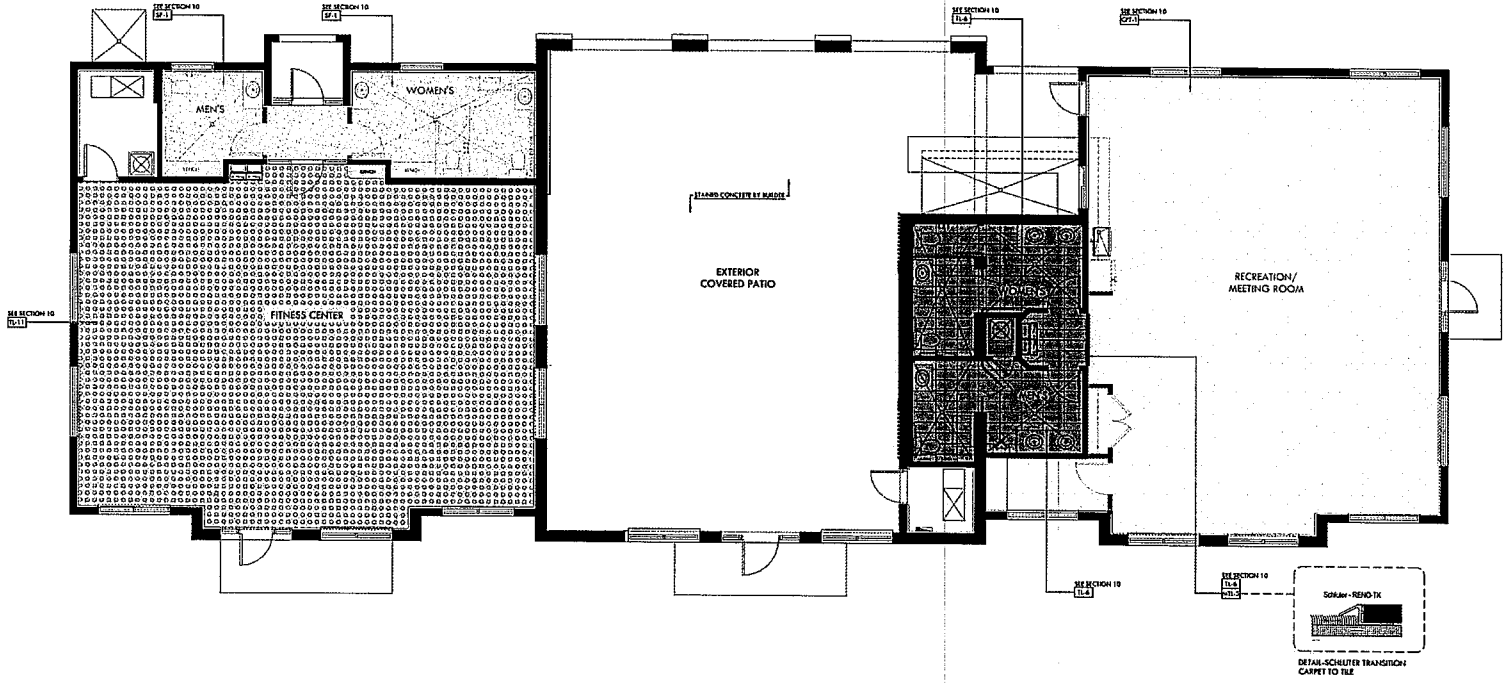
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Issue date: 7-1-2024

plan name: DETAILS

9.4

NOTE: REFER TO SECTION 10 FOR FINISH SPEC'S



CPT-1 Carpet	1427.3 SQ FT	
SF-1 Epoxy Floor	294.2 SQ FT	
TL-6 Floor Tile	350.7 SQ FT	
TL-11 Floor Tile	1358.0 SQ FT	
MTL-3 Carpet Schlu...	5.0 FT	

FLOORING FINISHES PLAN

SCALE: 3/16" = 1'-0"

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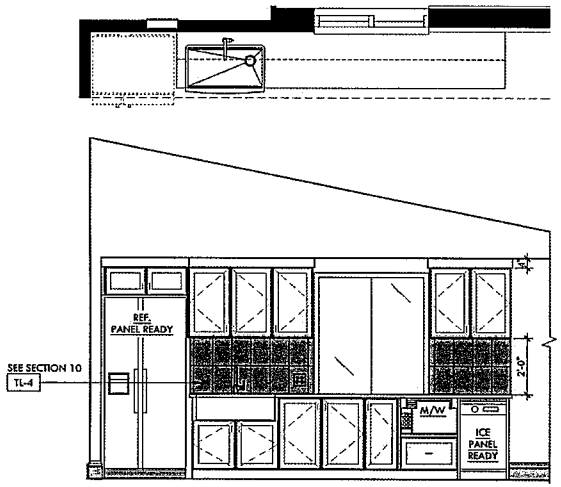
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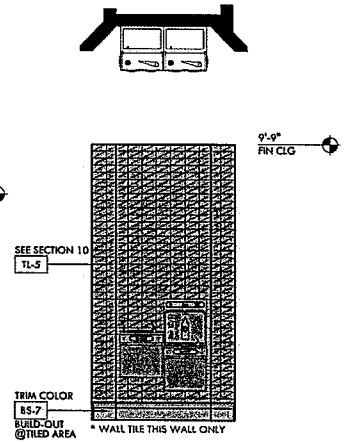
Issue date: 7-1-2024

plan name: FLOORING FINISHES PLAN

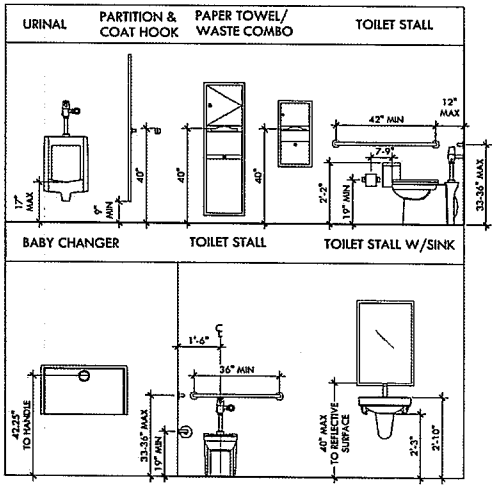
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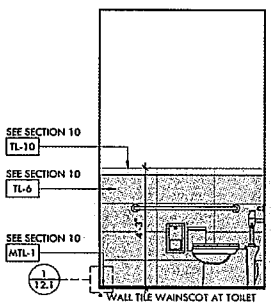
KITCHEN @ RECREATION/MEETING ROOM



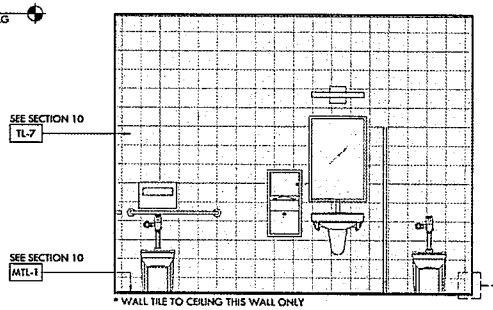
WATER FOUNTAIN -
@ RECREATION/MEETING ROOM



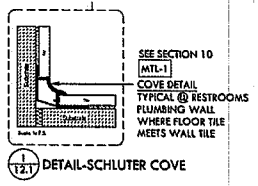
TYPICAL ADA MOUNTING HEIGHTS



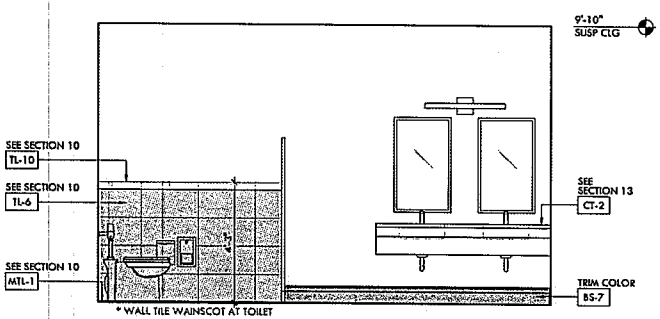
WOMEN'S RESTROOM -
@ RECREATION/MEETING ROOM



WOMEN'S RESTROOM -
@ RECREATION/MEETING ROOM



DETAIL-SCHLUTER COVE



WOMEN'S RESTROOM -
@ RECREATION/MEETING ROOM

TL-4 Wall Tile	14.4 SQ FT
TL-5 Wall Tile	46.2 SQ FT
TL-6 Wall Tile	48.3 SQ FT
TL-7 Wall Tile	122.9 SQ FT
TL-10 Wall Tile	12.1 FT
BS-7 Baseboard	16.4 FT
MTL-1 Transition Cove	24.8 FT

TILE DETAILS

SCALE: 1/2" = 1'-0"

ALL DRAWINGS ARE CONCEPTUAL

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SEMINOLE PALMS AMENITY CENTER

KOLTER

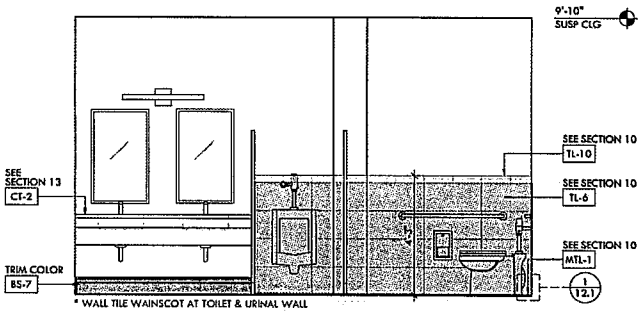
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Issue date: 7-1-2024

plan name: TILE DETAILS

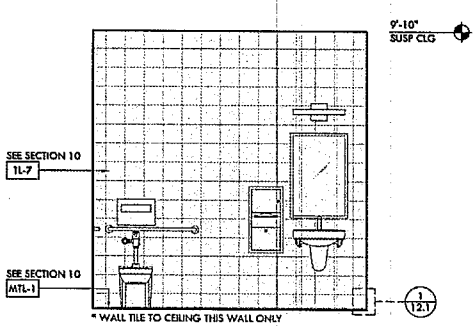
12.1

TL-6 Wall Tile	38.6 SQ FT
TL-7 Wall Tile	94.5 SQ FT
TL-9 Wall Tile	33.1 SQ FT
TL-8 Wall Tile	122.1 SQ FT
BS-7 Baseboard	9.8 FT
TL-10 Wall Tile	9.7 FT
MTL-1 Transition Cove	19.3 FT
MTL-2 Metal Schluter	18.3 FT



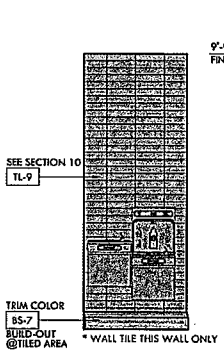
* WALL TILE WAINSCOT AT TOILET & URINAL WALL

MEN'S RESTROOM -
@ RECREATION/MEETING ROOM



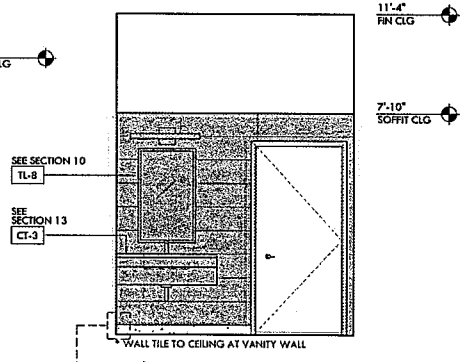
* WALL TILE TO CEILING THIS WALL ONLY

MEN'S RESTROOM -
@ RECREATION/MEETING ROOM



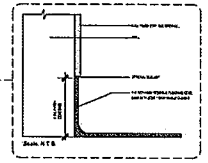
* WALL TILE THIS WALL ONLY

WATER FOUNTAIN -
@ FITNESS CENTER

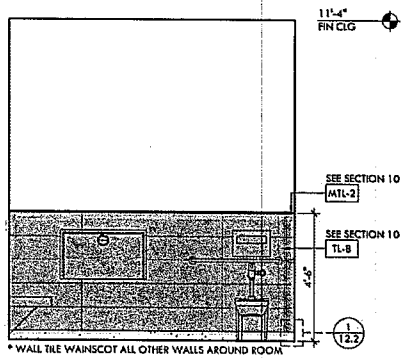


* WALL TILE TO CEILING AT VANITY WALL

MEN'S RESTROOM -
@ FITNESS CENTER

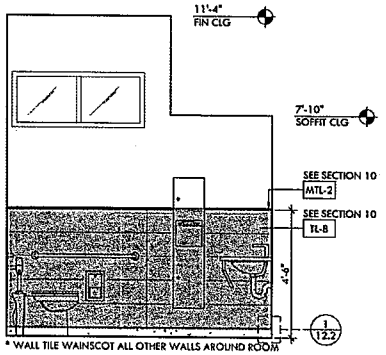


1 12.2 DETAIL-EPOXY INTEGRAL COVE BASE @ ALL WALLS



* WALL TILE WAINSCOT ALL OTHER WALLS AROUND ROOM

MEN'S RESTROOM -
@ FITNESS CENTER



* WALL TILE WAINSCOT ALL OTHER WALLS AROUND ROOM

MEN'S RESTROOM -
@ FITNESS CENTER

TILE DETAILS

SCALE: 1/2" = 1'-0"

ALL DRAWINGS ARE CONCEPTUAL

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SEMINOLE PALMS AMENITY CENTER

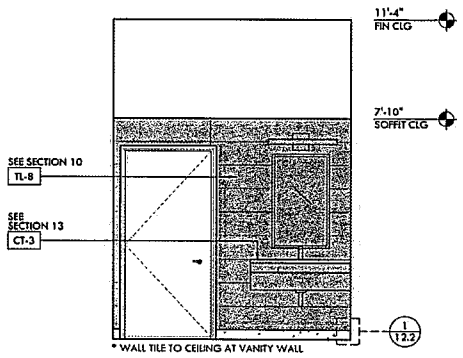
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issue date: 7-1-2024

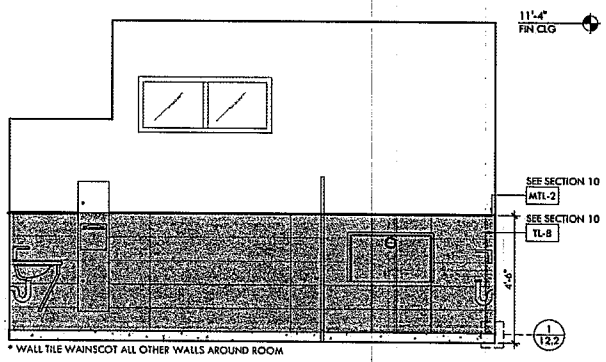
plan name: TILE DETAILS

12.2



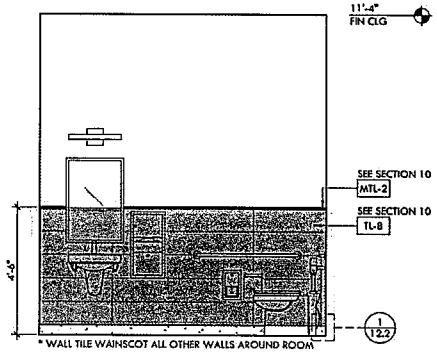
* WALL TILE TO CEILING AT VANITY WALL

WOMEN'S RESTROOM -
@ FITNESS CENTER



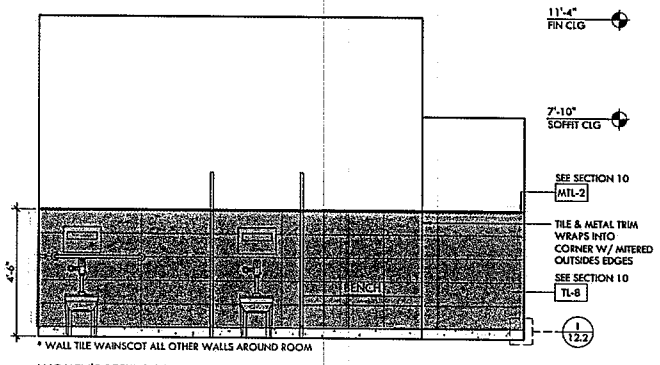
* WALL TILE WAINSCOT ALL OTHER WALLS AROUND ROOM

WOMEN'S RESTROOM -
@ FITNESS CENTER



* WALL TILE WAINSCOT ALL OTHER WALLS AROUND ROOM

WOMEN'S RESTROOM -
@ FITNESS CENTER



* WALL TILE WAINSCOT ALL OTHER WALLS AROUND ROOM

WOMEN'S RESTROOM -
@ FITNESS CENTER

TL-8 Wall Tile 223.8 SQ FT

MTL-2 Metal Schluter 41.0 FT

TILE DETAILS

SCALE: 1/2" = 1'-0"

ALL DRAWINGS ARE CONCEPTUAL

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SEMINOLE PALMS AMENITY CENTER

