

*Lake Harris
Community Development District*

Agenda

August 23, 2023

AGENDA

Lake Harris
Community Development District

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

August 16, 2023

Board of Supervisors
Lake Harris Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Lake Harris Community Development District (“District”) will be held **Wednesday, August 23, 2023, at 9:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.** Following is the advance agenda for the regular meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the June 28, 2023, Board of Supervisors Meeting
4. Public Hearing on Fiscal Year 2024 Budget
 - A. Public Comment
 - B. Consideration of Resolution 2023-08 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations
5. Public Hearing on Fiscal Year 2024 Assessments
 - A. Public Comment
 - B. Consideration of Resolution 2023-09 Imposing Special Assessments for Fiscal Year 2024 and Certifying an Assessment Roll
6. Consideration of Direct Collection Agreement with Hanover 623 Holdings, LLC
7. Consideration of Deficit Funding Agreement with Hanover 623 Holdings, LLC
8. Consideration of Resolution 2023-10 Ratifying Sale of Series 2023 Bonds
9. Consideration of Resolution 2023-11 Acknowledging and Ratifying Acquisition of Phase 1 Improvements and Requisition of Funds, Recognizing Developer Contribution, and Approving Unpaid Requisition for Future Requisition
10. Consideration of Disclosure of Public Financing

11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Requisitions No. 1-3
 - iv. Approval of Requisition No.4
 - v. Review of Fiscal Year 2024 Meeting Schedule
12. Other Business
13. Supervisor's Requests
14. Adjournment

MINUTES

**MINUTES OF MEETING
LAKE HARRIS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Lake Harris Community Development District was held on Wednesday, **June 28, 2023** at 9:30 a.m. at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum were:

Tony Iorio	Chairman
Doug Beasley	Assistant Secretary
Rocky Owen	Assistant Secretary

Also, present were:

George Flint	District Manager, GMS
Tucker Mackie	District Counsel, Kutak Rock
Ryan Dugan	District Counsel, Kutak Rock
Kathy Leo <i>by phone</i>	District Engineer, GAI Consultants

The following is a summary of the discussions and actions taken at the June 28, 2023 Lake Harris Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 9:30 a.m. Three Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were only Board members and staff present.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the May 24, 2023
Board of Supervisors Meeting**

Mr. Flint presented the minutes from the May 24, 2023 Board of Supervisors meeting and asked for any comments or corrections from the Board. The Board had no changes to the minutes.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, the Minutes of the May 24, 2023 Board of Supervisor Meeting, were approved.

FOURTH ORDER OF BUSINESS**Consideration of Financing Related Items****A. Bond Agreements, each by and between the District and Hanover 623 Holdings, LLC (“Developer”)**

- i. Amended and Restated Acquisition Agreement (Master Project)**
- ii. Completion Agreement (Series 2023 Bonds – Phases 1 & 2)**
- iii. True-Up Agreement (Series 2023 Assessments)**
- iv. Collateral Assignment and Assumption of Development and Contract Rights (Series 2023 Bonds)**

Ms. Mackie stated behind tab 4A included in the agenda package are four agreements, an Acquisition and Construction Agreement, a Completion Agreement, a True-Up Agreement, and a Collateral Assignment and Assumption of Development Right. She noted the Board is familiar with these documents. She stated if there are no questions, one motion can be taken to approve all of these.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, the Bond Agreements by and between the District and Hanover 623 Holdings, were approved in substantial form.

B. Declaration of Consent to Jurisdiction of the District and Imposition of Debt Special Assessments (Series 2023 Assessments) by the Developer**C. Declaration of Consent to Jurisdiction of the District and Imposition of Debt Special Assessments (Series 2023 Assessments) by Hanover Family Builders, LLC**

Ms. Mackie stated items B & C are included for informational purposes but in connection with the closing on the bonds, we will have received a Declaration of Consent from certain landowners to the Series 2023 assessments. No action is needed.

D. Presentation of Final Supplemental Assessment Methodology Report for the Series 2023 Bonds

Ms. Mackie stated she is not sure if any changes have been made since the last time this was presented to the Board. Mr. Flint stated the only change would be that this now reflects the final terms of the bond issue so the tables have been updated to reflect the actual terms of the pricing.

E. Consideration of Resolution 2023-07 Supplemental Assessment Resolution

Ms. Mackie stated this is the assessment resolution that will bring down the assessments to the terms of the bonds in accordance with the report that George has prepared, otherwise it also confirms certain items related to the true-up of the assessments and the calculation of the same. It directs the Secretary to record a notice of special assessments upon the closing of the bonds and also would provide for the allocation of the special assessments in accordance with the methodology.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2023-07 Supplemental Assessment Resolution, was approved.

F. Consideration of Supplemental Notice of Imposition of Series 2023 Assessments

No action was required for this item.

FIFTH ORDER OF BUSINESS**Presentation of Fiscal Year 2022 Financial Audit**

Mr. Flint stated an annual independent audit is required and Grau has been picked as the independent auditor and they have prepared the report reflected in the agenda. He noted there are no current or prior year findings or recommendations and we have complied with the provisions of the auditor general so it is a clean audit. He asked for any questions, if not asking for a motion to accept and ratify its transmittal to the State of Florida.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, the Fiscal Year 2022 Financial Audit, was approved.

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

Ms. Mackie had nothing to report.

B. Engineer

Ms. Leo had nothing for the Board.