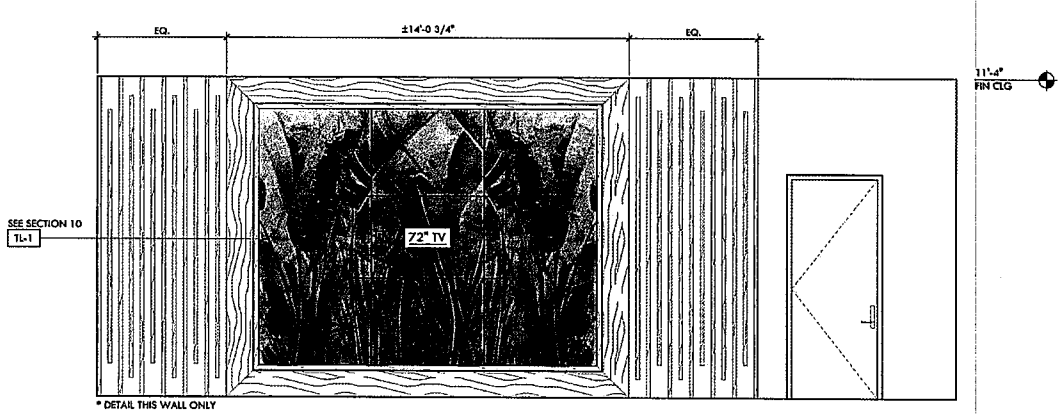
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issue date: 7-1-2024

plan name: TILE DETAILS

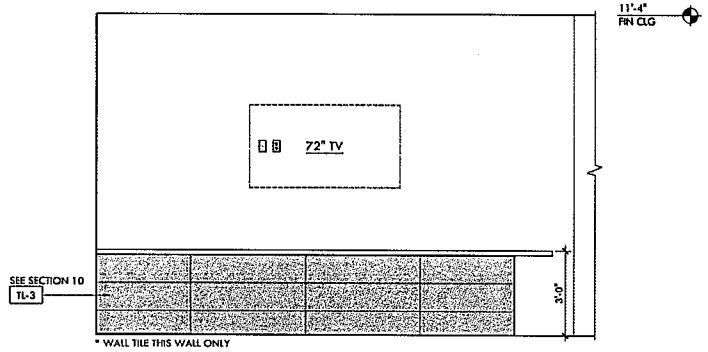
12.3



* DETAIL THIS WALL ONLY

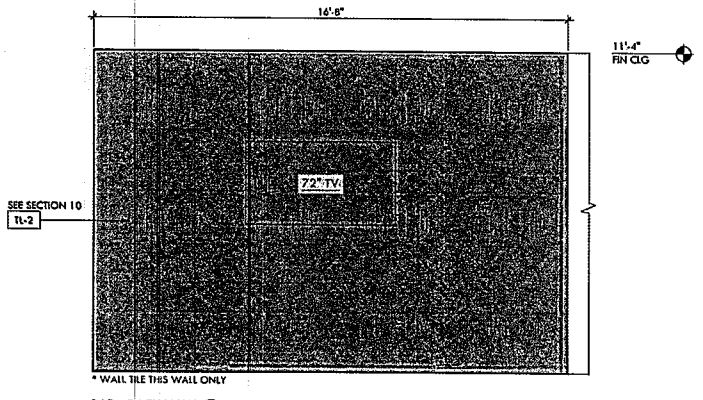
EXTERIOR COVERED PATIO

TL-2 Wall Tile	189.0 SQ FT
TL-3 Wall Tile	41.0 SQ FT



* WALL TILE THIS WALL ONLY

BAR FRONT @ EXTERIOR COVERED PATIO



* WALL TILE THIS WALL ONLY

BAR - BACK WALL @ EXTERIOR COVERED PATIO

TILE DETAILS

SCALE: 1/2" = 1'-0"

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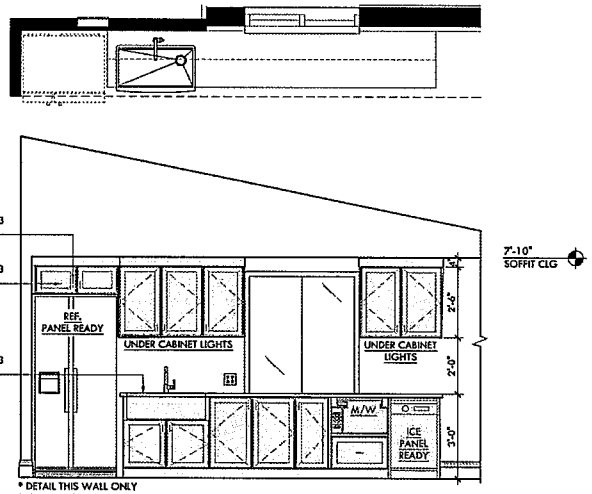
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Issue date: 7-1-2024

plan name: TILE DETAILS

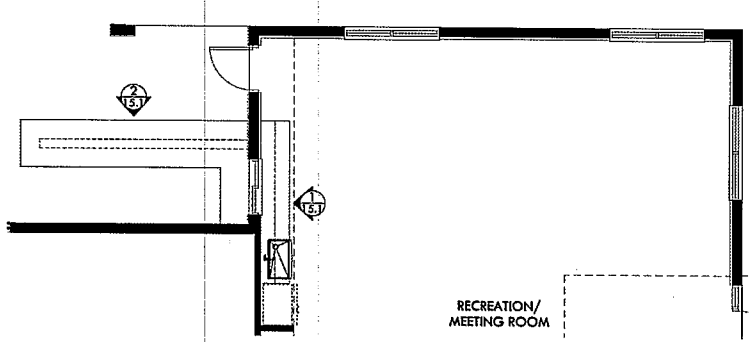
12.4

NOTE:
- REFER TO SECTION 13 FOR CABINETRY HARDWARE & CABINETRY LEGEND
- CABINETRY IS CONCEPTUAL
- REFER TO CABINET COMPANIES DRAWINGS



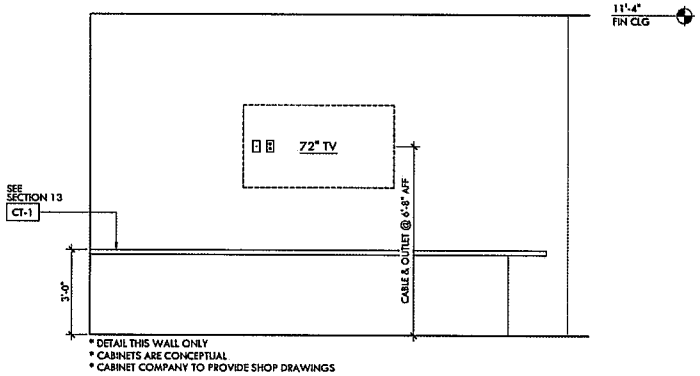
* DETAIL THIS WALL ONLY
* CABINETS ARE CONCEPTUAL
* CABINET COMPANY TO PROVIDE SHOP DRAWINGS

(1/15.1) RECREATION/MEETING ROOM KITCHEN



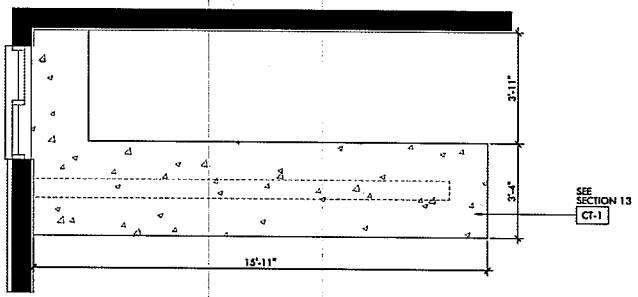
KEY PLAN

CAB-1 Cabinetry 56.4 SQ FT



* DETAIL THIS WALL ONLY
* CABINETS ARE CONCEPTUAL
* CABINET COMPANY TO PROVIDE SHOP DRAWINGS

(2/15.1) BAR FRONT @ EXTERIOR COVERED PATIO



(2a/15.1) BAR TOP- PLAN VIEW @ EXTERIOR COVERED PATIO

CABINETRY ELEVATIONS

SCALE: 1/2" = 1'-0"

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issue date: 7-1-2024

plan name: CABINETRY ELEVATIONS

15.1

Exhibit B

GENERAL CONDITIONS

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

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

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

1. General.

A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.

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

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

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

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

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

C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.

D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.

E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.

G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back

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

H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).

I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.

J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.

K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.

L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or

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

M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor $100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.

N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**

O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.

P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.

a. Contractor's personnel shall not remove protective devices (if applicable).
b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite

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

R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.

S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.

T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor $200 per occurrence for violations of this pet policy.

V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts.

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

W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.

X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

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

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

B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.

C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:

a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
c. Contractor will assist Owner in complying with the OSHA Regulations.
d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the

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

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

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

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

E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

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

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

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

Exhibit C

SITE SAFETY RULES

Contractor agrees as follows:

1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.

2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.

3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.

4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).

5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.

6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.

8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.

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

Exhibit D

EMERGENCY ACTION PLAN

N/A

Exhibit E

INSURANCE REQUIREMENTS

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

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement (**"Agreement"**) by and between CRE-KL Seminole Woods Owner LLC (**"Owner"**) and JK2 Holmes Constructors LLC (**"Contractor"**) all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement.

To Whom It May Concern,

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

Evidence of Insurance Required:

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

The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) CRE-KL Seminole Woods Owner LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

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

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

(a) Premises or ongoing operations;

(b) Products and completed operations, which shall:

i. cover materials designed, furnished and/or modified in any way by Contractor;

ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and

iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;

(c) Vandalism and malicious mischief;

(d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;

(e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;

(f) Independent Contractors;

(g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;

(h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and

(i) Per Project General Aggregate (ISO form CG2503 or equivalent).

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

AUTOMOBILE INSURANCE

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

(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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

(a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.

(b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).

(c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

(d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.

(e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

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

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

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

(a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;

(b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;

(c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.

(d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"

(e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

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

(i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and

(ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.

(f) Contractor's CGL policy contains contractual liability coverage;

(g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;

(h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and

(i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)
COMMERCIAL GENERAL LIABILITY

26.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

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

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

26.15	Kolter Group Acquisitions LLC &
26.16	CRE-KL Seminole Woods Owner LLC

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

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

CRE-KL Seminole Woods Owner LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

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

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

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

CONTRACTOR:
JK2 HOLMES CONSTRUCTORS LLC

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

BY: _____
PRINT: _____
COMMISSION #: _____

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

Exhibit G
FINAL WAIVER AND RELEASE OF LIEN

CRE-KL Seminole Woods Owner LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

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

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

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

CONTRACTOR:
JK2 Holmes Constructors LLC

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

BY: _____
PRINT: _____
COMMISSION #: _____

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

JK2 Holmes Constructors LLC
530 Holts Lake Court
Apopka FL 32703
407.880.8400
License: CG-C024901

Contract Invoice

Invoice#: 25113-PA11

Date: 03/20/2026

Billed To: Brookfield Kolter Land Partners LLC
105 NE 1st Street
Delray Beach FL 33444

Project: Seminole Palms Amenity & Hardscape
10 Micanopy Drive
Palm Coast FL 32164

Due Date: 04/19/2026 **Terms:** 30DY **Order#** 3694

Description	Amount
Payment Application #11	15,164.10

Project Name & Phase:	Seminole Palms Amenity and Hardscape
Community #:	4278
PO #:	3694
Activity Code:	62005
Resource Description:	Amenity and Hardscape
Notes:	
Lauren Barrett lbarrett@brookfieldkolter.com Press	10/21/2025

A service charge of 0.000% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Sales Tax:	0.00
Invoice Total:	15,164.10
Retention:	1,516.41
Amount Paid:	0.00
Amount Due	**13,647.69**

APPLICATION AND CERTIFICATE FOR PAYMENT

LIKE AIA DOCUMENT G702

TO: CRE-KL Seminole Woods Owner LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

PROJECT: **Seminole Palms Amenity & Hardscape**
5191 Citation Blvd
Palm Coast, FL

APPLICATION: **ELEVEN**
DATE: 03.19.26
PERIOD TO: 03.31.26

OWNER PO# **3694**

FROM: JK² Holmes Constructors, LLC
530 Holts Lake Court
Apopka, FL 32703

JK² JOB NUMBER: **25113**

ARCHITECT'S PROJECT # : N/A

CONTRACT FOR:

CONTRACT DATE: 2/6/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL			
Approved this Month			
Number	Date Approved		
1	09.16.25	39,259.07	
2	09.25.25	9,962.33	
3	10.17.25	3,543.84	
4	11.03.25	5,430.25	
5	11.03.25	5,505.17	
6	01.28.26	21,213.40	
7	02.09.26	10,025.60	
8	02.24.26	5,138.05	
9			
10			
11			
	TOTALS	$ 100,078	-
Net Changes by Change Orders			100,077.71

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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JK2 Holmes Constructors LLC

By: _____ Date: 3/20/26

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

1. ORIGINAL CONTRACT SUM		$ 3,063,153.00
2. Net change by Change Orders.		$ 100,077.71
3. CONTRACT SUM TO DATE (Line 1+2)		$ 3,163,230.71
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 3,163,231.16
5. RETAINAGE:		
a. 10% of Completed Work (Columns D + E)	$ (316,323.12)	
b. 10% of Stored Material (Column F)	$ -	
TOTAL RETAINAGE: (Line 5a+5b or Total in Column I)		$ (316,323.12)
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ -	$ 2,846,908.04
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 2,833,260.35
8. CURRENT PAYMENT DUE		$ 13,647.69
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 316,322.67

State of: Florida
Subscribed and sworn to before me this 20 day of March 2026
Notary Public: Susan G. Boshers
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

NOTARY PUBLIC STATE OF FLORIDA
SUSAN G. BOSHERS
Commission # HH 247339
Expires April 25, 2026

AMOUNT CERTIFIED
(Attach explanation if amount certified di

By: _____
This Certificate is not negotiable. The AM
Contractor named herein. Issuance, paym
prejudice to any rights of the Owner or C

Project Name & Phase:	Seminole Palms Amenity and Hardscape
Community #:	4278
PO #:	3694
Activity Code:	62005
Resource Description:	Amenity and Hardscape
Notes:	

Lauren Barrett lbarrett@brookfieldkolter.com Press 10/21/2025

JK 2 HOLMES CONSTRUCTORS, LLC

530 Holts Lake Court, Apopka, FL 32703

Application #: ELEVEN

Application Date: 03.19.26

Period From: 03.01.26

Period To: 03.31.26

Application and Certificate for Payment, containing

Contractors Signed Certification is attached.

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

Seminole Palms Amenity & Hardscape 3,694

-A-	-A-	-C-	-D-	-E-	-F-	-G-		-H-	-I-
				THIS	PERIOD	(D+E+F)		(C-G)	
Coding	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK IN PLACE	STORED MATERIAL	TOTAL STORED AND COMPLETED	%	BALANCE TO FINISH	RETAINAGE
62005	Survey / Material Testing	26,782.00	26,782.00			26,782.00	100%	0.00	2,678.20
62005	Fine Grading	10,000.00	10,000.00			10,000.00	100%	0.00	1,000.00
62005	Site Drainage	20,000.00	20,000.00			20,000.00	100%	0.00	2,000.00
62005	Boundary Marker	9,642.00	9,642.00			9,642.00	100%	0.00	964.20
62005	Pavers	81,086.00	81,086.00			81,086.00	100%	0.00	8,108.60
62005	Tot Lot / Shade Sail / Site Furnishings	140,908.00	140,908.00			140,908.00	100%	0.00	14,090.80
62005	Pool	778,177.00	778,177.00			778,177.00	100%	0.00	77,817.70
62005	Pool Shower / Equipment Yard Gravel	5,893.00	5,893.00			5,893.00	100%	0.00	589.30
62005	Pool Fencing & Gates	33,210.00	33,210.00			33,210.00	100%	0.00	3,321.00
62005	Dog Park Fencing & Gates	6,428.00	6,428.00			6,428.00	100%	0.00	642.80
62005	Concrete & CMU	235,682.00	235,682.00			235,682.00	100%	0.00	23,568.20
62005	Stone Veneer	22,310.00	22,310.00			22,310.00	100%	0.00	2,231.00
62005	Metal Awnings	42,825.00	42,825.00			42,825.00	100%	0.00	4,282.50
62005	Wood Trusses / Rough Carpentry	137,019.00	137,019.00			137,019.00	100%	0.00	13,701.90
62005	Finish Carpentry / Trim / Millwork	87,045.00	87,045.00			87,045.00	100%	0.00	8,704.50
62005	Roofing/Gutters-Downspouts/Soffit	53,564.00	53,564.00			53,564.00	100%	0.00	5,356.40
62005	Hardie Siding & Fascia	16,070.00	16,070.00			16,070.00	100%	0.00	1,607.00
62005	Caulking/Sealants/Waterproofing	5,357.00	5,357.00			5,357.00	100%	0.00	535.70
62005	Insulation	36,424.00	36,424.00			36,424.00	100%	0.00	3,642.40
62005	Interior Doors & Hardware	21,426.00	21,426.00			21,426.00	100%	0.00	2,142.60
62005	Storefront Doors & Windows/Gym Mirror	218,113.00	218,113.00			218,113.00	100%	0.00	21,811.30
62005	Stucco	32,112.00	32,112.00			32,112.00	100%	0.00	3,211.20
62005	Painting & Staining	44,459.00	44,459.00			44,459.00	100%	0.00	4,445.90
62005	Drywall/Framing/Densglass	47,162.00	47,162.00			47,162.00	100%	0.00	4,716.20
62005	Acoustical Ceiling Tile	5,143.00	5,143.00			5,143.00	100%	0.00	514.30
62005	Flooring/Wall Tile	125,130.00	125,130.00			125,130.00	100%	0.00	12,513.00
62005	Faux Green Wall & Corkboard	14,129.00	14,129.00			14,129.00	100%	0.00	1,412.90
62005	Bathroom Accessories/Partitions	33,893.00	33,893.00			33,893.00	100%	0.00	3,389.30
62005	Plumbing	137,020.00	137,020.00			137,020.00	100%	0.00	13,702.00
62005	HVAC	58,921.00	58,921.00			58,921.00	100%	0.00	5,892.10
62005	Electrical	222,119.00	222,119.00			222,119.00	100%	0.00	22,211.90
62005	PM/Supervision/General Conditions	254,144.00	254,144.00			254,144.00	100%	0.00	25,414.40
62005	Burden, Sales Tax, Insurance	100,960.00	100,960.00			100,960.00	100%	0.00	10,096.00
	Change Orders								
62005	CO #01 - 09.16.25	39,259.07	39,259.07			39,259.07	100%	0.00	3,925.91
62005	CO #02 - 09.25.25	9,962.33	9,962.33			9,962.33	100%	0.00	996.23
62005	CO #03 - 10.17.25	3,543.84	3,543.84			3,543.84	100%	0.00	354.38
62005	CO #04 - 11.03.25	5,430.25	5,430.25			5,430.25	100%	0.00	543.03
62005	CO #05 - 11.03.25	5,505.17	5,505.17			5,505.17	100%	0.00	550.52
62005	CO #6,7,8 - 01.28.26	21,213.40	21,213.40			21,213.40	100%	0.00	2,121.34
62005	CO #09 - 02.09.26	10,025.60	0.00	10,025.60		10,025.60	100%	0.00	1,002.56
62005	CO #10 - 02.24.26	5,138.05	0.00	5,138.50		5,138.50	100%	(0.45)	513.85
	TOTAL	**3,163,230.71**	**3,148,067.06**	**15,164.10**	**0.00**	**3,163,231.16**	**100%**	**(0.45)**	**316,323.12**

Purchase Order: 3694

KOLTER

PO Name: JK2 Holmes Constructors - Seminole Palms Amenity & Hardscape
Ordered: 5/7/2025
Revised: 2/20/2026

Community: CRE-KL Seminole Woods Owner LLC (4278)

Vendor: JK2 Holmes Constructors LLC (JKHOCO)
530 Holts Lake Court, Suite 304
APOPKA, FL 32703
(p) (407) 880-8400

Notes:

Amenity 1

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	62005 Amenity Sitework - Amenity Sitework - CO #3 - owner and architect storefront revisions	3	$3,543.84	$3,543.84	$3,543.84
	0.00	LS	- Amenity Sitework - CO #4 - Vinyl Fence Gate and Waterline	4	$5,430.25	$5,430.25	$0.00
	0.00	LS	- Amenity Sitework - CO #5 - Unsuitable Soil Removal	5	$5,505.17	$5,505.17	$5,505.17
	0.00	LS	- Amenity Sitework - JK2 - CO #6 - epoxy, lighting and restroom access	6	$7,362.31	$7,362.31	$0.00
	0.00	LS	- Amenity Sitework - JK2 - CO #7 - roofing/framing revisions	7	$9,477.13	$9,477.13	$0.00
	0.00	LS	- Amenity Sitework - JK2 - CO #8 - Additional awning	8	$4,373.96	$4,373.96	$0.00
	0.00	LS	- Amenity Sitework CO #9 - JK2 - Amenity CO #9 - aluminum fence gates, vinyl fence & gates	9	$10,025.60	$10,025.60	$0.00
	0.00	LS	- Amenity Sitework - JK2 - Amenity CO #10 - network drops (install for 8 drops in fitness area)	10	$5,138.05	$5,138.05	$0.00
	0.00	LS	- Amenity Sitework	0	$3,063,153.00	$3,063,153.00	$2,592,330.33
	0.00	LS	- Amenity Sitework - Additional electrical & Wall finishes	1	$39,259.07	$39,259.07	$39,259.07
	0.00	LS	- DO NOT USE!!! INSERT VALID RESOURCE - Amenity CO 2 - storefront revision credit, gutter mesh, insulation, concrete, other	2	$9,962.33	$9,962.33	$0.00

Payment Information

Draw	Draw Amounts

Subtotal: $3,163,230.71
Total Tax: $0.00
Purchase Order Total: $3,163,230.71
Invoiced To Date: $2,640,638.41

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.

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

CRE-KL Seminole Woods Owner LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of $13,647.69 paid by CRE-KL Seminole Woods Owner LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Seminole Woods according to the plat thereof on file in the office of the Clerk of the Court in and for Flagler, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

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

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 20 day of March 20 26.

CONTRACTOR:
JK2 HOLMES CONSTRUCTORS LLC

BY: _____

PRINT: Daniel Shaffer

TITLE: Principal

STATE OF Florida
COUNTY OF Orange

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 20 day of March, 20 26 by Daniel Shaffer, as Principal of JK2 Holmes Constructors, LLC, on behalf of said company, who is personally known to me or has produced _____ as identification.

SUSAN G. BOSHERS
Commission # HH 247339
Expires April 25, 2026

NOTARY PUBLIC

BY: _____

PRINT: Susan G Boshers

COMMISSION #: HH247339

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

Unconditional Waiver and Release Upon Progress Payment

Lien Waiver and Release Form

(Civil Code § 8134)

NOTICE: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

IDENTIFYING INFORMATION:

Name of Claimant: C&C Concrete Pumping Orlando
Name of Customer: THE RODAV GROUP
Job Location: SEMINOLE PALMS: 5191 Citation Boulevard, Bunnell, FL 32110
Name of Owner:
Through Date: January 31, 2026

UNCONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

PAID TO DATE

EXCEPTIONS:

This document does not affect the following:

1. **Retentions**
2. **Extras for which the claimant has not received payment**
3. **Contract rights, including:**
   (a) A right based on rescission, abandonment, or breach of contract, and
   (b) The right to recover compensation for work not compensated by the payment.

This document was acknowledged before me this 13 day of FEB, 2026, by Georgette Chacon who is personally known to me and who did take an oath.

NOTARY PUBLIC STATE OF FLORIDA
CARLOS CASTANEDA
Commission # HH 313427
Expires January 17, 2027

Notary: _____

Date: February 13, 2026

THE RODAV GROUP

,

C&C Concrete Pumping Orlando

_____

Georgette Chacon
Tel: 407-297-0881

JK2 Holmes
Constructors, LLC

SUBCONTRACT AGREEMENT

Job Number: 25113
Subcontract #: 25113-7030
Date: 2/12/2026

WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 01/31/2026 to **JK2 Holmes Constructors, LLC**, on the job known as Seminole Palms Amenity, to the following property:

5191 Citation Blvd
Tract L
Palm Coast, FL 32164

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

Dated this 12 day of February, 20 26.

Lienor's Name: Collis Roofing, Inc.

Signature: J Douglas Lanier

Title: CEO

Printed Name: J. Douglas Lanier

Sworn to and subscribed before me this 12 day of February, 20 26, by J. Douglas Lanier, who is personally known to me or has produced _____ as identification.

Johanna A. Hunt
Notary Public

My Commission Expires: 7-23-28

JOHANNA A. HUNT
Notary Public - State of Florida
Commission # HH 574379
My Comm. Expires Jul 23, 2028
Bonded through National Notary Assn.

JK2 Holmes
Constructors, LLC

SUBCONTRACT AGREEMENT

Job Number: 25113
Subcontract #:
Date:

WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 01/31/2026 to **JK2 Holmes Constructors, LLC**, on the job known as Seminole Palms Amenity, to the following property:

5191 Citation Blvd
Tract L
Palm Coast, FL 32164

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

Dated this 12 day of February, 2026.

Lienor's Name: CUSTOM FLOORS + MORE

Signature:

Title: OWNER

Printed Name: BRIAN FERNANDEZ

Sworn to and subscribed before me this 12 day of FEBRUARY, 2026, by BRIAN FERNANDEZ, who is personally known to me or has produced _____ as identification.

Patricia Raney
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
PATRICIA RANEY
Commission # HH 455548
Expires February 11, 2028

Attachment "D" Lien Waiver

JK2 Holmes Constructors LLC

530 Holts Lake Court
Apopka FL 32703

25113

WAIVER AND RELEASE OF LIEN UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $17,902.08 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through January 31, 2026 to JK2 Holmes Constructors LLC, on the job known as

Seminole Palms Amenity & Hardscape

10 Micanopy Drive

Palm Coast FL

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

Dated this 12th day of February, 2026.

Lienor's Name: Environmental Painting Alternatives, Inc

Signature _____

Title Executive Director

Printed Name Abraham Couch

State of Florida
County of Seminole

Sworn and subscribed before me this 12th day of February, 2026 by:
Abraham Couch, who is personally known to me
or has produced n/a as identification.

_____
Notary Public

Notary Public State of Florida
Jorge Perez
My Commission HH 612253
Expires 11/30/2028

My Commission expires: 11/30/2028

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

100237-SEMPAAMC

The undersigned lienor, in consideration of the sum of $10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials, invoiced through 01-31-2026 to MJ BOTURLA INDUSTRIES INC on the job of CRE-KL SEMINOLE WOODS OWNER LLC (owner), to the following described property:

5191 CITATION BLVD, PALM COAST; CLUBHOUSE AMENITY, POOL & HARDSCAPES; AKA 10 MICANOPY DR, SEMINOLE PALMS AMENITY CENTER - PER PERMIT# 2024120633; PARCEL# 21-12-31-5560-00000-00L0, TRACT L, SEMINOLE PALMS PHASE 1, MAP BOOK 41 PAGE 61, FLAGLER COUNTY FL MORE PARTICULARLY DESCRIBED IN O.R. BOOK 2958 PAGE 71;

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

DATED on FEBRUARY 24, 2026

FOUNDATION BUILDING MATERIALS, LLC
ATTN: LAKESHA KING
1924 W PRINCETON ST
ORLANDO FL 32804

By: _____
SHEILA CONDE
AUTHORIZED AGENT

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 24 day of FEBRUARY, 2026 by SHEILA CONDE (name of person making statement).

_____ _____
Signature of Notary Public - State of Florida Print, type or stamp name of notary public

[X] Personally Known OR [ ] Produced Identification

Type of Identification Produced _____

ALLISON BARKER
Notary Public-State of Florida
Commission # HH 726476
My Commission Expires
October 12, 2029

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.

JK2 Holmes Constructors LLC

530 Holts Lake Court
Apopka FL 32703

25113

WAIVER AND RELEASE OF LIEN UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $35,953.20 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through January 31, 2026 to JK2 Holmes Constructors LLC, on the job known as

Seminole Palms Amenity & Hardscape

10 Micanopy Drive

Palm Coast FL

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

Dated this 12 day of February, 2026.

Lienor's Name: Gleman & Sons Custom Woodwork LLC

Signature Benny Smith

Title _____

Printed Name Benjamin Smith

State of Florida
County of Orange

Sworn and subscribed before me this 12 day of February, 2026 by: Benjamin Smith, who is personally known to me or has produced _____ as identification.

Susan G. Boshers
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA

SUSAN G. BOSHERS
Commission # HH 247339
Expires April 25, 2026

JK2 Holmes
Constructors, LLC

SUBCONTRACT AGREEMENT

Job Number: 25113
Subcontract #:
Date:

WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 01/31/2026 to **JK2 Holmes Constructors, LLC**, on the job known as Seminole Palms Amenity, to the following property:

5191 Citation Blvd
Tract L
Palm Coast, FL 32164

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

Dated this 17 day of February, 2026

Lienor's Name: Hitek Truss
Signature: Troy Martin
Title: Controller
Printed Name: Troy Martin

Sworn to and subscribed before me this 17 day of February, 2026 by Troy Martin who is personally known to me or has produced _____ as identification.

Susan P Edder
Notary Public

My Commission Expires: April 5, 2027

Notary Public State of Florida
Susan P Edder
My Commission HH 372518
Expires 4/5/2027

Attachment "D" Lien Waiver

Job 12946 - pd $16,695.00 - 11/11/25

JK2 Holmes
Constructors, LLC

SUBCONTRACT AGREEMENT

Job Number: 25113
Subcontract #:
Date:

WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $4,036.85 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 01/31/2026 to **JK2 Holmes Constructors, LLC**, on the job known as Seminole Palms Amenity, to the following property:

5191 Citation Blvd
Tract L
Palm Coast, FL 32164

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

Dated this 17 day of February, 2026.

Lienor's Name: GanJames, Inc. dba Labor Finders

Signature:

Title: manager

Printed Name: Chloe Reed

Sworn to and subscribed before me this 17 day of February, 2026, by Chloe Reed, who is personally known to me or has produced _____ as identification.

Julia B. Giudicy
Notary Public

JULIA B. GIUDICY
MY COMMISSION # HH 511523
EXPIRES: August 2, 2028

My Commission Expires: 08/02/2028

UNCONDITIONAL WAIVER AND RELEASE OF LIEN

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 Alpha Omega Glass and Mirror, LLC on the job of JK2 Holmes Constructors, LLC (Contractor) to the following described property:

Seminole Palms Amenity
5191 Citation Blvd.
Palm Coast, FL 32164

DATED on February 12th 2024

Rochester Insulated Glass, Inc.
Company Name

Tyler H Welk President
Type or print name and title

Signature

State of New York

County of Ontario

Sworn before me this 12 day of February, 2026

Notary Public

(seal)

Kathleen M. McAlpin
Notary Public, State of New York
Reg. No. 01MC6380044
Appointed in Monroe County
Commission Expires 08/27/2026

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 substantially different from the statutory form.

Job # **254**

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment **in the sum of $10.00**

for all labor services, equipment or material furnished to **ENVIRONMENTAL PTG ALTERN**

on the job of **SEMINOLE PALMS AMENITY**

located at **5191 CITATION BLVD, PALM COAST FL 32164 USA**

and does hereby waive and release any right to a mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

ENVIRONMENTAL PTG ALTERN

through 01/31/2026

only and does not cover any retention before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment.

As of: **02/12/2026**

The Sherwin-Williams Company

DANITRA ALDRIDGE NOTARY PUBLIC GA DEKALB COUNTY MY COMMISSION EXPIRES APRIL 20 2027

By _____

PRINT NAME: **Sean Thornton**

PRINT TITLE: **Financial Analyst**

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: ***Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially the form set forth above.***

rev1/94
release2.lwp

JK2 Holmes Constructors LLC

530 Holts Lake Court
Apopka FL 32703

25113

WAIVER AND RELEASE OF LIEN UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $15,002.21 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through January 31, 2026 to JK2 Holmes Constructors LLC, on the job known as

Seminole Palms Amenity & Hardscape

10 Micanopy Drive

Palm Coast FL

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

Dated this 12th day of February, 2026

Lienor's Name: Sterling Enterprises LLC

Signature _____

Title President

Printed Name Robert Tolbert

State of Florida
County of Hillsborough

Sworn and subscribed before me this 12th day of February, 2026 by: Robert Tolbert, who is personally known to me or has produced _____ as identification.

_____
Notary Public

My Commission expires:

CYNTHIA CHAYKOSKY
MY COMMISSION #HH574835
EXPIRES: JUL 24, 2028
Bonded through 1st State Insurance

JK2 Holmes Constructors LLC

530 Holts Lake Court
Apopka FL 32703

25113

WAIVER AND RELEASE OF LIEN UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $7,605.00 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through January 31, 2026 to JK2 Holmes Constructors LLC, on the job known as

Seminole Palms Amenity & Hardscape

10 Micanopy Drive

Palm Coast FL

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

Dated this 20 day of FEBRUARY, 2026

Lienor's Name: TFM Construction Inc

Signature TMF

Title PRESIDENT

Printed Name THOMAS F. MENLEY

State of FLORIDA
County of SEMINOLE

Sworn and subscribed before me this 20 day of FEBRUARY, 2026 by: THOMAS F. MENLEY, who is personally known to me or has produced _____ as identification.

Notary Public

SARAH M. CATINEAU
MY COMMISSION # HH 211175
EXPIRES: April 26, 2026

My Commission expires: 4/26/2026

JK2 Holmes
Constructors, LLC

SUBCONTRACT AGREEMENT

Job Number: 25113
Subcontract #:
Date:

WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 01/31/2026 to **JK2 Holmes Constructors, LLC**, on the job known as Seminole Palms Amenity, to the following property:

5191 Citation Blvd
Tract L
Palm Coast, FL 32164

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

Dated this 12th day of February, 2026.

Lienor's Name: The RoDav Group
Signature:
Title: MGMR
Printed Name: Ted Miller

Sworn to and subscribed before me this 12th day of February, 2026 by Ted Miller, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: 9/30/28

WHITNEY CURCIO
Notary Public - State of Florida
Commission # HH 536225
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

WAIVER AND RELEASE OF LIEN
FOR PROGRESS PAYMENT

1000069930-17

The undersigned lienor, in consideration of the sum of $10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 01-31-2026 to THE RODAV GROUP, for the following described property :

5191 CITATION BLVD, PALM COAST, FL 32164, TRACT L SEMINOLE PALMS PHASE 1 AND BEING MORE PARTICULARLY DESCRIBED IN PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

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

DATED on FEBRUARY 16, 2026

Lienor's Name: TITAN FLORIDA LLC
fka TARMAC AMERICA LLC
800 FAIRWAY DR SUITE 200
Deerfield Beach, FL 33441

By: _____
Printed Name:Giselle Medina
Title: Regional Credit Manager

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 16 day of FEBRUARY, 2026 by Giselle Medina (name of person making statement).

ANGELA ROBINSON
Notary Public - State of Florida
Commission # HH 622890
My Comm. Expires Dec 18, 2028
Bonded through National Notary Assn.

_____ _____
Signature of Notary Public - State of Florida Print, type or stamp name of notary public

[X] Personally Known OR [ ] Produced Identification

Type of Identification Produced _____

JK2 Holmes
Constructors, LLC

SUBCONTRACT AGREEMENT

Job Number: 25113
Subcontract #:
Date:

WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 01/31/2026 to **JK2 Holmes Constructors, LLC**, on the job known as Seminole Palms Amenity, to the following property:

5191 Citation Blvd
Tract L
Palm Coast, FL 32164

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

Dated this 12 day of Feb, 2026.

Lienor's Name: VILLAGE POOLS OF CENT. FL LLC

Signature:

Title: PRESIDENT

Printed Name: WILLIAM PIVONKA

Sworn to and subscribed before me this 12 day of FEB, 2026, by WILLIAM PIVONKA, who is personally known to me or has produced _____ as identification.

Notary Public

DENISE MARIE MULLIN
MY COMMISSION # HH 359011
EXPIRES: June 6, 2027

My Commission Expires: 6/27

Attachment "D" Lien Waiver

JK2 Holmes Constructors LLC

530 Holts Lake Court
Apopka FL 32703

25113

WAIVER AND RELEASE OF LIEN UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the sum of $135,284.40 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through January 31, 2026 to JK2 Holmes Constructors LLC, on the job known as

Seminole Palms Amenity & Hardscape

10 Micanopy Drive

Palm Coast FL

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

Dated this 12th day of February, 2026

Lienor's Name: Alpha Omega Glass & Mirror LLC

Signature Brittany Revenaugh

Title Asst. Manager

Printed Name Brittany Revenaugh

State of Florida
County of Volusia

Sworn and subscribed before me this 12th day of February, 2026 by: Brittany Revenaugh, who is personally known to me or has produced _____ as identification.

Catherine N. Conlan
Notary Public

My Commission expires:

CATHERINE N. CONLAN
Commission # HH 535243
Expires August 11, 2028

BLACKS SUPPLY

WAIVER AND RELEASE OF LIEN

The undersigned lienor, **BLACKS SUPPLY, INC.**, in consideration of the sum of **$10.00**, hereby waives and releases its lien and right to claim of the lien for labor, services or materials furnished to **Above All Air Conditioning & Heating, Inc.,** through the date of **1-31-2026** on the job of **Seminole Palms** to the following property:

5191 Citation Boulevard

Palm Coast, Florida 32164

Date: 2-12-2026

BLACKS SUPPLY, INC.

Nicole R. Dines

Corporate Officer

Sherry L. Hall

Notary Signature

NOTARY PUBLIC STATE OF FLORIDA

SHERRY LYNN HALL
Notary Public - State of Florida
Commission # HH 469661
My Comm. Expires Dec 26, 2027
Bonded through National Notary Assn.