C. District Manager's Report

i. Check Register

Mr. Flint presented the check register from May 17th through June 21st.

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

ii. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials through May 31st. If there are any questions, they can be discussed. There is no action required.

iii. Reminder of Form 1 Filing Requirement Deadline – July 1, 2023

Mr. Flint reminded the Board of annual filing of Form 1 financial disclosure due by July 1st.

SEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION B

RESOLUTION 2023-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2023, submitted to the Board of Supervisors ("**Board**") of the Lake Harris Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Lake Harris Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
SERIES 2023 BONDS	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

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

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST 2023.

ATTEST:

LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2023/2024 Budget

Lake Harris
Community Development District

Proposed Budget
FY2024



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Lake Harris
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Proposed Budget FY2024
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Revenues

Assessments - Platted	\$ -	\$ -	\$ -	\$ -	\$ 92,966
Assessments - Unplatted	\$ -	\$ -	\$ -	\$ -	\$ 98,048
Developer Contributions	\$ 135,210	\$ 39,105	\$ 16,504	\$ 55,609	\$ 42,245

Total Revenues	\$ 135,210	\$ 39,105	\$ 16,504	\$ 55,609	\$ 233,259
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Expenditures

General & Administrative

Supervisor Fees	\$ 12,000	\$ 600	\$ 400	\$ 1,000	\$ -
FICA Expenses	\$ 900	\$ 46	\$ 31	\$ 77	\$ -
Engineering	\$ 15,000	\$ 4,203	\$ 1,680	\$ 5,883	\$ 15,000
Attorney	\$ 25,000	\$ 8,203	\$ 6,000	\$ 14,203	\$ 25,000
Annual Audit	\$ 4,000	\$ 3,000	\$ -	\$ 3,000	\$ 4,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ 1,250	\$ 1,250	\$ 5,000
Trustee Fees	\$ 3,600	\$ -	\$ -	\$ -	\$ 4,020
Management Fees	\$ 37,500	\$ 15,625	\$ 3,125	\$ 18,750	\$ 37,500
Information Technology	\$ 1,800	\$ 1,500	\$ 300	\$ 1,800	\$ 1,800
Website Maintenance **	\$ 1,200	\$ 2,650	\$ 200	\$ 2,850	\$ 1,200
Telephone	\$ 300	\$ -	\$ -	\$ -	\$ 300
Postage & Delivery	\$ 1,000	\$ 43	\$ 10	\$ 53	\$ 1,000
Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Printing & Binding	\$ 1,000	\$ 79	\$ 20	\$ 99	\$ 1,000
Legal Advertising	\$ 10,000	\$ 341	\$ 1,000	\$ 1,341	\$ 10,000
Other Current Charges	\$ 5,000	\$ 38	\$ 80	\$ 118	\$ 5,000
Office Supplies	\$ 625	\$ 1	\$ 10	\$ 11	\$ 625
Travel Per Diem	\$ 660	\$ -	\$ -	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175

Total Administrative	\$ 135,210	\$ 41,503	\$ 14,106	\$ 55,609	\$ 122,730
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Lake Harris
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Proposed Budget FY2024
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Operations & Maintenance

Field Expenditures

Field Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 67,129
Pond Disking	\$ -	\$ -	\$ -	\$ -	\$ 12,900
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Electric	\$ -	\$ -	\$ -	\$ -	\$ 1,500
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 1,500
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 2,500

Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 110,529
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Total Expenditures	\$ 135,210	\$ 41,503	\$ 14,106	\$ 55,609	\$ 233,259
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Excess Revenues/(Expenditures)	\$ -	\$ (2,399)	\$ 2,399	\$ -	\$ -
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Product Type	ERU	Assessable Units	Total ERU	Net Assessment	Net Per Unit	Gross Per Unit
Single Family - 40'	0.8	52	41.60	\$ 39,104.00	\$ 752.00	\$ 800.00
Single Family - 50'	1	56	56.00	\$ 52,640.00	\$ 940.00	\$ 1,000.00
Single Family - 65'	1.3	1	1.30	\$ 1,222.00	\$ 1,222.00	\$ 1,300.00
Unplatted - Admin Only	0.24	433	103.92	\$ 98,048.14	\$ 226.44	\$ 240.89
		433	202.82	\$ 191,014.14		

Lake Harris

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District to pay for operating expenditures during the fiscal year.

Developer Contributions

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

Expenditures:

General & Administrative:

Engineering

The District's engineer, Gai Consultants, Inc., provides general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices and various projects as directed by the District Manager.

Attorney

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

Annual Audit

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

Assessment Administration

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

Arbitrage

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

Dissemination

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

Trustee Fees

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

Lake Harris

Community Development District

General Fund Budget

Management Fees

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

Information Technology

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

Website Maintenance

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

Telephone

Telephone and fax machine.

Postage & Delivery

Mailing of board meeting agenda packages, overnight deliveries, checks for vendors and any other required correspondence.

Insurance

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

Printing & Binding

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

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

Lake Harris

Community Development District

General Fund Budget

Travel Per Diem

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

Dues, Licenses & Subscriptions

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

Field Expenditures:

Field Management

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

Landscape Maintenance

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

Pond Disking

Represents the estimated cost to disk pond floors within the District.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Electric

Represents estimated electric charges of common areas throughout the District.

Water & Sewer

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

Irrigation Repairs

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

General Repairs & Maintenance

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

Contingency

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

Lake Harris
Community Development District
Proposed Budget
Series 2023 Debt Service Fund

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Total Thru 9/30/23	Proposed Budget FY2024
<u>Revenues</u>					
Special Assessments	\$ -	\$ -	\$ -	\$ -	\$ 308,247
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 77,762
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ 386,009
<u>Expenditures</u>					
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 77,762
Principal Expense - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Interest Expense - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 121,715
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 264,477
<u>Other Financing Sources/(Uses)</u>					
Bond Proceeds	\$ -	\$ 386,009	\$ -	\$ 386,009	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ 386,009	\$ -	\$ 386,009	\$ -
Excess Revenues/(Expenditures)	\$ -	\$ 386,009	\$ -	\$ 386,009	\$ 121,532

Interest Expense 11/1/24	\$ 120,188
Total	\$ 120,188

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family - 40'	107	\$ 141,555	\$ 1,323	\$ 1,407
Single Family - 50'	125	\$ 165,369	\$ 1,323	\$ 1,407
Single Family - 65'	1	\$ 1,323	\$ 1,323	\$ 1,407
	233	\$ 308,247		

Lake Harris
Community Development District
Series 2023 Special Assessment Bonds
Amortization Schedule

Date		Balance	Principal		Interest		Total
11/01/23	\$	4,485,000.00	\$	-	\$	77,762.36	\$ 77,762.36
05/01/24	\$	4,485,000.00	\$	65,000.00	\$	121,715.00	
11/01/24	\$	4,420,000.00	\$	-	\$	120,187.50	\$ 306,902.50
05/01/25	\$	4,420,000.00	\$	65,000.00	\$	120,187.50	
11/01/25	\$	4,355,000.00	\$	-	\$	118,660.00	\$ 303,847.50
05/01/26	\$	4,355,000.00	\$	70,000.00	\$	118,660.00	
11/01/26	\$	4,285,000.00	\$	-	\$	117,015.00	\$ 305,675.00
05/01/27	\$	4,285,000.00	\$	75,000.00	\$	117,015.00	
11/01/27	\$	4,210,000.00	\$	-	\$	115,252.50	\$ 307,267.50
05/01/28	\$	4,210,000.00	\$	75,000.00	\$	115,252.50	
11/01/28	\$	4,135,000.00	\$	-	\$	113,490.00	\$ 303,742.50
05/01/29	\$	4,135,000.00	\$	80,000.00	\$	113,490.00	
11/01/29	\$	4,055,000.00	\$	-	\$	111,610.00	\$ 305,100.00
05/01/30	\$	4,055,000.00	\$	85,000.00	\$	111,610.00	
11/01/30	\$	3,970,000.00	\$	-	\$	109,612.50	\$ 306,222.50
05/01/31	\$	3,970,000.00	\$	90,000.00	\$	109,612.50	
11/01/31	\$	3,880,000.00	\$	-	\$	107,193.75	\$ 306,806.25
05/01/32	\$	3,880,000.00	\$	95,000.00	\$	107,193.75	
11/01/32	\$	3,785,000.00	\$	-	\$	104,640.63	\$ 306,834.38
05/01/33	\$	3,785,000.00	\$	100,000.00	\$	104,640.63	
11/01/33	\$	3,685,000.00	\$	-	\$	101,953.13	\$ 306,593.75
05/01/34	\$	3,685,000.00	\$	105,000.00	\$	101,953.13	
11/01/34	\$	3,580,000.00	\$	-	\$	99,131.25	\$ 306,084.38
05/01/35	\$	3,580,000.00	\$	110,000.00	\$	99,131.25	
11/01/35	\$	3,470,000.00	\$	-	\$	96,175.00	\$ 305,306.25
05/01/36	\$	3,470,000.00	\$	115,000.00	\$	96,175.00	
11/01/36	\$	3,355,000.00	\$	-	\$	93,084.38	\$ 304,259.38
05/01/37	\$	3,355,000.00	\$	125,000.00	\$	93,084.38	
11/01/37	\$	3,230,000.00	\$	-	\$	89,725.00	\$ 307,809.38
05/01/38	\$	3,230,000.00	\$	130,000.00	\$	89,725.00	
11/01/38	\$	3,100,000.00	\$	-	\$	86,231.25	\$ 305,956.25
05/01/39	\$	3,100,000.00	\$	135,000.00	\$	86,231.25	
11/01/39	\$	2,965,000.00	\$	-	\$	82,603.13	\$ 303,834.38
05/01/40	\$	2,965,000.00	\$	145,000.00	\$	82,603.13	
11/01/40	\$	2,820,000.00	\$	-	\$	78,706.25	\$ 306,309.38
05/01/41	\$	2,820,000.00	\$	155,000.00	\$	78,706.25	
11/01/41	\$	2,505,000.00	\$	-	\$	74,540.63	\$ 308,246.88
05/01/42	\$	2,335,000.00	\$	160,000.00	\$	74,540.63	
11/01/42	\$	2,335,000.00	\$	-	\$	70,240.63	\$ 304,781.25
05/01/43	\$	2,335,000.00	\$	170,000.00	\$	70,240.63	
11/01/43	\$	2,335,000.00	\$	-	\$	65,671.88	\$ 305,912.50
05/01/44	\$	2,335,000.00	\$	180,000.00	\$	65,671.88	
11/01/44	\$	2,155,000.00	\$	-	\$	60,609.38	\$ 306,281.25
05/01/45	\$	2,155,000.00	\$	190,000.00	\$	60,609.38	
11/01/45	\$	1,965,000.00	\$	-	\$	55,265.63	\$ 305,875.00
05/01/46	\$	1,965,000.00	\$	200,000.00	\$	55,265.63	
11/01/46	\$	1,765,000.00	\$	-	\$	49,640.63	\$ 304,906.25
05/01/47	\$	1,765,000.00	\$	210,000.00	\$	49,640.63	
11/01/47	\$	1,555,000.00	\$	-	\$	43,734.38	\$ 303,375.00
05/01/48	\$	1,555,000.00	\$	225,000.00	\$	43,734.38	