1206 W. Pine Street
Orlando, FL 32805
407-422-0181

2232 N. Forsyth Road
Orlando, FL 32807
407-678-0377

310 W. Badger Avenue
Eustis, FL 32726
352-589-8884

1015 Thomas Avenue
Leesburg, FL 34748
352-360-0050

SUNBELT RENTALS

Sunbelt Rentals, Inc.
2015 Directors Row
Orlando, FL 32809
lienrelease.region5@sunbeltrentals.com

UNCONDITIONAL PARTIAL WAIVER AND RELEASE OF LIEN

THE RODAV GROUP
116 E CRYSTAL LAKE AVE
LAKE MARY, FL 32746

The undersigned lienor, in consideration of the sum of $10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 1/31/2026 to THE RODAV GROUP on the job of: CRE-KL SEMINOLE WOODS OWNER LLC to the following property:

SEMINOLE PALMS PHASE 1 - CLUBHOUSE, AMENITY, POOL & HARDSCAPES Job# SEMINOLE PALMS1
5191 CITATION BLVD
PALM COAST, FL 32164

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

Dated: 2/13/2026

By:_____(Seal)
Danny Chipp, Regional Credit Manager
Sunbelt Rentals, Inc.
CRFS# 17158562 Waiver# 1955625 Cust# 997607

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me, by means of (X)physical presence or ( )online notarization, this 13TH day of FEBRUARY, 2026, by Danny Chipp

Notary Public State of Florida
Lisa M Lopez
My Commission HH 781302
Expires 1/31/2030

_____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)
[Personally Known] OR Produced Identification
Type of Identification Produced:_____
Completed By: amcclary

CITY ELECTRIC SUPPLY

PARTIAL WAIVER AND RELEASE OF LIEN

Account Name: **XENON ELECT CONTRACTOR LLC**
Job Name: **SEMINOLE PALMS AMENITY**
Account Number: **01141310022**

The undersigned lienor, in consideration of the sum of **$10.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through **01/31/2026** to **XENON ELECT CONTRACTOR LLC** on the job of **CRE-KL Seminole Woods Owner LLC**, on the following described property:

5191 Citation Boulevard, Palm Coast, Florida 32164; Legal Description: SEMINOLE PALMS PHASE I MB 41 PG 61 TRACT "L" (2.60 AC) FUTURE DEVELOPMENT PURPOSES (PLAT RESERVED BY OWNER FOR FUTURE DEVELOPMENT) , Folio Number: 21-12-31-5560-00000-00L0, NOC: 2958 - 71 2025019270, date of recording: May 07, 2025 As recorded in the public records of Flagler County, Florida

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

Dated on the **02/13/2026.**

City Electric Supply Co.
P.O. Box 609521
Orlando, FL 32860

By: _____
ELISABETH READ
Authorized Agent

Sworn to (or affirmed) and subscribed before me by means of X *physical appearance or* _____ *online authorization, this* ***13th day of February, 2026,*** *by* ***ELISABETH READ*** *of City Electric Supply Co.*

_____
Notary Public

FRANCIS VILLAR
Notary Public
State of Florida
Comm# HH612928
Expires 11/14/2028

Note: This is a statutory form prescribed by Section 713.20, Florida Statues (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

The Power To Supply You®

Docusign Envelope ID: C14D0EDE-ECF7-864A-83D0-B0CD6521160A

May 7, 2026

Seminole Palms Community Development District
c/o Jeremy LeBrun, District Manager
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Re: Letter Agreement for Acquisition of Seminole Palms Amenity Center Improvements

Dear Jeremy,

Pursuant to the *Acquisition Agreement,* dated August 18, 2022 ("**Acquisition Agreement"**), by and between the Seminole Palms Community Development District (**"District"**) and CRE-KL Seminole Woods Owner LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" and **"Work Product"** as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A,** may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the availability of bond funds, and subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon proof of payment by the Developer to the Contractor of the remaining amounts.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
W Fife
21AABB055FB7454...

Name: William Fife
Title: Board President

Sincerely,
CRE-KL SEMINOLE WOODS OWNER LLC

[SIGNATURE ON FOLLOWING PAGE]

Name: _____
Title: _____

May 7, 2026

Seminole Palms Community Development District
c/o Jeremy LeBrun, District Manager
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Re: Letter Agreement for Acquisition of Seminole Palms Amenity Center Improvements

Dear Jeremy,

Pursuant to the *Acquisition Agreement,* dated August 18, 2022 (**"Acquisition Agreement"**), by and between the Seminole Palms Community Development District **("District")** and CRE-KL Seminole Woods Owner LLC (**"Developer"**), you are hereby notified that the Developer has completed and wishes to sell (**"Sale"**) to the District certain **"Improvements"** and **"Work Product"** as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A,** may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the availability of bond funds, and subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon proof of payment by the Developer to the Contractor of the remaining amounts.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

[SIGNATURE ON PRIOR PAGE]
Name: _____
Title: _____

Sincerely,
CRE-KL SEMINOLE WOODS OWNER LLC

_____
Name: James P. Harvey
Title: Authorized Signatory

Docusign Envelope ID: C14D0EDE-ECF7-864A-83D0-B0CD6521160A

EXHIBIT A

Description of Seminole Palms Amenity Center Improvements

Amenity Center Improvements - All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, fixtures, interior furniture and decorations, pool, pool furnishings, fencing and gates, playground, landscape (including sod), hardscape (including signage and monumentation), irrigation, mechanical, electrical and security improvements and mailbox kiosks located in Tract L, as identified in the plat known as *Seminole Palms Phase 1,* recorded in Plat Book 41, Pages 61 - 72, of the Official Records of Flagler County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

SEMINOLE PALMS AMENITY CENTER				
	Total Amount	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$1,811,315.36	$1,630,183.82	$0.00	$181,131.54
Pool Installation	$878,259.20	$790,433.28	$0.00	$87,825.92
Sitework	$627,333.17	$520,172.91	$49,363.19	$57,797.07
Playground & Site Furnishings	$293,027.84	$263,725.06	$0.00	$29,302.78
Landscaping	$184,681.93	$54,653.66	$123,955.64	$6,072.63
Irrigation	$71,765.36	$0.00	$0.00	$0.00
Pool Furniture	$37,211.01	$37,211.01	$0.00	$0.00
Mail Kiosk	$131,075.33	$65,537.67	$65,537.66	$0.00
Access Control-Cameras	$43,952.47	$14,109.15	$29,843.32	$0.00
Totals	**$4,078,621.67**	**$3,376,026.56**	**$268,699.81**	**$362,129.94**

CORPORATE DECLARATION REGARDING COSTS PAID
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS]

CRE-KL SEMINOLE WOODS OWNER LLC, a Delaware limited liability company ("**Developer**"), does hereby certify to the Seminole Palms Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Revised Master and First Supplemental Engineer's Report,* dated August 19, 2022, updated February 22, 2023, as supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 7th day of May, 2026.

CRE-KL SEMINOLE WOODS OWNER LLC

Name: James P. Harvey
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 7th day of May, 2026, by James P. Harvey as Authorized Signatory of CRE-KL Seminole Woods Owner LLC, a Delaware limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

EXHIBIT A

Description of Seminole Palms Amenity Center Improvements

Amenity Center Improvements - All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, fixtures, interior furniture and decorations, pool, pool furnishings, fencing and gates, playground, landscape (including sod), hardscape (including signage and monumentation), irrigation, mechanical, electrical and security improvements and mailbox kiosks located in Tract L, as identified in the plat known as *Seminole Palms Phase 1,* recorded in Plat Book 41, Pages 61 - 72, of the Official Records of Flagler County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

SEMINOLE PALMS AMENITY CENTER				
	Total Amount	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$1,811,315.36	$1,630,183.82	$0.00	$181,131.54
Pool Installation	$878,259.20	$790,433.28	$0.00	$87,825.92
Sitework	$627,333.17	$520,172.91	$49,363.19	$57,797.07
Playground & Site Furnishings	$293,027.84	$263,725.06	$0.00	$29,302.78
Landscaping	$184,681.93	$54,653.66	$123,955.64	$6,072.63
Irrigation	$71,765.36	$0.00	$0.00	$0.00
Pool Furniture	$37,211.01	$37,211.01	$0.00	$0.00
Mail Kiosk	$131,075.33	$65,537.67	$65,537.66	$0.00
Access Control-Cameras	$43,952.47	$14,109.15	$29,843.32	$0.00
Totals	**$4,078,621.67**	**$3,376,026.56**	**$268,699.81**	**$362,129.94**

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS – SITE WORK]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 18th day of May, 2026, by **JW Site Development Inc.** ("**Contractor**"), with an address of PO Box 817, Bunnell, Florida 32110, in favor of the **Seminole Palms Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Flagler County, Florida, and having offices at c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain _____ ("**Contract**") dated _____, and between Contractor and CRE-KL Seminole Woods Owner LLC, ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

JW SITE DEVELOPMENT INC.

By: Austin Schatz
Its: Vice President

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of May, 2026, by Austin Schatz as Vice President of JW Site Dev. Inc, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Cara A. Brammer
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

CARA A. BRAMMER
MY COMMISSION # HH 673454
EXPIRES: June 26, 2029

Name: Cara A. Brammer
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Seminole Palms Amenity Center				
Improvement	Total Amount	Paid to Date	Balance Owed	Retainage
Sitework	$ 627,333.17	$ 577,969.98	$ 49,363.19	$ 57,797.07

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS – CONSTRUCTION]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 15 day of June, 2026, by **JK² Holmes Constructors, LLC** ("**Contractor**"), with an address of 530 Holts Lake Court, Apopka, Florida 32703, in favor of the **Seminole Palms Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Flagler County, Florida, and having offices at c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain Seminole Palms ("**Contract**") dated 2/6/2025, and between Contractor and CRE-KL Seminole Woods Owner LLC, ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

JK² HOLMES CONSTRUCTORS, LLC

By: Daniel Shaffer
Its: Principal

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of October, 2026, by Daniel Shaffer as Principal of JK2 Holmes Constructors LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

SUSAN G. BOSHERS
Commission # HH 784003
Expires April 25, 2030

NOTARY PUBLIC, STATE OF Florida

Name: Susan G. Boshers
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Seminole Palms Amenity Center				
Improvement	**Total Amount**	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$ 1,811,315.36	$ 1,811,315.36	$ -	$ 181,131.54
Pool Installation	$ 878,259.20	$ 878,259.20	$ -	$ 87,825.92
Playground & Site Furnishings	$ 293,027.84	$ 293,027.84	$ -	$ 29,302.78

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS – _____]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 15 day of May, 2026, by **Down to Earth Landscape & irrigation** ("**Contractor**"), with an address of PO Box 72701, Cleveland, Ohio 44192, in favor of the **Seminole Palms Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Flagler County, Florida, and having offices at c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain Seminole Palms Amenity ("**Contract**") dated 05/15/2026, and between Contractor and CRE-KL Seminole Woods Owner LLC, ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

DOWN TO EARTH LANDSCAPE & IRRIGATION

Keith A O'Neil

By: Keith A O'Neil

Its: Director of Construction

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 15th day of May, 2026, by Keith O Neil as Florida Construction Division Manager of SSS Down to Earth Opco LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Notary Public State of Florida
Sandra Ketcher
My Commission HH 779005
Expires 3/15/2030

(NOTARY SEAL)

Sandra Ketcher

NOTARY PUBLIC, STATE OF Florida

Name: Sandra Ketcher, Notary Public

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Seminole Palms Amenity Center				
Improvement	**Total Amount**	**Paid to Date**	**Balance Owed**	**Retainage**
Landscaping	$ 184,681.93	$ 60,726.29	$ 123,955.64	$ 6,072.63
Irrigation	$ 71,765.36	$ -	$ -	$ -

DISTRICT ENGINEER'S CERTIFICATE
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS]

October 22, 2026

Board of Supervisors
Seminole Palms Community Development District

Re: Acquisition of Seminole Palms Amenity Center Improvements

Ladies and Gentlemen:

The undersigned is a representative of Kimley-Horn and Associates, Inc. ("**District Engineer**"), as District Engineer for the Seminole Palms Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from CRE-KL Seminole Woods Owner LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") and related work product ("**Work Product**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.

2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Revised Master and First Supplemental Engineer's Report,* dated August 19, 2022, updated February 22, 2023 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.

3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.

4. The total costs associated with the Improvements are as set forth in **Exhibit A.** Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.

[CONTINUED ON FOLLOWING PAGE]

5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

KIMLEY-HORN AND ASSOCIATES, INC.

Cory Sitter

Cory Sitter, P.E.
Florida Registration No. 89984
District Engineer

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of October, 2026, by Cory Sitter as Associate of Kimley-Horn and Associates, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

NILSA BROOKS
Commission # HH 626883
Expires January 8, 2029

Name: Nilsa Brooks
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Seminole Palms Amenity Center Improvements

Amenity Center Improvements - All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, fixtures, interior furniture and decorations, pool, pool furnishings, fencing and gates, playground, landscape (including sod), hardscape (including signage and monumentation), irrigation, mechanical, electrical and security improvements and mailbox kiosks located in Tract L, as identified in the plat known as *Seminole Palms Phase 1,* recorded in Plat Book 41, Pages 61 - 72, of the Official Records of Flagler County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

SEMINOLE PALMS AMENITY CENTER				
	Total Amount	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$1,811,315.36	$1,630,183.82	$0.00	$181,131.54
Pool Installation	$878,259.20	$790,433.28	$0.00	$87,825.92
Sitework	$627,333.17	$520,172.91	$49,363.19	$57,797.07
Playground & Site Furnishings	$293,027.84	$263,725.06	$0.00	$29,302.78
Landscaping	$184,681.93	$54,653.66	$123,955.64	$6,072.63
Irrigation	$71,765.36	$0.00	$0.00	$0.00
Pool Furniture	$37,211.01	$37,211.01	$0.00	$0.00
Mail Kiosk	$131,075.33	$65,537.67	$65,537.66	$0.00
Access Control-Cameras	$43,952.47	$14,109.15	$29,843.32	$0.00
Totals	**$4,078,621.67**	**$3,376,026.56**	**$268,699.81**	**$362,129.94**

BILL OF SALE AND LIMITED ASSIGNMENT
[SEMINOLE PALMS AMENITY CENTER IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 7 day of May, 2026, by and between **CRE-KL Seminole Woods Owner LLC,** a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 ("**Grantor**"), 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 Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

a) All of the improvements and work product identified in **Exhibit A;** and

b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. 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.

3. 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 District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS**", **AND** "**WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of it successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown,

suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. 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.

5. 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.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

By: _____
Name: Darlene J. Miklos

By: _____
Name: Bryon T. LoPreste

CRE-KL SEMINOLE WOODS OWNER LLC

_____
Name: James P. Harvey
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of May, 2026, by James P. Harvey as Authorized Signatory of CRE-KL Seminole Woods Owner LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

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

EXHIBIT A

Description of Seminole Palms Amenity Center Improvements

Amenity Center Improvements - All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, fixtures, interior furniture and decorations, pool, pool furnishings, fencing and gates, playground, landscape (including sod), hardscape (including signage and monumentation), irrigation, mechanical, electrical and security improvements and mailbox kiosks located in Tract L, as identified in the plat known as *Seminole Palms Phase 1,* recorded in Plat Book 41, Pages 61 - 72, of the Official Records of Flagler County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

SEMINOLE PALMS AMENITY CENTER				
	Total Amount	**Paid to Date**	**Balance Owed**	**Retainage**
Amenity Center	$1,811,315.36	$1,630,183.82	$0.00	$181,131.54
Pool Installation	$878,259.20	$790,433.28	$0.00	$87,825.92
Sitework	$627,333.17	$520,172.91	$49,363.19	$57,797.07
Playground & Site Furnishings	$293,027.84	$263,725.06	$0.00	$29,302.78
Landscaping	$184,681.93	$54,653.66	$123,955.64	$6,072.63
Irrigation	$71,765.36	$0.00	$0.00	$0.00
Pool Furniture	$37,211.01	$37,211.01	$0.00	$0.00
Mail Kiosk	$131,075.33	$65,537.67	$65,537.66	$0.00
Access Control-Cameras	$43,952.47	$14,109.15	$29,843.32	$0.00
Totals	**$4,078,621.67**	**$3,376,026.56**	**$268,699.81**	**$362,129.94**

Instrument No: 2026020658 5/21/2026 9:45 AM BK: 3056 PG: 1296 PAGES: 2 DOCTAX PD $0.70 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SPECIAL WARRANTY DEED
[AMENITY CENTER]

THIS SPECIAL WARRANTY DEED is made as of the 7th day of May, 2026, and **CRE-KL Seminole Woods Owner LLC,** a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 ("**Grantor**"), 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 Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

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

WITNESSETH

THAT GRANTOR(S), for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor(s) have in and to the following described lot, piece or parcel of land, and more particularly below ("**Property**"):

TRACT L, AS IDENTIFIED IN THE PLAT KNOWN AS *SEMINOLE PALMS PHASE 1,* RECORDED IN PLAT BOOK 41, PAGES 61 - 72, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA.

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

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

RESERVATION OF EASEMENT

Developer hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Developer and its successors and assigns, non-exclusive

easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Developer's reservation of rights hereunder shall not be deemed to impose any obligations on Developer to maintain, repair or replace any part of the Property or improvements located thereon.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed on the day and year first above written.

WITNESS

Name: Darlene J. Miklos
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

Name: Bryon T. LoPreste
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

CRE-KL SEMINOLE WOODS OWNER LLC

Name: James P. Harvey
Title: Authorized Signatory
14025 Riveredge Dr. #175, Tampa, FL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of May, 2026, 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.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

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

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

SECTION IV

SECTION C

Seminole Palms

11/20/2026

Community Development District

Amenity & Field Operations Management Report



Rich Gray
FIELD OPERATIONS MANAGER
GOVERNMENTAL MANAGEMENT SERVICES

Seminole Palms
Community Development District

Amenity & Field Operations Management Report

November 20th, 2026

To: Seminole Palms CDD Board of Supervisors

RE: Seminole Palms Field Operations & Amenity Management Report – November 20th, 2026

This report reviews field operations, maintenance, and amenity management items at Seminole Palms.

Events & Community Information

Need Resident Key Fob?

Report an Issue to Management

- Residents are utilizing QR codes to report gym equipment issues, AC issues, pest issues and behavioral concerns
- GMS continues to distribute new resident key fobs weekly, typically meeting residents on Tuesdays & Thursdays
    - Special accommodations have been made as needed
- 1 Rental in November – 11/01/26
- Email blast updates continue to go out to residents weekly
- Flagler County Sheriff hosted 3 Women's Self Defense Classes at the Amenity Center on November 3rd, 10th and 17th
- The Wild Sage is hosting biweekly yoga classes in the amenity center social hall
- Lydia Greer will be hosting a trial Aqua Fitness Class on November 21st. If good resident turnout for this class we will schedule her for additional classes at the amenity center pool





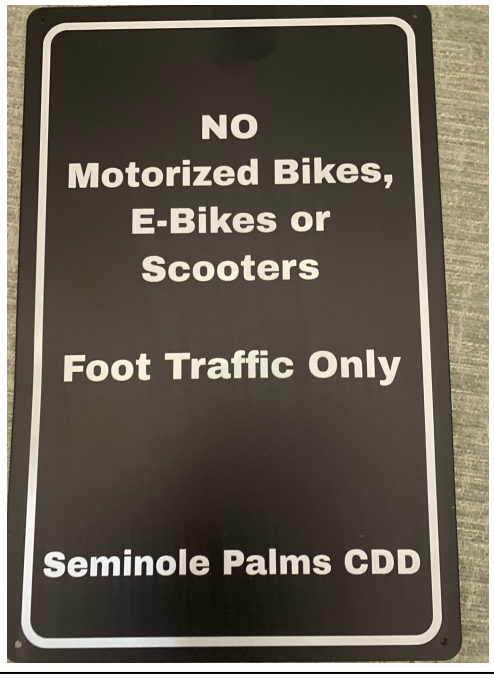
Completed Projects

- Two men concrete completed sidewalk concrete work along Citation Boulevard
- GMS installed foot-traffic -only signage behind the Amenity Center, prohibiting motorized bikes, e-bikes, and scooters.
- The entrance drive expansion is intended to improve access.
- Yellowstone donated hay bales and pumpkins for the Fall Display.
- GMS cleaned all ponds of trash and debris.
- GMS cleaned all reachable exterior windows at the Amenity Center.
- GMS tightened playground equipment bolts and corrected issues with the dog park entry fence.
- GMS changed the batteries in the Outdoor clock.
- GMS pressure washed the Pool Pack fencing.

Completed Projects



Citation Boulevard sidewalk work completed by Two Men Concrete.



GMS installed walking path signage behind the Amenity Center.

Completed Projects



Seminole Palms entrance drive widening project.



Yellowstone donated hay bales and pumpkins for the fall display.

Pending Projects

- Install alligator warning signage at all ponds
- Install bike racks
- Complete Wi-Fi installation at the Amenity Center.
- Pressure wash the Amenity Center, sidewalk, and mailbox area.
- Touch up walking path mulch and apply weed control.
- Replace plants along Citation Boulevard.
- Correct erosion in the Enclave.

Conclusion

For any questions or comments regarding the above information, contact the Amenity Manager at seminolepalmsmanager@gmsnf.com



SECTION 1

YELLOWSTONE
LANDSCAPE

Seminole Palms CDD - Phase 2 Addendum

LANDSCAPE MAINTENANCE 2026-2027

Prepared By:
Samuel Ruiz
Yellowstone Landscape

Prepared For:
Richard Gray
Seminole Palms CDD





EXECUTIVE SUMMARY

Understanding Your Needs

After carefully assessing the landscape at **Seminole Palms CDD - Phase 2 Addendum**, we recognize your property that demands peak performance from your landscape, maintaining an impressive appearance year-round is crucial to your reputation.

Our Tailored Solution

Yellowstone Landscape proposes a comprehensive maintenance program designed specifically for your landscape, including:

- Weekly maintenance of all turf, bed areas, and common spaces
- Quarterly horticultural evaluations with proactive plant health care treatments
- Complete irrigation system management with Monthly inspection reports
- Seasonal color rotations featuring drought-resistant varieties selected for your region and unique micro climate needs
- Dedicated Account Manager with regular property walks and progress reporting

Why Choose Yellowstone Landscape

With years of experience serving properties like yours throughout the country, our team brings specialized expertise in landscape management. Our local branch location just a few miles from your property ensures rapid response times, while our established relationships with local suppliers guarantee the best plant materials for your unique environment.

Investment and Value

Your annual investment of **$8,000.00** provides exceptional value through reduced water consumption, extended plant life, and enhanced curb appeal, directly supporting property values and your overall satisfaction. Our proactive maintenance approach prevents costly replacements and expensive emergencies, providing budget predictability throughout our partnership.

Next Steps

Upon your approval, our transition team is prepared to begin service on **12/1/26**, with a comprehensive 90-day improvement plan already developed specifically for your property. We welcome the opportunity to present this proposal to anyone else involved with this important partnership decision at your convenience.

YELLOWSTONE
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CLIENT SPECIFIC ASSESSMENT

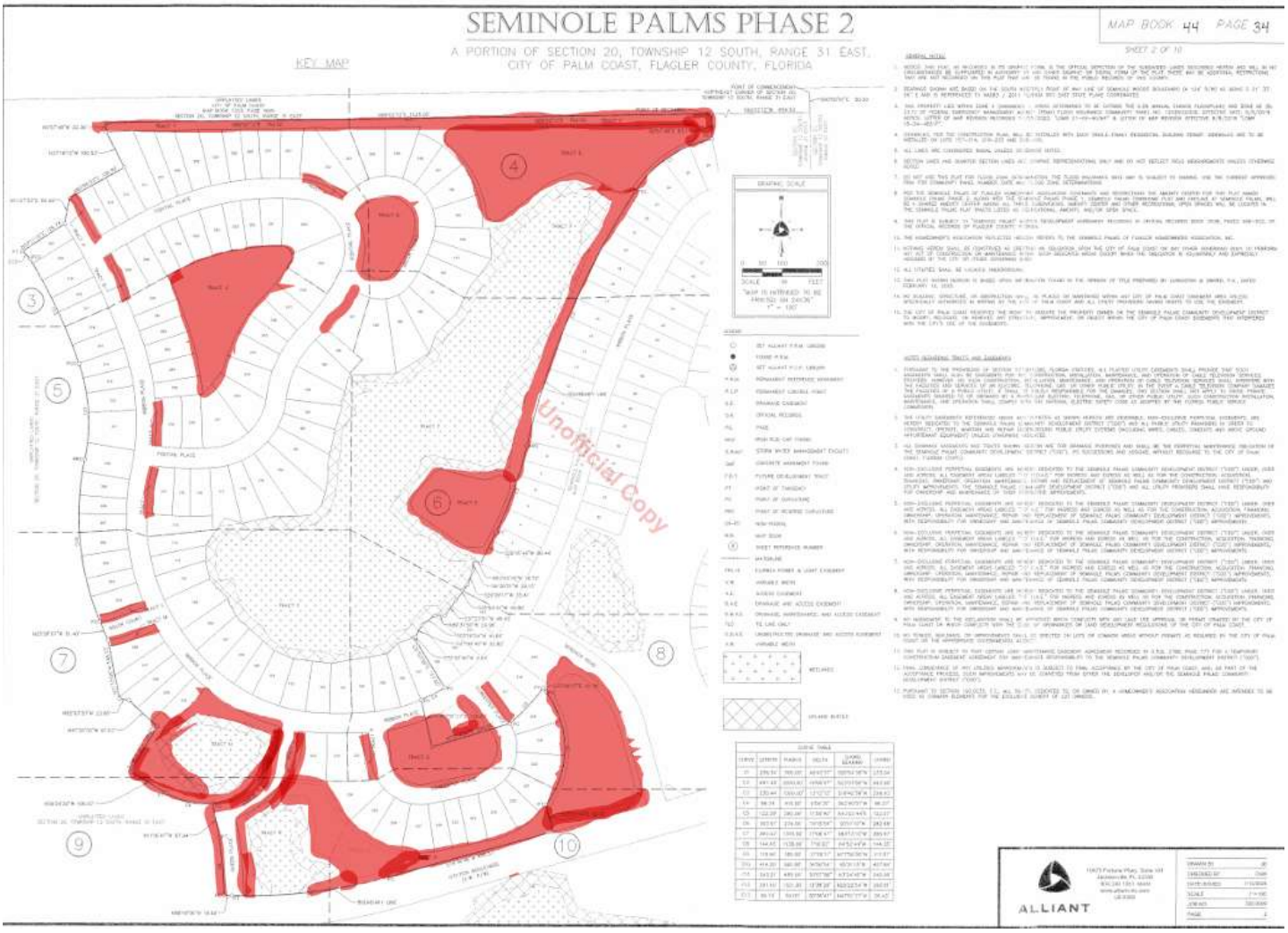






SERVICE AREA MAP

Below is an overview the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.



YELLOWSTONE
LANDSCAPE

OUR APPROACH







Seminole Palms CDD - Phase 2 Addendum's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.

DAYS



1-30

✓	Meet with Property Manager to review Startup Plan
	Discuss Our Approach and Service Map
	Complete an irrigation audit of the entire system
	Present irrigation deficiencies with plan for corrections
	Begin regular maintenance task schedule
	Cleanup previously neglected and high impact impact areas
	Spot treat weeds in turf areas and planting beds
	Discuss options for turf areas beyond reclamation
	Apply fertilizer to struggling areas across the property
	Begin insect and disease treatments
	Remove severely declining/lost plant material and present proposals for replacement
	Walk the property with Property Manager to identify areas for improvement and prepare proposals for enhancement



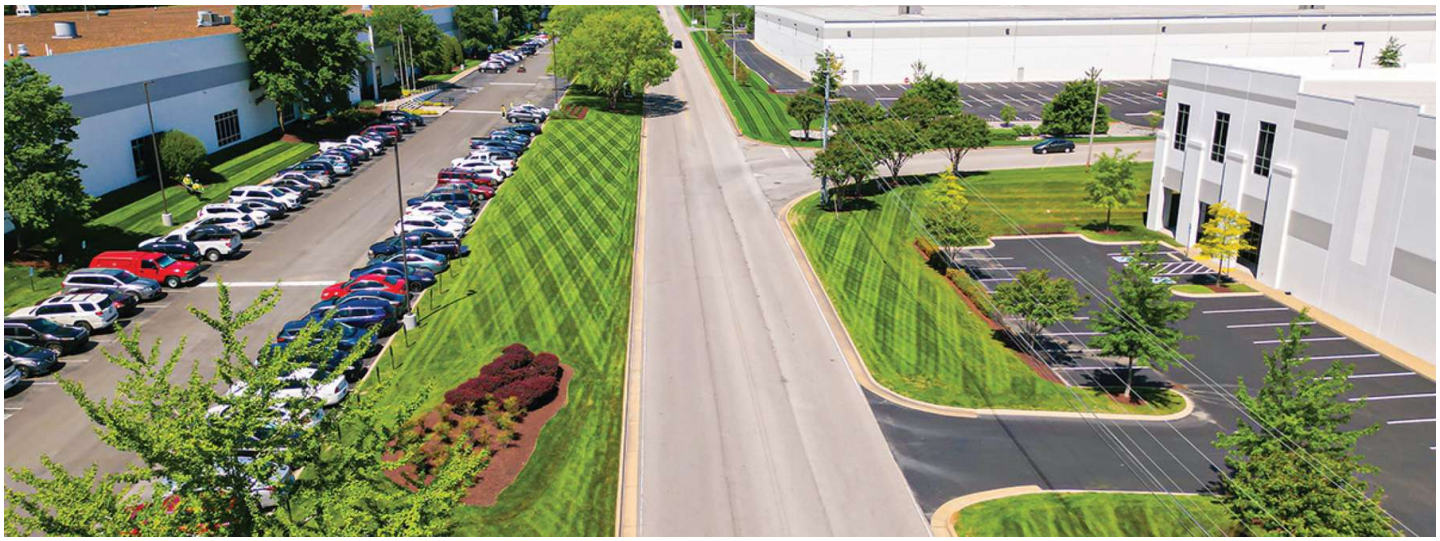
Seminole Palms CDD - Phase 2 Addendum's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.

DAYS

31-60

	Walk property with Property Manager to evaluate improvements
	Evaluate our approach and make any necessary adjustments
	Continue irrigation maintenance and inspections
	Continue routine maintenance tasks as scheduled
	Retreat turf weeds and continue weed control applications throughout property
	Monitor and treat insect and disease problems in plant material
	Discuss options to improve "curb appeal" in high profile areas



Seminole Palms CDD - Phase 2 Addendum's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.

DAYS



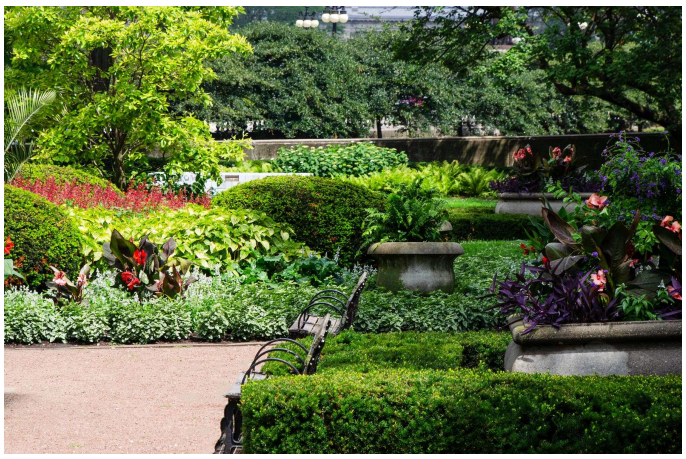
61-90

	Walk property with Property Manager to evaluate improvements
	Assess results from actions taken in 30 day and 60 day plans
	Continue irrigation maintenance/inspections
	Continue turf weed and control applications throughout property
	Monitor and treat insect and disease problems in plant material throughout property
	Continue routine maintenance tasks as scheduled
	Schedule 6-month site evaluation with Property Manager



QUALITY CONTROL PROCESS

Quality landscapes don't happen by accident. Our multi-tiered inspection system ensures your property receives consistent attentionfrom experienced professionals at every level of our organization.



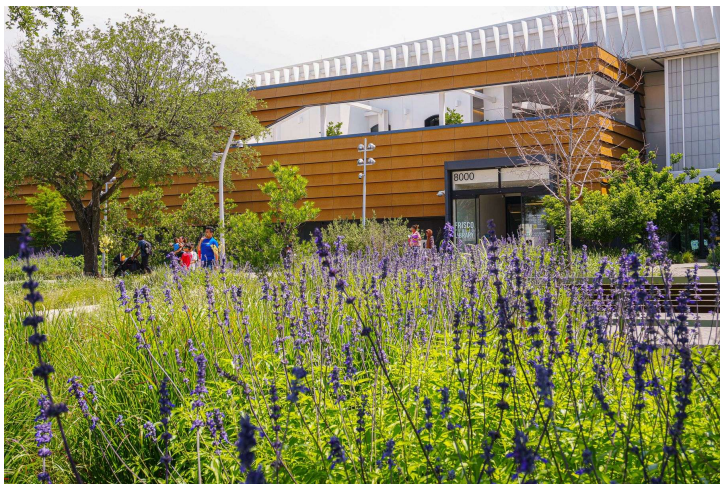
WEEKLY PROPERTY INSPECTIONS

Your Account Manager walks your property each week, creating detailed punch lists that address everything from sight line obstructions to seasonal pruning needs. These inspections ensure crews know exactly what requires attention and can prioritize work based on your property's current conditions.

Four levels of inspection mean your property is never relying on just one perspective. When problems get caught early, excellence becomes routine.

REGULAR CLIENT COLLABORATION

We meet with you routinely to align on priorities, review completed work, and plan upcoming activities. You'll receive weekly summaries that document what we've accomplished and what's scheduled next, keeping you informed without requiring constant follow-up.



QUALITY CONTROL PROCESS

Quality landscapes don't happen by accident. Our multi-tiered inspection system ensures your property receives consistent attentionfrom experienced professionals at every level of our organization.

CROSS-PROPERTY REVIEWS

Our Branch Manager conducts regular inspections across all properties, bringing fresh perspective to maintenance practices and crew performance. This outside view catches issues that daily familiarity might miss and creates opportunities for Account Managers to learn from successes across our portfolio.





EXECUTIVE OVERSIGHT

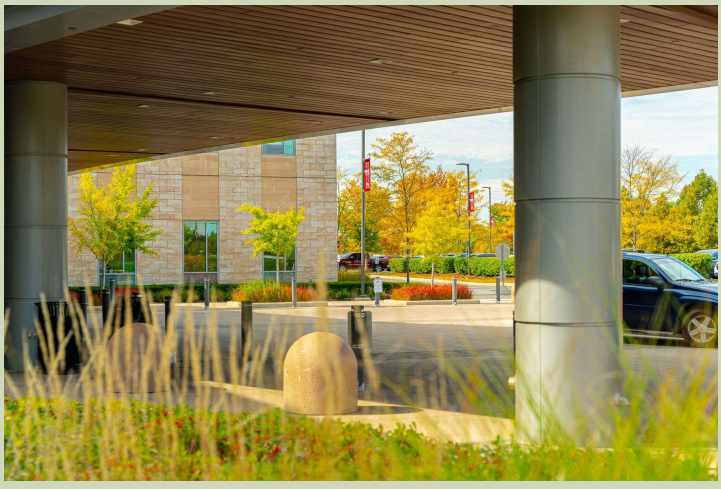
Our Regional Vice Presidents and General Managers perform monthly property reviews, applying decades of experience to identify opportunities for improvement. This executive-level attention ensures your property benefits from the highest level of expertise in our organization.

The Result: ***Problems get identified and resolved quickly. Your property receives the benefit of continuous improvement, proactive planning, and the collective expertise of our entire management team, not just the crew you see each week.***

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SCOPE OF SERVICES







CORE SERVICES OVERVIEW

These core services ensure your property consistently makes a strong first impression. You'll enjoy enhanced curb appeal, protect your property value, and create an inviting environment that reflects positively on you and your team.

Service Category	Frequency	Description
Mowing	Weekly (growing season)	Professional cutting, trimming and cleanup with frequency adjusted to seasonal growth rates
Edging & Detailing	Bi-weekly	Hard and soft edging of walkways, curbs, and beds with debris removal
Bed Maintenance	Weekly	Weeding, pruning, and bed definition to maintain appearance and plant health
Fertilization	Seasonal (4x yearly)	Custom nutrient applications based on soil testing and plant requirements
Integrated Pest Managment	As needed	Monitoring and treatment of insects, disease, and weeds using IPM practices
Irrigation Management	Monthly	System inspections, adjustments, and programming for optimal water efficiency

CORE SERVICES OVERVIEW

These core services ensure your property consistently makes a strong first impression. You'll enjoy enhanced curb appeal, protect your property value, and create an inviting environment that reflects positively on you and your team.