Lake Harris
Community Development District
Series 2023 Special Assessment Bonds
Amortization Schedule

Date		Balance		Prinicipal		Interest		Total	
11/01/48	\$	1,330,000.00	\$	-	\$	37,406.25	\$	306,140.63	
05/01/49	\$	1,330,000.00	\$	240,000.00	\$	37,406.25			
11/01/49	\$	1,090,000.00	\$	-	\$	30,656.25	\$	308,062.50	
05/01/50	\$	1,090,000.00	\$	250,000.00	\$	30,656.25	\$	-	
11/01/50	\$	840,000.00	\$	-	\$	23,625.00	\$	304,281.25	
05/01/51	\$	840,000.00	\$	265,000.00	\$	23,625.00	\$	-	
11/01/51	\$	575,000.00	\$	-	\$	16,171.88	\$	304,796.88	
05/01/52	\$	575,000.00	\$	280,000.00	\$	16,171.88	\$	-	
11/01/52	\$	295,000.00	\$	-	\$	8,296.88	\$	304,468.75	
05/01/53	\$	295,000.00	\$	295,000.00	\$	8,296.88	\$	303,296.88	
				\$	4,485,000.00	\$	4,761,738.61	\$	9,246,738.61

SECTION V

SECTION B

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in the City of Leesburg, Florida; and

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

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A;"** and

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

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

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

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

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

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

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

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

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

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

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

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

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

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on October 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than October 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

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

PASSED AND ADOPTED this 23rd day of August 2023.

ATTEST:

**LAKE HARRIS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

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

Lake Harris CDD
FY 24 Assessment Roll

ParcelId	Units	Type	O&M	Debt	Total
182025020000000100	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000000200	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000000300	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000000400	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000000500	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000000600	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000000700	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000000800	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000000900	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000001000	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000001100	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000001200	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000001300	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000001400	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000001500	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000001600	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000001700	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000001800	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000001900	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000002000	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000002100	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000002200	1	65	\$1,300.00	\$1,407.39	\$2,707.39
182025020000002300	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000002400	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000002500	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000002600	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000002700	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000002800	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000002900	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000003000	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000003100	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000003200	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000003300	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000003400	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000003500	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000003600	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000003700	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000003800	1	40	\$800.00	\$1,407.39	\$2,207.39
182025020000003900	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000004000	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000004100	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000004200	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000004300	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000004400	1	50	\$1,000.00	\$1,407.39	\$2,407.39

[illegible]

ParcelId	Units	Type	O&M	Debt	Total
182025020000009200	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000009300	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000009400	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000009500	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000009600	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000009700	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000009800	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000009900	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000010000	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000010100	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000010200	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000010300	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000010400	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000010500	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000010600	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000010700	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000010800	1	50	\$1,000.00	\$1,407.39	\$2,407.39
182025020000010900	1	50	\$1,000.00	\$1,407.39	\$2,407.39
Total Gross Onroll	109		\$98,900.00	\$153,405.51	\$252,305.51

Total Net Onroll			\$92,966.00	\$144,201.18	\$237,167.18
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<u>Direct Billing</u>	<u>Acres</u>				
182025000400002100	63.07	Unplatted	\$51,363.31	\$85,936.59	\$137,299.90
182025000400001900	5.00	Unplatted	\$4,071.93	\$6,812.79	\$10,884.72
192025000100000100	60.01	Unplatted	\$48,871.29	\$81,767.16	\$130,638.45
Total Gross Direct	128.08		\$104,306.53	\$174,516.54	\$278,823.07

Total Net Direct			\$98,048.14	\$164,045.55	\$262,093.68
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Total Gross Assessments			\$203,206.53	\$327,922.05	\$531,128.58
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Total Net Assessments			\$191,014.14	\$308,246.73	\$499,260.86
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SECTION VI

**AGREEMENT BY AND BETWEEN THE LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT AND HANOVER 623 HOLDINGS, LLC, REGARDING
THE DIRECT COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023-
2024**

This **Agreement** is made and entered into as of this ____ day of _____, 2023, by and between:

LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Leesburg, Florida (hereinafter “**District**”), and

HANOVER 623 HOLDINGS, LLC, a Florida limited liability company and the owner of a portion of the property located within the boundaries of the District (hereinafter, the “**Property Owner**”). For purposes of this agreement, Property Owner’s property is more particularly described in **Exhibit “A”** attached hereto (the “**Property**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City of Leesburg, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District (“**O&M Assessments**”), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments, if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Osceola County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of Special Assessments.