Turf Management

Our comprehensive turf program includes:

- Mowing at optimal heights (3-4" cool season, 2-3" warm season)
- Regular soil testing for proper pH and nutrient levels
- Pre-emergent weed control (spring and fall applications)
- Targeted post-emergent treatments as needed
- Seasonal fertilization tailored to grass type and regional conditions
- Insect and disease monitoring with prompt treatment

Plant Material Care

We protect your landscape investment through:

- Seasonal pruning using proper horticultural techniques
- Shrub and ground cover fertilization (spring and fall)
- Ornamental tree maintenance (up to 10' height)
- Insect and disease monitoring with integrated pest management
- Bed definition and weed control throughout growing season
- Plant health assessments with proactive treatments

Irrigation & Water Management

Our water management program features:

- Monthly comprehensive system inspections
- Controller programming adjustments based on seasonal needs
- Cleaning and adjustment of sprinkler heads and nozzles
- Prompt repair of damaged components (billed separately)
- Winterization and spring startup services
- Regular system efficiency evaluations

Additional Specialized Services

Available as enhancements to your maintenance program:

- Seasonal color installations and maintenance
- Mulch application and replenishment
- Tree pruning above 10' height
- Palm tree maintenance
- Landscape renovations and enhancements
- Seasonal leaf cleanup (up to 3 times annually)

Quality Assurance

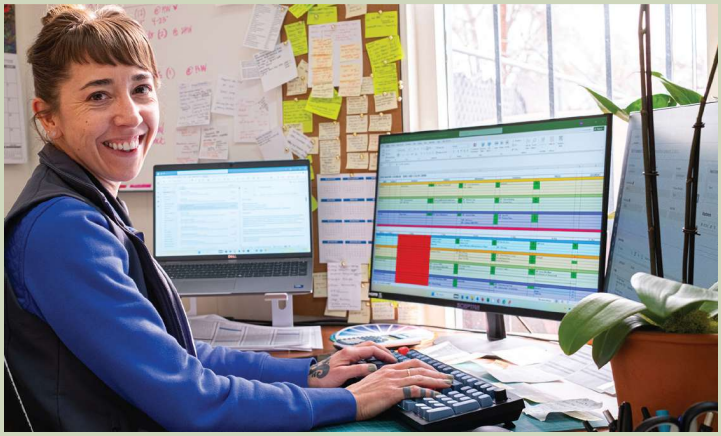
- Dedicated account manager with regular property inspections
- Written reports documenting completed services and recommendations
- 24-hour emergency response capability
- Properly trained and equipped service teams
- Licensed applicators for all chemical treatments
- Ongoing evaluation of landscape performance

YELLOWSTONE
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INVESTMENT & AGREEMENT







INVESTMENT & AGREEMENT

ANNUAL INVESTMENT	MONTHLY INSTALLMENT
$8,000.00	$666.67

Key Terms & Conditions

Agreement Overview
This summary highlights important aspects of our service agreement. The complete terms and conditions are available in the appendix.

Our Commitment to You

- We provide all labor, materials, equipment, and supervision necessary for the services outlined in this proposal
- All work will be performed according to standard landscape maintenance practices by properly licensed personnel
- We maintain comprehensive insurance coverage including general liability, auto, and workers' compensation
- We stand behind our work with a 90-day warranty on workmanship and plant materials

Your Investment

- Annual service fee: **$8,000.00** billed in equal monthly installments of **$666.67.00**
- Payment terms: Due upon receipt of monthly invoice
- Contract term: Initial **12-mo** period with automatic renewal unless terminated

Additional Services

- Services beyond the scope of this agreement require written approval
- Emergency services available with 24-hour response capability
- Irrigation repairs, mulch installation, and seasonal color are provided at additional cost

Service Assurance

- Regular property inspections with written documentation
- Responsive communication with your dedicated Account Manager
- Environmental compliance with all applicable regulations
- Guarantee to correct any service deficiencies promptly

Termination

- Either party may terminate with cause after 30 days' written notice
- Payment due for all services performed through termination date
- Yellowstone not responsible for conditions beyond our control (drought, extreme weather, etc.)

INVESTMENT & AGREEMENT

Compensation Schedule

Seminole Palms CDD - Phase 2 Addendum agrees to pay Yellowstone Landscape **$8,000.00** in equal monthly installments billed in the amount of **$666.67.00** upon receipt of invoice.

Charges will increase by **3%** at the commencement of each additional automatic twelve (12) month renewal term per the agreement renewal terms of this agreement. Charges for plant materials and ground coverings are subject to change based on market price fluctuations.

The Terms and Conditions following and the Appendices attached hereto constitute part of this agreement.

Richard Gray

Rob Tetrault

Rob Tetrault

Regional Vice President, Yellowstone Landscape

Billing Information

Customer Name/Legal Entity:Seminole Palms CDD
C/O Management Company:Brookfield Kolter Land Partners LLC
Accounts Payable Contact:Bill Fife
Accounts Payable Email: WFife@brookfieldkolter.com
Accounts Payable Address: [Deal.BillingAddress1]
Accounts Payable City: [Deal.BillingCity]
Accounts Payable State: [Deal.BillingState]
Accounts Payable Zip:[Deal.BillingZip]
Accounts Payable Phone:[Deal.BillingPhoneNumber]

YELLOWSTONE
LANDSCAPE

ABOUT YOUR NEW PARTNER







COMPANY OVERVIEW

Yellowstone Landscape is one of the nation's largest and most respected commercial landscaping companies, proudly serving clients across the country through a network of local branch locations. Our teams care for some of the most visible and prestigious properties in America - from master-planned communities and city parks to corporate campuses, hospitals, resorts, and industrial sites.



Comprehensive Services. Exceptional People.

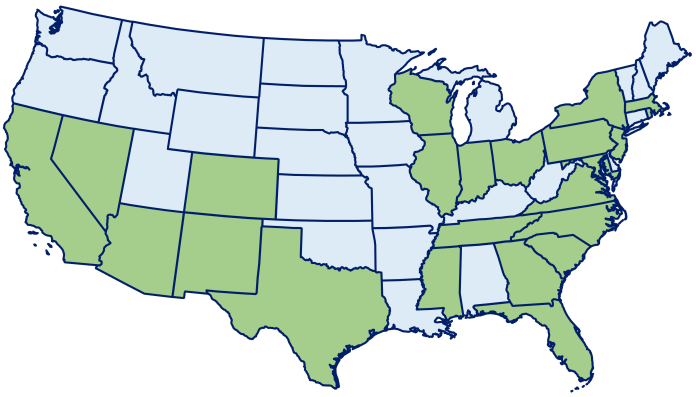
Our services cover every aspect of the landscape lifecycle, including maintenance, enhancements, installation, irrigation, water management, tree care, snow and ice management, sports fields, and interiorscapes. Beyond our capabilities, what truly sets Yellowstone apart is our people. All the experienced Yellowstone Landscape Professionals you'll meet take pride in their craft and approach every property as if it were their own.

75%

of Supervisory and Management roles filled with internal promotions create stability and longevity in our leadership team

65

National Landscape Awards of Excellence presented to our projects across the country in the past twenty years



National Strength. Local Expertise.

We combine national strength with local expertise. Each Yellowstone branch operates as part of its community, supported by the resources, technology, and professional standards of a national leader. This structure allows us to deliver consistent quality, safety, and reliability at any scale, while maintaining the responsive, personal service our clients value most.



7000+

Landscape Professionals serving clients with unique properties and diverse service needs across the country each day.

80+

Service branch locations in over 20 states serve as our local hubs for coordinating your service teams.

2500+

Commercial vehicles on the road every day, safely transporting our crews, equipment, and materials to client properties.

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APPENDIX







TERMS AND CONDITIONS

Entire Agreement: This Landscape Management Agreement ("Agreement") contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape's (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client's Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. Notwithstanding the foregoing or anything to the contrary herein, Yellowstone also reserves the right to charge Client additional charges for additional services provided by Yellowstone to Client, whether requested or incurred by Client, which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Client of any such changes. Client's failure to object to such changes via written notice within 30 days shall be deemed to be Client's affirmative consent to such changes.

All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). To the extent applicable standard landscape maintenance practices conflict with conservation mandates, Yellowstone Landscape will furnish the Services in a manner consistent with such conservation mandates and/or state or local regulations. Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services. In no event shall Yellowstone guarantee or provide Warranty for any work or services provided by a third party.

Access: Access during normal business hours and other reasonable periods of time, including, but not limited to, when necessary for after-hours emergencies, shall be furnished to areas necessary to complete work or related functions as outlined in this Agreement in a safe and efficient manner. Client will notify Yellowstone Landscape in writing of any limitation on access to the Property as soon as possible, and in any event at least 48 hours prior to any scheduled delivery of services, goods, or materials. If access is not available, Client will be notified via email and a visit charge may be assessed.

Utilities: All utilities shall be provided by the owner of the Property or Client.

Bio-Hazards: Yellowstone Landscape shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards at the Property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids and will not be handled by Yellowstone Landscape employees or contractors at any time. Yellowstone Landscape shall only be obligated to report/communicate any observations of potential bio-hazards to Client for the appropriate removal by others, unless otherwise arranged.

Change in Ownership: Client shall provide written notice to Yellowstone Landscape of any proposed change in the ownership or management of the Property at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Property shall not relieve Client of its obligations hereunder, including, but not limited to, the payment of any amounts due, or to become due, hereunder.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3% or the annual CPI percentage increase, whichever is greater, at the commencement of each additional automatic twelve (12) month renewal term.

TERMS AND CONDITIONS

Termination: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of such a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing. Yellowstone may terminate this agreement at any time upon 30 days' written notice to Client. Upon termination of this Agreement for any reason, Client shall pay Yellowstone for all Services performed to the effective date of termination.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" within this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to the address indicated on the invoice. In addition, if the Services include pricing for work including, but not limited to, mulch, pine straw, chemicals, flowers, irrigation or any other type of seasonal or periodic work ("Periodic Work"), and this Agreement is terminated early for any reason, whether during the Initial Term or any subsequent term after such work has been performed, Client shall owe Yellowstone for the full contract value of such Periodic Work, notwithstanding any agreement to spread such payment over a longer period.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, Florida for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, Florida. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, Florida.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

a. Worker's Compensation Insurance with statutory limits;
b. Employer's Liability Insurance with limits of not less than $1,000,000;
c. Commercial General Liability Insurance with combined single limits of not less than $1,000,000 per occurrence/$2,000,000 annual aggregate;
d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than $1,000,000.
e. Umbrella Coverage $10,000,000 per occurrence/$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance. Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. If requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

TERMS AND CONDITIONS

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for economic, incidental, consequential, special or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation). Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Increased Costs/Additional Services: Yellowstone reserves the right, and Client acknowledges that it should expect Yellowstone to increase or add chargespayable byClient hereunder during the Initial Term or any Renewal Term: (i) for any changesor modifications to, or differences between, theactual Services provided by Yellowstone to Clientand those specified onthe Compensation Schedule; (ii) forany increase in fuel cost, raw material cost, fertilizer or chemical cost, regulatory cost recovery charge, environmental charge, and/or any other charges included or referenced in the Compensation Schedule (which charges are calculated and/or determined on an enterprise-wide basis, including Yellowstone and all affiliates); and (iii)to cover increased costs due to: uncontrollable circumstances, including, without limitation, changes (occurring from andafter three (3) monthsprior to the EffectiveDate) in local, state, federal or foreignlaws or regulations (or theenforcement, interpretation or application thereof), including theimposition of or increasein taxes,fees or surcharges, pandemics or other widespread illness, or acts of God such as floods,fires, hurricanes and natural disasters. Increases to charges specified in thissection maybe appliedsingularly or cumulatively and may include an amount for Yellowstone's operating or profit margin. Client acknowledges and agrees that any increased charges under this section arenot represented tobe solely an offset or pass through of Yellowstone's costs.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

Prevailing Provisions: In the event of any inconsistency between any terms set out herein and any exhibit, annex, schedule, proposal, or other document attached hereto, the Terms and Conditions of this Agreement shall prevail.

Vehicle Recording Devices: Client acknowledges and agrees that Yellowstone's vehicles may contain recording devices, and both video and audio recordings may be made during the provision of services hereunder.

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Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU

Prepared By:
Samuel Ruiz
Yellowstone Landscape

SECTION 2

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SECOND AMENDMENT TO LAKE MAINTENANCE SERVICES AGREEMENT

This Second Amendment ("**Second Amendment**") is made and entered into this 20th day of October, 2026, by and between:

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Flagler County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 ("**District**"); and

Lake Pros LLC, a Florida limited liability company, whose address is P.O. Box 3885 Shader Road, Orlando, Florida 32808 (the "**Contractor**," and collectively with the District, the "**Parties**").

RECITALS

WHEREAS, on August 28, 2025, the District and the Contractor entered into an agreement for lake maintenance services (the "**Services Agreement**"); and

WHEREAS, the Parties now desire to amend the Agreement to add an additional scope of services as set forth in more detail in Section 2 below; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

WHEREAS, each of the Parties hereto has the authority to execute this Second Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this Second Amendment so that this Second Amendment constitutes a legal and binding obligation of each Party hereto.

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 agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

Docusign Envelope ID: C45B5560-01F6-8F23-818E-7BC1F6215724

A. The Services Agreement is hereby amended to add the work described in the proposals attached hereto as **Exhibit A** (the "**Additional Work**"). The District shall pay Contractor Three Hundred Sixty-Nine Dollars ($369.00) per month for the Additional Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Additional Work upon completion of the Additional Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

SECTION 3. To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the Parties hereto have signed this Second Amendment to the Services Agreement on the day and year first written above.

Attest:

Signed by:
Jeremy LeBrun
665CD7AA7BB8455...
Secretary/Assistant Secretary

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
C121ABD855FB74D4...
Chairperson/Vice Chairperson

LAKE PROS LLC

_____
By:_____

DocuSigned by:
Chad Bass
694920C6627540B...
By:_____
Its:_____

Exhibit A: Proposal for Additional Work

Docusign Envelope ID: C45B5560-01F6-8F23-818E-7BC1F6215724

EXHIBIT A

-Monthly Lake Maintenance Agreement-

Monthly Lake Maintenance Service for **Phase 2 pond #'s: 17 and 18, two (2) ponds** totaling a minimum of **Twelve (12)** service visits per year.

- 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

Monthly Lake Maintenance Investment: $369.00 per month



SECTION 3

Docusign Envelope ID: 24E8178B-BA6F-8E4E-80F6-6DBE47279CE6

AGREEMENT FOR SERVICES

This "**Agreement**" is by and between: ***Seminole Palms Community Development District*** **("District")** and ***Sunshine State Heating and Air Conditioning, Inc.*** ("**Contractor**"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.

2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "**Services**" outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall obtain at its cost all permits, licenses, and/or other approvals necessary to provide the Services.

3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

5. **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.

6. **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 Contractor shall furnish the District with the Certificate of Insurance

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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.

7. **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.

8. **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.

9. **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*.

10. **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.

11. **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.

12. **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.

13. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

14. **ANTI-HUMAN TRAFFICKING STATEMENT**. The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statues, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statues.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

SUNSHINE STATE HEATING AND AIR CONDITIONING, INC.

Signed by: Sunshine Heating and Air
9ED50611905A40A...

By:_____

Its:_____

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
21AABD855FB74D4...

By:_____

Its: Chair

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Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

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Exhibit A: Proposal

Commercial maintenance contract quarterly : Benefits of a maintenance

- evaporator coils
- clean condenser coils
- change 1” Air filter
- check all electrical components
- clean condensation drain line
- check outdoor capacitor
- check system pressures and refrigerant
-20% off parts & Life time warranty’s
-No Nights , Weekend or holiday after hour fees

**2 split systems 20x20x1 and 20x24x1

Service #	Description	Quantity	Your Price	Your Total
ASC104	Commercial Quarterly Maintenance	1.00	$425.00	$425.00

Sub-Total	$425.00
Tax	$0.00
Total	$425.00

Thank you for choosing Sunshine State Heating and Air Conditioning

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Exhibit B: Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2026

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	CONTACT NAME: Brian Kelley
Kelley Insurance LLC 1108 S State Street Unit 108 Bunnell, Fl 32110	PHONE (A/C, No, Ext): 3863136520 FAX (A/C, No): E-MAIL ADDRESS: brian@kelleyins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CUMIS SPECIALTY INS CO	
INSURER B : Amtrust North America	
INSURER C : Westchester Surplus Lines Insurance Co	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunshine State Heating and Air 2323 N State Street #126 Bunnell, Fl 32110

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CSCU0104465	07/03/2026	07/03/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						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	$ $
B	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		TWC4830481	08/10/2026	08/10/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 500,000 $ 100,000
C				FSF17645158 001	04/06/2026	04/06/2027	BPP	160,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Seminole Palms CDD board and staff
10 Micanopy Drive
Palm Coast FL 32164

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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SECTION 4

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AGREEMENT FOR
PEST CONTROL MANAGEMENT SERVICES

THIS AGREEMENT ("**Agreement**") 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 with a mailing address of c/o 219 East Livingston Street, Orlando, Florida 32801 ("**District**"), and

RENTOKIL NORTH AMERICA, INC. D/B/A FLORIDA PEST CONTROL, a Pennsylvania corporation, with a mailing address of PO Box 13848 Reading, PA 19612 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains several improvements located throughout the boundaries of the District ("**Facilities**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide mosquito control and treatment services for the District, as outlined in **Exhibit A** ("**Services**"); and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

NOW, THREEFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Facilities are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

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Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

9. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of

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such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

10. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

11. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **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.

12. INDEMNIFICATION. 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. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein 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. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE CONTRACTOR'S MAXIMUM LIABILITY TO THE INDEMNIFIED PARTIES UNDER THIS AGREEMENT IS LIMITED TO (1) ONE MILLION DOLLARS UNDER THIS AGREEMENT, REGARDLESS OF TYPE OF CLAIMED DAMAGES OR LEGAL THEORY OF RECOVERY.

13. DEFAULT; THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely

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responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

14. ATTORNEY'S FEES. In the event that either the District or Contractor 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.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.

17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

18. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor 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 District and Contractor and their respective representatives, successors, and assigns.

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. CONTROLLING LAW; 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. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801; 407-841-5524 (PHONE); JLEBRUN@GMSCFL.COM (EMAIL).

22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

23. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

24. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

25. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Docusign Envelope ID: 55D43620-D977-8221-832F-446506A49FA0

26. 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.

27. 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.

28. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes.*

29. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

30. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

31. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

Docusign Envelope ID: 55D43620-D977-8221-832F-446506A49FA0

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
21AABD855FB74D4...

By: Chair
Its: _____
Date: 2026-09-15

RENTOKIL NORTH AMERICA, INC. D/B/A FLORIDA PEST CONTROL

Signed by:
07F28EA081114FE...

By: _____
Its: _____
Date: 2026-09-16

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

Docusign Envelope ID: 55D43620-D977-8221-832F-446506A49FA0

EXHIBIT A:

Florida Pest Control

a Rentokil North America company

Commercial Pest Management Maintenance Agreement

District: 43 | District License: JB293260 | (000) 000-0000 | Date: 09/11/2026

Enter district address | Colleague: Ty Kohler | Colleague License N°: JE356113

Invoice To | Existing Customer ID:

Customer Name: Seminole Palms CDD | Contact Person: Rich Gray

Address: 10 Micanopy Dr | Email: rgray@rmsnf.com

City: Palm Coast | State: FL | Zip: 32164 | A/P Contact: 9047598890

Telephone: | A/P Phone:

Service Location ☑ Same as Invoice Information | Existing Worksite ID:

Customer Name: | Contact Person:

Address: | Email:

City: | State: | Zip: | Tax Exempt: ☐ | If Yes, Tax ID N°:

Telephone: | SIC Code:

N° of Structures: | N° of Units/Rooms:

Inspection Notes

Covered Areas

Interior and exterior of building

Initial Service(s) Description

Remove cobwebs, treat exterior, granular bait perimeter, place RBS, treat interior.

Ongoing Service(s) Description

remove cobwebs, treat exterior, interior as needed, place granular bait, inspect RBS

Equipment Included with Agreement

SKU #	Description	Qty	Replacement Charge

Equipment Purchased

SKU #	Description	Qty	Price/Unit	Total Price
	Rodent bait station	1	$ 50.00	$ 50.00

Service Frequency	Payment Method	Billing Frequency
Monthly (12/yr)	Automatic Electronic Funds Transfer (	Monthly
	PO number:	Single bill for all locati

Fee Summary (Not Including Applicable Taxes)

Reoccuring Service Fees:	$ 52.37
One-Time Initial Service Fees:	$ 100.00
One-Time Equipment Purchase Fees:	$ 50.00

Docusign Envelope ID: 55D43620-D977-8221-832F-446506A49FA0

EXHIBIT B:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2026

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 Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta GA 30328 License#: 0B29370	**CONTACT NAME:** Certificate Unit **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** certificate@epicbrokers.com
INSURED Rentokil North America, Inc. dba Florida Pest Control (REN3833) 1125 Berkshire Blvd., Suite 150 Wyomissing PA 19610 RENTNOR1	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** AXIS Insurance Company — 37273 **INSURER C :** Old Republic Insurance Company — 24147 **INSURER D :** ACE Property & Casualty Ins Co — 20699 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 313441991 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X CG2264 POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:			OGLG27240331	10/1/2026	10/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			MWTB 318783 26	10/1/2026	10/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000 $ $ $
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ $10,000			XOOG27239420	10/1/2026	10/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 318781 26	10/1/2026	10/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A B	Errors & Omissions Liability Crime/Client Coverage			OGLG27240331 P-001-000968899-05	10/1/2026 10/1/2026	10/1/2027 10/1/2027	Each Incident/Agg Each Occurrence	$5,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Seminole Palms CDD Board and Staff, 10 Micanopy Drive, Palm Coast, FL 32164, to the extent required by written contract, are additional insureds.

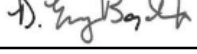
CERTIFICATE HOLDER

Seminole Palms CDD Board and Staff
393 Palm Coast Pkwy SW #4
Palm Coast FL 32137

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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SECTION 5

Docusign Envelope ID: 1F4D25FD-A2A8-81F6-8117-00140307621E

AGREEMENT FOR SERVICES

This "**Agreement**" is by and between: ***Seminole Palms Community Development District*** **("District")** and ***Gym-Worx, LLC.*** ("**Contractor**"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.

2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "**Services**" outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall obtain at its cost all permits, licenses, and/or other approvals necessary to provide the Services.

3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

5. **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.

6. **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 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.

7. **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.

8. **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.

9. **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*.

10. **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.

11. **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.

12. **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.

13. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

14. **ANTI-HUMAN TRAFFICKING STATEMENT**. The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statues, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statues.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

GYM-WORX, LLC Signed by:

Jeff Cavin

1089C38A358848C...

By:_____

Its:_____

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

21AABD855FB74D4...

By: Chiar

Its:_____

Exhibit A: Proposal

Exhibit B: Insurance Certificate with Endorsements

Docusign Envelope ID: 1F4D25FD-A2A8-81F6-8117-00140307621E

Exhibit A: Proposal

Docusign Envelope ID: 1F4D25FD-A2A8-81F6-8117-00140307621E

Gym-Worx LLC
10340 Florida Blvd
Walker LA 70785
Phone: 225-389-6099

Estimate

7/6/2026	Q65120PM

DUE ON RECEIPT

Customer

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Service Location

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Description	Qty.	price	Amount
*** Quarterly Preventative Maintenance *** ***Preventative Maintenance Programs are the best way to get the most out of your equipment investment. Routine maintenance can identify potential failures before they occur, eliminating unscheduled service calls and equipment down-time.*** This includes: Inspection of each unit for proper functionality to ensure that everything is in accordance with the manufacturer specifications, detailing the internal components of all treadmills, belt conditioning and proper lubrication will be applied where needed. In addition to the above services we will also provide you with a diagnostic report on everything that is, or may become a potential hazard. Quarterly PM Service Agreement Number of Visits: 4 Estimated Agreement Term: July 2026 - July 2027 *First PM visit will be scheduled within 30 days of quote approval. *Visits will continue to be scheduled after expiration unless given a written notice of cancellation 30 days prior to next service date. Equipment included in Agreement: 3 - Treadmills 2- Ellipticals 1- Spin Bike 1 - Recumbent Bike 1 - Rower 1 - Chest Press 1 - Seated Row 1 - Should Press 1 - Pulldown 1 - Seated leg press 1 - Dual Adjustable Pulley 1 - Leg Extension/ Curl 1 - Adjustable Decline Bench ****All Estimates Are Valid for 30 Days And Are Subject To Change****			

ESTIMATE

SIGN FOR APPROVAL	SUBTOTAL	$614.79
	TAX	$0.00
	TOTAL	$614.79

Payment Terms: Due upon completion unless signed credit agreement is in place.

Docusign Envelope ID: 1F4D25FD-A2A8-81F6-8117-00140307621E

Gym-Worx LLC
10340 Florida Blvd
Walker LA 70785
Phone: 225-389-6099

Estimate

7/6/2026	Q65120PM

DUE ON RECEIPT

Customer

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Service Location

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Description	Qty.	price	Amount
Preventative Maintenance (Price Shown Is Based Per Visit) **Applicable tax will be added upon approval**	**1.00**	**614.79**	**614.79**

ESTIMATE

****All Estimates Are Valid for 30 Days And Are Subject To Change****

SIGN FOR APPROVAL

Payment Terms: Due upon completion unless signed credit agreement is in place.

SUBTOTAL	**$614.79**
TAX	**$0.00**
TOTAL	**$614.79**

Docusign Envelope ID: 1F4D25FD-A2A8-81F6-8117-00140307621E

Exhibit B: Certificate of Insurance

GYM-LLC-01 MWELCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2026

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	CONTACT NAME:	
Carmouche Insurance - Gonzales 113 E Sam Pasqua Street Gonzales, LA 70737	PHONE (A/C, No, Ext): (225) 647-8552	FAX (A/C, No): (225) 647-8554
	E-MAIL ADDRESS: Certificates@carmoucheinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Burlington Insurance Company	23620
INSURED	INSURER B : Bridgefield Casualty Insurance	10335
Gym-Worx, LLC 10340 Florida Blvd Walker, LA 70785	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			867BG14879	6/21/2026	6/21/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196-38931	6/21/2026	6/21/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder shall be Additional Insured's per Blanket Additional Insured as respects General Liability per endorsement CG 2010 1219 which provides coverage for any person or Organization for whom the insured is performing operations, but only if Insured has agreed, in a written contract to add such person as an Additional Insured on Insureds policy for that location or Job, provided such written agreement is fully executed prior to an occurrence in which coverage is sought under this policy. WC & GL includes Blanket wavier of subrogation which provides coverage for any person or Organization for whom the insured is performing operations, but only if Insured has agreed, in a written contract to provide such person a Wavier of Subrogation provided such written agreement is fully executed prior to an occurrence in which coverage is sought under this policy. See attached Endorsements

CERTIFICATE HOLDER

Seminole Palms CDD Board and Staff
c/o GMS-NF, LLC
393 Palm Coast Parkway Southwest Suite 4
Palm Coast, FL 32137

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, but only if you have agreed, in a written contract, to add such person or organization as an additional insured on your policy for that location or part thereof, provided such a written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.	Any location(s) of your covered operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: April 9, 2026

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: June 21, 2026

Policy Number: 196-38931 Countersigned by: _____

Insured: Gym-Worx, LLC

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CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
10/02/2026

PRODUCER AND THE NAMED INSURED
Evolution Insurance Brokers, LC

8722 South Harrison St.
Sandy, UT 84070
(801) 304-5500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Gym-Worx LLC
DBA:
10340 Florida Blvd
Walker , LA 70785

INSURER A: Prime Insurance Company #12588

INSURER B:

INSURER C:

COVERAGES | **"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"** | **832370**

The policies of insurance listed below have been issued to the insured named above for the policy 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. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
☐ **Commercial Liability** ☐ Claims Made ☐ Exclude Products ☐ Exclude Completed Operations				
☑ **Commercial Auto Liability** ☐ Any Auto ☐ All Owned Autos ☑ Scheduled Autos ☑ Hired Autos ☑ Non-Owned Autos ☑ Hired Auto PhysDam- $100,000 ☐ Specifically Described Autos	SC26062585	06/21/2026	06/21/2027	$1,000,000 CSL/Per Accident
☐ **Commercial Garage Liability** ☐ G.K.L.L. ☐ O.T.R.P.D. ☐ D.O.C. ☐ Cargo ☐ On Hook ☐ Contractual Liability Indemnification ☐ Wrongful Repossession ☐ Exclude Completed Operations ☐ Exclude Products ☐ Claims Made				
☐ **Excess Liability** ☐ Claims Made				$0

OTHER

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Coverage is limited to only insured activities or operations identified in the Policy.

☑ **CERTIFICATE HOLDER** ☐ **ADDITIONAL INSURED** ☐ **LOSS PAYEE** ☐ **WAIVER OF SUBROGATION** ☐ **PRIMARY AND NON-CONTRIBUTORY**

Seminole Palms CDD Board and Staff
c/o GMS-NF, LLC

393 Palm Coast Parkway Southwest Suite #4
Palm Coast , FL 32137

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE STATED EXPIRATION DATE OR BE OTHERWISE AMENDED, THE CERTIFICATE HOLDER MAY NOT RECEIVE WRITTEN NOTICE. THE INSURER AND ITS AGENTS AND REPRESENTATIVES HAVE NO OBLIGATION OR LIABILITY OF ANY KIND TO A CERTIFICATE HOLDER WHO RELIES ON THE INFORMATION PROVIDED BY THIS CERTIFICATE

AUTHORIZED REPRESENTATIVE



SECTION D

SECTION 1

Seminole Palms
Community Development District

Check Register Summary

August 1, 2026 to October 31, 2026

Bank	Check Date	Check No.'s		Amount
General Fund - Truist				
	8/11/26	60-61	$	29,394.98
	8/25/26	62-65	$	14,029.58
	9/3/26	66	$	5,054.28
	9/15/26	67-72	$	21,658.50
	10/1/26	73-75	$	25,889.02
	10/20/26	76-79	$	21,938.68
			$	**117,965.04**

*** CHECK DATES 08/01/2026 - 10/31/2026 *** SEMINOLE PALMS CDD
BANK B SEMINOLE PALMS CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/11/26	00004	8/01/26	5323	202608	320	53800-47000				*	1,755.00		
			AUG LAKE MAINTENANCE										
									LAKE PROS LLC			1,755.00	000060
8/11/26	00005	5/01/26	1162463	202605	320	53800-46300				*	10,200.00		
			MAGNOLIAS REPLACEMENT										
		6/15/26	1197210	202606	320	53800-46200				*	1,594.99		
			JUN26 LANDSCAPE INCREASE										
		7/30/26	1228260	202606	320	53800-46300				*	950.00		
			DRAINAGE REPIAR 6-26										
		8/01/26	1230071	202608	320	53800-46200				*	14,894.99		
			AUG26 MONTHLY LANDSCAPE										
									YELLOWSTONE LANDSCAPE			27,639.98	000061
8/25/26	00008	8/21/26	08212026	202608	310	51300-11000				*	200.00		
			08/21/26 SUPERVISOR FEE										
									CHARLES FAULKNER			200.00	000062
8/25/26	00020	8/01/26	30	202608	320	53800-34100				*	1,250.00		
			AUG26 FIELD MANGEMENT										
		8/01/26	30	202608	330	53800-48300				*	1,250.00		
			AUG26 JANITORIAL										
		8/01/26	30	202608	330	53800-48000				*	1,400.00		
			AUG26 POOL MAINTENANCE										
		8/01/26	30	202608	330	53800-12000				*	1,250.00		
			AUG26 AMENITY MANAGEMENT										
		8/01/26	31	202608	310	51300-34000				*	3,333.33		
			AUG26 MANAGEMENT FEES										
		8/01/26	31	202608	310	51300-35200				*	100.00		
			AUG26 WEBSITE ADMIN										
		8/01/26	31	202608	310	51300-35300				*	150.00		
			AUG26 INFO TECH										
		8/01/26	31	202608	310	51300-31300				*	625.00		
			AUG26 DISSEM AGENT SRVCS										
		8/01/26	31	202608	310	51300-51000				*	.36		
			OFFICE SUPPLIES										
		8/01/26	31	202608	310	51300-42000				*	84.43		
			POSTAGE										
		8/01/26	31	202608	310	51300-48000				*	446.14		
			PALM COAST OBSERVER AD										
									GOVERNMENTAL MANAGEMENT SERVICES-CF			9,889.26	000063
8/25/26	00026	8/14/26	5	202607	320	53800-46000				*	2,686.95		
			JUL26 FACILITY MAINT										
		8/14/26	5	202607	320	53800-46000				*	663.37		
			MAINTENANCE SUPPLIES										
									RIVERSIDE MANAGEMENT SERVICES, INC.			3,350.32	000064

*** CHECK DATES 08/01/2026 - 10/31/2026 *** SEMINOLE PALMS CDD
BANK B SEMINOLE PALMS CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/25/26	00005	7/30/26	1228261	202606	320	53800-46400				*	590.00		
			IRRIGATION REPAIRS 6-26										
									YELLOWSTONE LANDSCAPE			590.00	000065
9/03/26	00026	7/17/26	3	202606	320	53800-46000				*	2,421.90		
			JUN26 FACILITY MAINT										
		7/17/26	3	202606	320	53800-46000				*	2,632.38		
			MAINTENANCE SUPPLIES										
									RIVERSIDE MANAGEMENT SERVICES, INC.			5,054.28	000066
9/15/26	00024	7/31/26	3	202608	310	51300-31300				*	250.00		
			SRS 2023 AMORT SCHEDULE										
		7/31/26	3	202608	310	51300-31300				*	500.00		
			SRS 2024 AMORT SCHEDULE										
									DISCLOSURE SERVICES LLC			750.00	000067
9/15/26	00004	9/02/26	5513	202609	320	53800-47000				*	1,755.00		
			SEP LAKE MAINTENANCE										
									LAKE PROS LLC			1,755.00	000068
9/15/26	00029	8/31/26	13129563	202608	330	53800-48100				*	975.04		
			MAINT JUL26										
		8/31/26	13129563	202608	330	53800-48100				*	1,203.75		
			MAINT AUG26										
									POOLSURE			2,178.79	000069
9/15/26	00026	8/01/26	4	202608	330	53800-48100				*	219.78		
			AUG26 POOL CHEMICALS										
		9/01/26	6	202609	330	53800-48100				*	253.14		
			SEP26 POOL CHEMICALS										
									RIVERSIDE MANAGEMENT SERVICES, INC.			472.92	000070
9/15/26	00011	9/01/26	INV-SN-1	202609	310	51300-49500				*	1,606.80		
			CCD WEBSITE HOSTING FY27										
									INNERSYNC STUDIO, LTD			1,606.80	000071
9/15/26	00005	9/01/26	1248550	202609	320	53800-46200				*	14,894.99		
			SEP26 MONTHLY LANDSCAPE										
									YELLOWSTONE LANDSCAPE			14,894.99	000072
10/01/26	00020	9/01/26	35	202609	320	53800-34100				*	1,250.00		
			SEP26 FIELD MANAGEMENT										
		9/01/26	35	202609	330	53800-48300				*	1,250.00		
			SEP26 JANITORIAL										
		9/01/26	35	202609	330	53800-48000				*	1,400.00		
			SEP26 POOL MAINTENANCE										