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 parties agree as follows:

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

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Special Assessments have been validly imposed and constitute valid, legal and binding liens upon the lands within the District. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the O&M Assessments and its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Special Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 2023, indicating the exact amount of the O&M Assessments and its previously levied debt service, if any, being certified for collection in Fiscal Year 2023/2024. If Property Owner does not pay such invoice in full prior to October 1, 2023, then to the extent permitted by law, Property Owner may pay the Special Assessments in several partial, deferred payments and according to the following schedule: 50% due no later than October 1, 2023, 25% due no later than February 1, 2024, and 25% due no later than May 1, 2024. The District’s decision to collect Special Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Special Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative method for collection of the Special Assessments. This Agreement shall not affect the District’s ability to collect and enforce its Special Assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the Special Assessments may result in the initiation of a foreclosure action, or, at the District’s sole discretion, delinquent assessments may be certified for collection on a future Lake County tax bill. In the event that an assessment payment

is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for fiscal year 2023-2024, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the Special Assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

5. **NOTICE.** All notices, payments and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: Hanover 623 Holdings, LLC
605 Commonwealth Avenue
Orlando, Florida 32803
Attn: Andrew J. Orosz

If to the District: Lake Harris Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

6. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. **AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' 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 costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

12. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. **NEGOTIATION 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 with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

14. **EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2023.

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IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

**LAKE HARRIS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

HANOVER 623 HOLDINGS, LLC,
a Florida limited liability company

Witness

By: _____
Name: Andrew J. Orosz
Title: Vice President

EXHIBIT A
Description of the Property

A parcel of land located in the East half of Section 18 and the Northeast quarter of Section 19, in Township 20 South, Range 25 East, Lake County, Florida. Said parcel being more particularly described as follows:

Commence at the East quarter corner of Section 18, Township 20 South, Range 25 East, thence along the East line of the Southeast quarter of Section 18 run South 44° 55' 10" West, 174.53 feet; thence North 59° 21' 38" West, 103.86 feet to the Point of Beginning; thence South 00° 18' 13" West, 28.97 feet; thence South 59° 21' 47" East, 28.97 feet to the Westerly right of way line of No 2 Road; thence along the Westerly right of way line the following three courses; South 00° 16' 09" West, 352.23 feet; thence South 19° 19' 06" East, 37.40 feet; South 00° 09' 16" East, 774.78 feet to the North line of the South half of the Southeast quarter of said Section 18; thence along said North line run North 89° 11' 38" West, 532.64 feet; thence leaving said North line run South 45° 49' 11" West, 140.01 feet to the West line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the said West line run South 00° 49' 40" West, 565.30 feet to the South line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the South line run South 89° 12' 09" East, 410.43 feet to the Westerly right of way line of No. 2 Road; said point being on a curve concave Easterly, having a radius of 465.00 feet, a central angle of 40° 31' 07" and a chord of 322.03 feet that bears South 06° 17' 03" East; thence along the arc of said curve and said Westerly right of way a distance of 328.84 feet to the point of tangency;

Thence continue along said Westerly right of way the following two courses; run South 26° 32' 36" East, 222.98 feet to the point of curvature of a curve to the right, having a radius of 760.00 feet, a central angle of 27° 58' 08" and a chord of 367.32 feet that bears South 12° 33' 32" East; thence along the arc of said curve a distance of 370.99 feet to the point of tangency; thence South 01° 25' 32" West, 451.56 feet to the South line of the North half of the Northeast quarter of the Northeast quarter of Section 19, Township 20 South, Range 25 East; thence along the South line run North 89° 12' 08" West, 1296.66 feet to the West line of the South half of the Northeast quarter of the Northeast quarter of Section 19, Township 20 South, Range 25 East; thence along said West line run South 00° 53' 24" West, 662.10 feet to the South line of the North quarter of the Northeast quarter of Section 19; thence along the South line run North 89° 11' 15" West, 1329.02 feet to the West line of the Northeast quarter of Section 19; thence along said West line run North 00° 02' 23" East, 1323.53 feet to the North quarter corner of Section 19, also being the South quarter corner of the aforesaid Section 18; thence along the West line of the Southeast quarter of Section 18 run North 00° 33' 16" East, 1329.60 feet to the North line of the South half of the Southeast quarter of Section 18; thence along the North line run South 89° 11' 17" East, 1994.70 feet to the East line of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the East line run North 00° 50' 19" East, 664.29 feet to the North line of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the North line run North 89° 10' 24" West, 665.83 feet to West line of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the West line run North 00° 45' 05" East, 689.46 feet to the East line of Rumford Road, a.k.a. County District Road No 2-3220, as maintained at the edge of pavement on August 15, 2021; thence along the East line of Rumford Road the following eight courses; thence North 14° 17' 25" East, 5.23 feet; thence North 21° 41' 22" East, 45.63

feet; thence North 26° 36' 21" East, 51.50 feet; thence North 26° 56' 12" East, 51.79 feet; thence North 27° 29' 30" East, 116.04 feet; thence North 26° 48' 23" East, 67.20 feet; thence North 26° 38' 09" East, 59.46 feet; thence North 26° 47' 09" East, 56.05 feet; thence North 26° 05' 08" East, 38.32 feet to the South right of way line of County Road No. 48; thence along the South line run South 59° 21' 38" East, 1189.78 feet to the Point of Beginning.

Said parcel contains 162.53 acres, more or less.

LESS AND EXCEPT THE FOLLOWING PLATTED LOTS:

LOTS 1 THRU 109, INCLUSIVE, EAGLETAIL LANDING PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AT PLAT BOOK 79, PAGES 82-98.

SECTION VII

FISCAL YEAR 2024 DEFICIT FUNDING AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of _____ 2023, by and between:

Lake Harris Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Leesburg, Florida ("**District**"), and

Hanover 623 Holdings, LLC, a Florida limited liability company, the owner and primary developer of lands within the District, and whose address is 605 Commonwealth Avenue, Orlando, Florida 32803 ("**Developer**").

Recitals

WHEREAS, the District was established by ordinance of the City Commission of the City of Leesburg, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has adopted the District's operations and maintenance budget attached hereto as **Exhibit A ("O&M Budget")** for the fiscal year ending September 30, 2024 ("**FY 2024**") in the amount of \$_____ and is levying special assessments ("**O&M Assessments**") in the amount of \$_____ within the District to fund a portion of the O&M Budget; and

WHEREAS, in connection with the adoption of the O&M Budget and the levy of the O&M Assessments, the Developer has agreed to fund the difference, on an as-needed basis, between the amount levied and the amount of the actual expenses of the O&M Budget ("**O&M Deficit**").

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

2. FUNDING OBLIGATION. The Developer agrees to make available to the District any monies necessary to fund the any O&M Deficit for FY 2024, within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's O&M Budget.

The Developer agrees to fund any O&M Deficit for actual expenses of the District and up to the total amount of the O&M Budget; provided, however, that the Developer shall not be responsible for any O&M Deficit resulting from amendments to the O&M Budget, unless the Developer approves of such amendments. The Developer's payment of funds pursuant to this Agreement in no way affects Developer's obligation to pay O&M Assessments levied on lands it owns within the District.

3. AMENDMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

4. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

5. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

6. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

7. ATTORNEY'S FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

8. BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

9. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any action under this Agreement shall be in a state circuit court of competent jurisdiction in and for Lake County, Florida.

10. 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 with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**LAKE HARRIS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____
Its: _____

HANOVER 623 HOLDINGS, LLC,
a Florida limited liability company

By: Hanover Land Company, LLC, a Florida
limited liability company, its Manager

Witness

By: _____
Its: _____

EXHIBIT A: Adopted FY 2024 O&M Budget with Assessment Schedule

EXHIBIT A

Adopted FY 2024 O&M Budget with Assessment Schedule

SECTION VIII

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT AREA); RATIFYING, CONFIRMING AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT AREA); AND DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Harris Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Leesburg, Florida; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District, on June 8, 2023, executed Bond Purchase Contract, agreeing to the sale of its \$4,485,000 Lake Harris Community Development District Special Assessment Bonds, Series 2023 (2023 Project Area) (the “**Series 2023 Bonds**”), at the terms and conditions provided therein; and

WHEREAS, the District has previously considered and adopted a number of resolutions relating to the issuance of the Series 2023 Bonds and the imposition of special assessments securing the Series 2023 Bonds, including, but not limited to, Resolution Nos. 2022-27, 2023-04, 2022-25, 2022-26, 2022-31, and 2023-07; and

WHEREAS, the District, on July 6, 2023, closed on the sale of its Series 2023 Bonds; and

WHEREAS, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff, including the District Manager, District Assessment Consultant, District Engineer, and District Counsel, were required to execute and deliver various documents including, but not limited to: a Master Trust Indenture; a First Supplemental Trust Indenture; a Bond Purchase Contract; a Preliminary Limited Offering Memorandum; a Limited Offering Memorandum; a specimen of the Series 2023 Bonds; a Certificate of the District Engineer; a Certificate of the District Manager and Assessment Consultant to the District; an Order to Authenticate and Deliver the Series 2023 Bonds; an Amended and Restated Master Engineer’s Report, dated June 2, 2022, as updated May 18, 2023;

a First Supplemental Assessment Methodology Report for the Series 2023 Bonds, dated June 8, 2023; a Continuing Disclosure Agreement between the District, Hanover 623 Holdings, LLC, a Florida limited liability company (the “**Developer**”), and a dissemination agent; an Amended and Restated Acquisition Agreement (Master Project) between the District and Developer; a Completion Agreement (Series 2023 Bonds – Phase 1 & 2) between the District and Developer; a True-Up Agreement (Series 2023 Assessments) between the District and Developer; a Collateral Assignment and Assumption of Development Rights (Series 2023 Bonds) between the District and Developer; a Declaration of Consent to Jurisdiction of the District and to Imposition of Debt Special Assessments (Series 2023 Assessments) between the District and Developer; a Declaration of Consent to Jurisdiction of the District and to Imposition of Debt Special Assessments (Series 2023 Assessments) between the District and Hanover Family Builders, LLC; Notice of Special Assessments / Government Lien of Record (Series 2023 Bonds); opinion of counsel to the District; and Internal Revenue Service Form 8038-G (collectively, the “**Closing Documents**”); and

WHEREAS, the District finds that the sale, closing, and issuance of the Series 2023 Bonds was in the best interests of the District, and the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff in closing the issuance of the Series 2023 Bonds; and

WHEREAS, the District has incurred certain expenses in finalizing the sale, closing, and issuance of the Series 2023 Bonds, the costs of which are reflected in **Exhibit A** attached hereto (the “**Costs of Issuance**”); and

WHEREAS, the District finds the expenses incurred in finalizing the closing and issuance of the Series 2023 Bonds to be reasonable and in the best interests of the District, and the District desires to ratify payments made in relation to the closing and issuance of the Series 2023 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2023 Bonds and the adoption of resolutions relating to the Series 2023 Bonds under the terms and conditions set forth therein serve a public purpose and are in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 2. The resolutions levying and imposing the special assessments securing the Series 2023 Bonds remain in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 3. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including the execution and delivery of the Closing Documents, and such other

certifications or other documents required for the closing on July 6, 2023, are hereby ratified, approved, and confirmed in all respects. Copies of the Closing Documents are included in the Series 2023 Bond transcript on file at the District Manager's Office located at 219 East Livingston Street, Orlando, Florida 32301. Said documents are specifically ratified, confirmed, and approved in all respects.