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		9/01/26	35	202609	330	53800-12000				*	1,250.00		
			SEP26 AMENITY MANGEMENT										
		9/01/26	36	202609	310	51300-34000				*	3,333.33		
			SEP26 MANAGEMENT FEES										
		9/01/26	36	202609	310	51300-35200				*	100.00		
			SEP26 WEBSITE ADMIN										
		9/01/26	36	202609	310	51300-35300				*	150.00		
			SEP26 INFO TECH										
		9/01/26	36	202609	310	51300-31300				*	625.00		
			SEP26 DISSEM AGENT SRVCS										
		9/01/26	36	202609	310	51300-51000				*	.12		
			OFFICE SUPPLIES										
		9/01/26	36	202609	310	51300-42000				*	3.12		
			POSTAGE										
		9/01/26	36	202609	310	51300-49000				*	48.00		
			AUG HILTON GARDEN INN										
		9/01/26	36	202609	310	51300-48000				*	295.00		
			AUG PALM COAST OB AD										
									GOVERNMENTAL MANAGEMENT SERVICES-CF			9,704.57	000073
10/01/26	00006	8/31/26	36965195	202608	310	51300-31100				*	1,289.46		
			AUG26 ENGINEERING										
									KIMLEY-HORN AND ASSOCIATES, INC.			1,289.46	000074
10/01/26	00005	10/01/26	1273758	202610	320	53800-46200				*	14,894.99		
			OCT26 MONTHLY LANDSCAPE										
									YELLOWSTONE LANDSCAPE			14,894.99	000075
10/20/26	00020	10/01/26	42	202610	310	51300-34000				*	3,533.33		
			OCT26 MANAGEMENT FEES										
		10/01/26	42	202610	310	51300-35200				*	106.00		
			OCT26 WEBSITE ADMIN										
		10/01/26	42	202610	310	51300-31300				*	159.00		
			OCT26 INFO TECH										
		10/01/26	42	202610	310	51300-31300				*	625.00		
			OCT26 DISSEM AGENT SRVCS										
		10/01/26	42	202610	310	51300-51000				*	.24		
			OFFICE SUPPLIES										
		10/01/26	42	202610	310	51300-42000				*	81.39		
			POSTAGE										
		10/01/26	42	202610	310	51300-42500				*	7.05		
			COPIES										
		10/01/26	43	202610	320	53800-34100				*	2,500.00		
			OCT26 FIELD MANAGEMENT										
		10/01/26	43	202610	330	53800-48300				*	1,250.00		
			OCT26 JANITORIAL										

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		10/01/26	43 OCT26 POOL MAINTENANCE	202610	330	53800-48000				*	1,400.00		
		10/01/26	43 OCT26 AMENITY MANAGEMENT	202610	330	53800-12000				*	1,666.67		
		10/08/26	44 FY26 ASSESSMENT ROLL CERT	202610	310	51300-31400				*	6,180.00		
									GOVERNMENTAL MANAGEMENT SERVICES-CF			17,508.68	000076
10/20/26	00004	10/01/26	5712 OCT LAKE MAINTENANCE	202610	320	53800-47000				*	1,755.00		
									LAKE PROS LLC			1,755.00	000077
10/20/26	00029	9/01/26	13129563 SEP26 MONTHLY MAINTENANCE	202609	330	53800-48100				*	1,125.00		
		10/21/26	13129563 OCT26 MONTHLY MAINTENANCE	202610	330	53800-48100				*	1,125.00		
									POOLSURE			2,250.00	000078
10/20/26	00030	9/30/26	71074523 QUARTERLY MAINTENANCE	202609	320	53800-46000				*	425.00		
									SUNSHINE STATE HEATING & AIR			425.00	000079

TOTAL FOR BANK B 117,965.04

TOTAL FOR REGISTER 117,965.04

SECTION 2

Seminole Palms

Community Development District

Unaudited Financial Reporting

October 31, 2026

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1 Balance Sheet

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3 Debt Service Fund - Series 2023

4 Debt Service Fund - Series 2024

5 Capital Projects Fund

5 Month to Month

6 Long Term Debt Schedule

7 Assessment Receipt Schedule

Seminole Palms

Community Development District

Combined Balance Sheet

October 31, 2026

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Operating Account - Bank United	$ -	$ -	$ -	$ -
Operating Account - Truist	$ 514,761	$ -	$ -	$ 514,761
Due from Other	$ 100	$ -	$ -	$ 100
Due from Developer	$ 42	$ -	$ -	$ 42
Prepaid Expense	$ -	$ -	$ -	$ -
Investments:				
Series 2023				
Reserve	$ -	$ 325,366	$ -	$ 325,366
Interest	$ -	$ 125,229	$ -	$ 125,229
Revenue	$ -	$ 11,351	$ -	$ 11,351
Prepayment	$ -	$ 61,660	$ -	$ 61,660
Sinking Fund	$ -	$ 18	$ -	$ 18
Construction	$ -	$ -	$ 122,076	$ 122,076
Cost of Issuance	$ -	$ -	$ -	$ -
Due from General Fund	$ -	$ -	$ -	$ -
Series 2024				
Reserve	$ -	$ 1,142,261	$ -	$ 1,142,261
Interest	$ -	$ 454,801	$ -	$ 454,801
Revenue	$ -	$ 3,940	$ -	$ 3,940
Prepayment	$ -	$ 732,470	$ -	$ 732,470
Sinking Fund	$ -	$ -	$ -	$ -
Construction	$ -	$ -	$ 3,594,029	$ 3,594,029
Cost of Issuance	$ -	$ -	$ -	$ -
Due from General Fund	$ -	$ -	$ -	$ -
Total Assets	**$ 514,903**	**$ 2,857,095**	**$ 3,716,104**	**$ 7,088,102**
Liabilities:				
Accounts Payable	$ 6,833	$ -	$ -	$ 6,833
Due to Debt Service	$ -	$ -	$ -	$ -
Due to Developer	$ 505,279	$ -	$ -	$ 505,279
Due to Capital Projects	$ -	$ -	$ -	$ -
Retainage Payable	$ -	$ -	$ 130,427	$ 130,427
Due to Other	$ -	$ 125	$ -	$ 125
Total Liabilites	**$ 512,113**	**$ 125**	**$ 130,427**	**$ 642,665**
Fund Balance:				
Prepaid Items	$ -	$ -	$ -	$ -
Assigned For:				
Debt Service - Series 2023	$ -	$ 523,498	$ -	$ 523,498
Debt Service - Series 2024	$ -	$ 2,333,472	$ -	$ 2,333,472
Restricted For:				
Capital Projects - Series 2023	$ -	$ -	$ 122,076	$ 122,076
Capital Projects - Series 2024	$ -	$ -	$ 3,594,029	$ 3,594,029
Capital Projects	$ -	$ -	$ (130,427)	$ (130,427)
Unassigned	$ 2,790	$ -	$ -	$ 2,790
Total Fund Balances	**$ 2,790**	**$ 2,856,970**	**$ 3,585,677**	**$ 6,445,438**
Total Liabilities & Fund Balance	$ 514,903	$ 2,857,095	$ 3,716,104	$ 7,088,102

Seminole Palms

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Assessments	$ 506,425	$ 261	$ 261	$ -
Assessments - Direct	$ 179,832	$ -	$ -	$ -
Miscellaneous Income	$ -	$ -	$ -	$ -
Assessments - Lot Closings	$ -	$ -	$ -	$ -
Total Revenues	**$ 686,257**	**$ 261**	**$ 261**	**$ -**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 2,400	$ 200	$ -	$ 200
Engineering	$ 15,000	$ 1,250	$ -	$ 1,250
Dissemination Agent	$ 7,500	$ 625	$ 784	$ (159)
Assessment Administration	$ 6,180	$ 6,180	$ 6,180	$ -
Amortization Schedule	$ 1,500	$ 125	$ -	$ 125
Attorney	$ 15,000	$ 1,250	$ -	$ 1,250
Annual Audit	$ 3,600	$ 300	$ -	$ 300
Arbitrage	$ 900	$ 75	$ -	$ 75
Trustee Fees	$ 3,750	$ 313	$ -	$ 313
Management Fees	$ 42,400	$ 3,533	$ 3,533	$ 0
Website Administration	$ 1,272	$ 106	$ 106	$ -
Information Technology	$ 1,908	$ 159	$ -	$ 159
Postage	$ 500	$ 42	$ 81	$ (40)
Copies	$ 250	$ 21	$ 7	$ 14
Insurance	$ 6,500	$ -	$ -	$ -
Printing & Binding	$ 500	$ 42	$ -	$ 42
Legal Advertising	$ 2,500	$ 208	$ -	$ 208
Other Current Charges	$ 2,000	$ 167	$ 113	$ 54
Office Supplies	$ 100	$ 8	$ 0	$ 8
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -
Contingency	$ 1,920	$ 160	$ -	$ 160
Total General & Administrative:	**$ 115,855**	**$ 14,763**	**$ 10,805**	**$ 3,959**

Seminole Palms

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Operations and Maintenance				
Field Expenses				
Field Management	$ 30,000	$ 2,500	$ 2,500	$ -
Streetlights - Electric	$ 25,000	$ 2,083	$ 2,702	$ (619)
Irrigation - Water	$ 50,000	$ 4,167	$ 3,955	$ 211
Landscape Maintenance	$ 178,740	$ 14,895	$ 14,895	$ 0
Landscape Contingency	$ 15,000	$ 1,250	$ -	$ 1,250
Irrigation Repairs	$ 10,000	$ 833	$ -	$ 833
Lake Maintenance	$ 23,000	$ 1,917	$ 1,755	$ 162
Repairs and Maintenance	$ 17,500	$ 1,458	$ -	$ 1,458
Contingency	$ 10,000	$ 833	$ -	$ 833
Subtotal	$ 359,240	$ 29,937	$ 25,808	$ 4,129
Amenity Expenses				
Amenity Management	$ 20,000	$ 1,667	$ 1,667	$ (0)
Property Insurance	$ 20,000	$ -	$ -	$ -
Amenity - Electric	$ 20,000	$ 1,667	$ 1,193	$ 474
Amenity - Water	$ 20,000	$ 1,667	$ 711	$ 956
Dues, License, Permits	$ 375	$ 31	$ -	$ 31
Cable/Internet	$ 2,400	$ 200	$ -	$ 200
Pest Control	$ 1,308	$ 109	$ 52	$ 57
Pool Maintenance	$ 16,800	$ 1,400	$ 1,400	$ -
Pool Chemicals	$ 10,000	$ 833	$ 1,125	$ (292)
Janitorial	$ 15,000	$ 1,250	$ 1,250	$ -
Security	$ 10,000	$ 833	$ -	$ 833
Fitness Equipment	$ 40,279	$ 3,357	$ 6,713	$ (3,357)
Amenity Repairs & Maintenance	$ 17,500	$ 1,458	$ -	$ 1,458
HVAC Preventative Maintenance	$ 2,500	$ 208	$ -	$ 208
Special Events	$ 5,000	$ 417	$ -	$ 417
Holiday Decorations	$ 5,000	$ 417	$ -	$ 417
Contingency	$ 5,000	$ 417	$ -	$ 417
Subtotal	$ 211,162	$ 15,930	$ 14,111	$ 1,819
Total O&M Expenses:	**$ 570,402**	**$ 45,867**	**$ 39,919**	**$ 5,948**
Total Expenditures	**$ 686,257**	**$ 60,630**	**$ 50,723**	**$ 9,907**
Excess Revenues (Expenditures)	$ -		$ (50,462)	
Fund Balance - Beginning	$ -		$ 53,252	
Fund Balance - Ending	$ -		$ 2,790	

Seminole Palms

Community Development District

Debt Service Fund - Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Special Assessments	$ 330,718	$ -	$ -	$ -
Prepayments	$ -	$ -	$ -	$ -
Assessments - Lot Closing	$ -	$ -	$ -	$ -
Interest	$ 10,000	$ 833	$ 1,385	$ 551
Total Revenues	**$ 340,718**	**$ 833**	**$1,385**	**$ 551**
Expenditures:				
Interest Expense 11/1	$ 125,229	$ -	$ -	$ -
Principal Expense 5/1	$ 70,000	$ -	$ -	$ -
Interest Expense 5/1	$ 125,229	$ -	$ -	$ -
Total Expenditures	**$ 320,459**	**$ -**	**$ -**	**$ -**
Other Financing Sources:				
Transfer In/(Out)	$ -	$ -	$ (6,558)	$ (6,558)
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ (6,558)**	**$ (6,558)**
Excess Revenues (Expenditures)	$ 20,259		$ (5,174)	
Fund Balance - Beginning	$ 183,832		$ 528,672	
Fund Balance - Ending	$ 204,091		$ 523,498	

Seminole Palms

Community Development District

Debt Service Fund - Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Special Assessments	$ 1,184,242	$ -	$ -	$ -
Prepayments	$ -	$ -	$ 199,549	$ 199,549
Assessments - Lot Closing	$ -	$ -	$ -	$ -
Interest	$ 25,000	$ 2,083	$ 4,880	$ 2,797
Total Revenues	**$ 1,209,242**	**$ 2,083**	**$204,429**	**$ 202,345**
Expenditures:				
Interest Expense 11/1	$ 454,801	$ -	$ -	$ -
Special Call 11/1	$ 280,000	$ -	$ -	$ -
Principal Expense 5/1	$ 260,000	$ -	$ -	$ -
Interest Expense 5/1	$ 454,801	$ -	$ -	$ -
Total Expenditures	**$ 1,449,603**	**$ -**	**$ -**	**$ -**
Other Financing Sources:				
Transfer In/(Out)	$ (20,000)	$ (1,667)	$ (21,710)	$ (20,043)
Total Other Financing Sources (Uses)	**$ (20,000)**	**$ (1,667)**	**$ (21,710)**	**$ (20,043)**
Excess Revenues (Expenditures)	$ (260,361)		$ 182,719	
Fund Balance - Beginning	$ 720,008		$ 2,150,753	
Fund Balance - Ending	$ 459,647		$ 2,333,472	

Seminole Palms

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Series 2023	Series 2024	Capital Projects
Revenues:			
Interest	$ 329	$ 10,210	$ -
Developer Contributions	$ -	$ -	$ -
Total Revenues	**$ 329**	**$ 10,210**	**$ -**
Expenditures:			
Capital Outlay - Construction	$ -	$ 6,376	$ -
Total Expenditures	**$ -**	**$ 6,376**	**$ -**
Other Financing Sources:			
Transfer In/(Out)	$ 6,558	$ 21,710	$ -
Total Other Financing Sources (Uses)	**$ 6,558**	**$ 21,710**	**$ -**
Excess Revenues (Expenditures)	$ 6,887	$ 25,544	$ -
Fund Balance - Beginning	$ 115,188	$ 3,568,485	$ (130,427)
Fund Balance - Ending	$ 122,076	$ 3,594,029	$ (130,427)

Seminole Palms

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments	$ 261	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 261
Assessments - Direct	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous Income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assessments - Lot Closings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues	**$ 261**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 261**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dissemination Agent	$ 784	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 784
Assessment Administration	$ 6,180	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,180
Amortization Schedule	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Attorney	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management Fees	$ 3,533	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,533
Website Administration	$ 106	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 106
Information Technology	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 81	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 81
Copies	$ 7	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Printing & Binding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Current Charges	$ 113	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 113
Office Supplies	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
Dues, Licenses & Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total General & Administrative:	**$ 10,805**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,805**
Operation and Maintenance													
Field Expenses													
Field Management	$ 2,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500
Streetlights - Electric	$ 2,702	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,702
Irrigation - Water	$ 3,955	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,955
Landscape Maintenance	$ 14,895	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,895
Landscape Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lake Maintenance	$ 1,755	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,755
Repairs and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 25,808	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,808

Seminole Palms

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Expenses													
Amenity Management	$ 1,667	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,667
Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenity - Electric	$ 1,193	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,193
Water	$ 711	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 711
Dues, License, Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pest Control	$ 52	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 52
Pool Maintenance	$ 1,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400
Pool Chemicals	$ 1,125	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,125
Janitorial	$ 1,250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,250
Security	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fitness Equipment	$ 6,713	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,713
Amenity Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HVAC Preventative Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Events	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Holiday Decorartions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 14,111	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,111
Total O&M Expenses:	**$ 39,919**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 39,919**
Total Expenditures	**$ 50,723**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 50,723**
Excess Revenues (Expenditures)	$ (50,462)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (50,462)

Seminole Palms

Community Development District

Long Term Debt Report

Series 2023, Special Assessment Bonds		
Interest Rates:	4.750%, 5.500%, 5.700%	
Maturity Date:	5/1/2053	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	$328,358	
Reserve Fund Balance	$325,366	
Bonds Outstanding - 06/15/23		$6,020,000
Principal Payment - 5/1/24		($85,000)
Special Call - 11/01/24		($40,000)
Special Call - 02/01/24		($120,000)
Principal Payment - 5/1/25		($270,000)
Special Call - 8/1/25		($170,000)
Special Call - 11/01/25		($305,000)
Special Call - 2/1/26		($220,000)
Special Call - 5/1/26		($120,000)
Principal Payment - 5/1/26		($90,000)
Current Bonds Outstanding		**$4,600,000**

Series 2024, Special Assessment Bonds		
Interest Rates:	4.450%, 5.200%, 5.500%	
Maturity Date:	5/1/2055	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	$1,174,540	
Reserve Fund Balance	$1,142,261	
Bonds Outstanding - 09/03/24		$19,550,000
Special Call - 8/01/25		($505,000)
Special Call - 11/01/25		($405,000)
Special Call - 02/01/26		($95,000)
Special Call - 05/01/26		($780,000)
Principal Payment - 5/1/26		($285,000)
Current Bonds Outstanding		**$17,480,000**

Seminole Palms

Community Development District

Special Assessment Receipts

Fiscal Year 2027

ON ROLL ASSESSMENTS

Gross Assessments	$ 538,792.00	$ 313,190.82	$ 483,403.00	$1,335,385.82
Net Assessments	$ 506,464.48	$ 294,399.37	$ 454,398.82	$1,255,262.67

							40%	23%	36%	100%
Date	*Dist.*	*Gross Amount*	*Discount*	*Commision*	*Interest*	*Net Receipts*	*General Fund*	*Series 2023*	*Series 2024*	*Total*
10/7/26	Check 71305	$ 261.17	$ -	$ -	$ -	$ 261.17	$ 261.17	$ -	$ -	$ 261.17
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
	Total	$ 261.17	$ -	$ -	$ -	$ 261.17	$ 261.17	$ -	$ -	$ 261.17

0%	Net Percentage Collected
$ 1,255,001.50	Balance Remaining To Collect

DIRECT BILL ASSESSMENTS

CRE-KL Seminole Woods Owner LLC

2027-01	Net Assessments	$ 714,776.26	$ 30,682.93	$ 684,093.33	
Date Received	Due Date	Check Number	Net Assessed	Amount Received	2023 Debt Service	2024 Debt Service
	4/1/27		$ 438,951.14		$ 18,790.10	$ 420,161.04
	9/1/27		$ 275,825.12		$ 11,892.83	$ 263,932.29
			$ 714,776.26	$ -	$ 30,682.93	$ 684,093.33

Lot Closings

Date Received	Amount Received	Address
	$0.00	