SECTION 4. The Costs of Issuance listed in **Exhibit A** to this Resolution reflects reasonable costs that have been incurred in finalizing the sale, closing, and issuance of the Series 2023 Bonds necessary for financing the installation and construction of District infrastructure. The costs reflected in Exhibit A are hereby ratified, confirmed, and approved.

SECTION 5. 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 of this Resolution not held to be invalid or unenforceable.

SECTION 6. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 23rd day of August 2023.

ATTEST:

**LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT A

COST OF ISSUANCE

Lake Harris Community Development District
Special Assessment Bonds, Series 2023 (2023 Project Area)

Cost of Issuance	\$/1000	Amount
Bond Counsel	12.26310	55,000.00
District Counsel	10.03344	45,000.00
Underwriter's Counsel	10.03344	45,000.00
District Manager - AM	6.68896	30,000.00
Trustee and Counsel	2.72575	12,225.00
Printing	0.39019	1,750.00
	42.13489	188,975.00

SECTION IX

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT ACCEPTING A CERTIFICATE OF DISTRICT ENGINEER; RATIFYING, CONFIRMING AND APPROVING ACQUISITION OF PHASE 1 IMPROVEMENTS AND REQUISITION OF FUNDS, RECOGNIZING THE INFRASTRUCTURE CONTRIBUTION OF SERIES 2023 PROJECT INFRASTRUCTURE; APPROVING UNFUNDED REQUISITION AMOUNT FOR FUTURE REQUISITION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Harris Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Leesburg, Florida; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including, but not limited to, roadways, stormwater management systems, potable and reclaimed water and sewer systems, utilities and other infrastructure, and associated professional fees for permitting, engineering and designing of the improvements necessitated by the development of, and serving lands within, the District; and

WHEREAS, Hanover 623 Holdings, LLC (the “**Developer**”) is the owner and primary developer of the lands within the boundaries of the District (the “**Development**”); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services (“**Master Project**”) as detailed in the *Amended and Restated Master Engineer’s Report*, dated June 2, 2022, as updated May 18, 2023 (the “**Engineer’s Report**”); and

WHEREAS, the District previously issued its \$4,485,000 Lake Harris Community Development District Special Assessment Bonds, Series 2023 (2023 Project Area) (the “**Series 2023 Bonds**”) pursuant to that certain Master Trust Indenture (“**Master Indenture**”), as supplemented by the First Supplemental Trust Indenture (“**Supplemental Indenture**,” and together with the Master Indenture, the “**Indenture**”), both dated June 1, 2023, and by and between the District and U.S. Bank Trust Company, National Association (“**Trustee**”), in order to fund a portion of the Master Project (the “**2023 Project**”) as further described in the Engineer’s Report, and levied special assessments for the repayment of the Series 2023 Bonds (the “**Assessments**”), as further detailed in that certain *Master Assessment Methodology Report*, dated July 27, 2022 (the “**Master Assessment Report**”), as supplemented by the *First Supplemental Assessment Methodology Report for the Series 2023 Bonds*, dated June 8, 2023 (the “**2023 Assessment Report**” and together with the Master Assessment Report, the “**Assessment Report**”); and

WHEREAS, in connection with the issuance of Series 2023 Bonds, the District and Developer entered into various financing agreements, including the Completion Agreement (Series 2023 Bonds – Phases 1 & 2) dated July 6, 2023 ("**Completion Agreement**"); and

WHEREAS, as reflected in the Completion Agreement and the Assessment Report, the Assessment levels were determined based on targeted annual assessment installments provided by the Developer to achieve certain market-level, end user assessments; and

WHEREAS, in order to achieve the targeted Assessment levels under the methodology provided in the Assessment Report, the Completion Agreement and 2023 Assessment Report requires that the Developer shall contribute Master Project infrastructure to satisfy the reduction of Assessments to certain targeted market-level assessments; and

WHEREAS, based on the product types and number of units anticipated to fully absorb the Assessments, the Developer's required in-kind contribution of infrastructure totals \$615,000 ("**Infrastructure Contribution Requirement**"); and

WHEREAS, on or about August 15, 2023, the District accepted and acquired certain infrastructure improvements that comprise a portion of the 2023 Project, as further described in the District Engineer's certificate attached hereto as **Exhibit A ("Infrastructure")**, for which the costs to construct were advanced by the Developer in a total amount of \$4,891,471.40 (or \$5,418,395 once retainage is paid) ("**Phase 1 Acquisition Cost**"), as further set forth in **Exhibit B** attached hereto; and

WHEREAS, pursuant to Requisition #3, the District paid \$3,797,526.41 in Series 2023 Bond proceeds for the acquired Infrastructure ("**Requisition Payment**"); and

WHEREAS, as requested by the Developer, the District desire to (i) recognize and accept \$615,000 of the Phase 1 Acquisition Cost as a Contribution (as defined in the Completion Agreement) in full satisfaction of Developer's Infrastructure Contribution Requirement; and (ii) recognize the remaining \$478,944.99¹ in Phase 1 Acquisition Cost as unfunded Costs of the 2023 Project ("**Unfunded Requisition Amount**"), as further set forth in **Exhibit B** attached hereto; and

WHEREAS, pursuant to Section 4.01 of the Supplemental Indenture, the District further desires to recognize that the Unfunded Requisition Amount is eligible to be paid as future funds, if any, are released and deposited into the Series 2023 Acquisition and Construction Account, including but not limited to as a result of satisfying Release Conditions #1 and #2 (as defined in the Supplemental Indenture).

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

¹ Note, the Unfunded Requisition Amount may increase to \$1,005,868.59 once its confirmed that the retainage associated with the Infrastructure has been paid.

SECTION 1. Acceptance of Engineer's Certificate. The District hereby accepts the District Engineer's certificate regarding the Infrastructure attached hereto as **Exhibit A** certifying, *inter alia*, the Infrastructure as complete, the Infrastructure as within the scope of the 2023 Project, and the total Phase 1 Acquisition Costs of the Infrastructure.

SECTION 2. Ratifying Acquisition of Infrastructure and Requisition of Funds. The District hereby ratifies, confirms and approves the acquisition of Infrastructure at the Phase 1 Acquisition Cost amount and requisition of Series 2023 Bond funds in the Requisition Payment amount to acquire such Infrastructure.

SECTION 3. Contribution Recognized. The District hereby recognizes, accepts, and acknowledges \$615,000 of the Phase 1 Acquisition Costs as an infrastructure Contribution in the amount of \$615,000. The District hereby acknowledge that such Contribution satisfies the Developer's Infrastructure Contribution Requirement in full as provided in the Completion Agreement and the Assessment Report.

SECTION 4. Approving Unfunded Requisition Amount; Authorizing Future Requisition. Pursuant to Section 4.01 of the Supplemental Indenture, the District acknowledges and approves \$478,944.99² as the Unfunded Requisition Amount, as further set forth in **Exhibit B**, and authorizes and directs the District's Consulting Engineer and Responsible Officer, as such terms are defined in the Supplemental Indenture, to submit a requisition to pay for the Unfunded Requisition Amount as future funds are released and deposited in the Series 2023 Acquisition and Construction Account.

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

SECTION 6. Effective Date. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[remainder of page left intentionally blank]

² Note, the Unfunded Requisition Amount may increase to \$1,005,868.59 once its confirmed that the retainage associated with the Infrastructure has been paid.

PASSED AND ADOPTED this 23rd day of August 2023.

ATTEST:

**LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

☐ Chairman ☐ Vice Chairman
Board of Supervisors

Exhibit A: Engineer's Certificate Regarding Infrastructure

Exhibit B: Summary Chart of Phase 1 Acquisition Costs

Exhibit A:
Engineer's Certificates Regarding Costs of Infrastructure

**CERTIFICATE OF DISTRICT ENGINEER TO
LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT
REGARDING EAGLETAIL LANDING – PHASE 1 IMPROVEMENTS**

July 25, 2023

Board of Supervisors
Lake Harris Community Development District

Re: Lake Harris Community Development District
Eagletail Landing – Phase 1 Improvements

Ladies and Gentlemen:

The undersigned, a representative of GAI Consultants, Inc. ("**District Engineer**"), as District Engineer for the Lake Harris Community Development District ("**District**"), hereby makes the following certifications in connection with an acquisition of certain Eagletail Landing - Phase 1 improvements (collectively, the "**Improvements**"), as described in **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Improvements, including but not limited to, the forms of agreement, plans, as-builts, applicable permits, and other documents. I, or my authorized agent, have conducted on-site observations of the Improvements, including but not limited to on-going observation of the construction of such Improvements.
2. The Improvements are within the scope of the public infrastructure improvements for Phase 1 of the Master Project as set forth in the *Amended and Restated Master Engineer's Report* dated June 2, 2022, as updated May 18, 2023 (the "**Engineer's Report**"), as may be amended, for the Lake Harris Community Development District, and specially benefits property within the District as further described in the Engineer's Report.
3. The Improvements have been completed in substantial compliance with the applicable permit requirements and in substantial accordance with the permitted plans and specifications, are free from obstruction, and are functional for their intended purpose.
4. The total Acquisition Costs associated with the Improvements are stated in **Exhibit A** attached hereto ("**Acquisition Costs**"). Such Acquisition Costs are equal to or less than each of the following: (i) actual costs paid or caused to be paid by or on behalf of Hanover 623 Holdings, LLC to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements as installed.
5. Copies of plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.

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

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

GAI CONSULTANTS, INC.

By: *[Signature]*

Name: Kathleen Leo, P.E.

Its: *Vice President*

STATE OF FLORIDA

COUNTY OF *Orange*

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this *25th* day of *July*, 2023, by Kathleen Leo, P.E., an authorized representative of GAI Consultants, Inc., who ☒ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)



Jessica Marie Alicea
Notary Public Signature

Jessica Marie Alicea
(Name typed, printed or stamped)
Notary Public, State of *Florida*
Commission No. *HH 408357*
My Commission Expires: *Jun 8, 2027*

Exhibit A

Description of Improvements to be Acquired:

Phase 1 Stormwater: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, and related stormwater facilities in and for the development of Eagletail Landing- Phase 1, all located on portions of the real property described in the following legal description:

TRACTS S-1, S-2, S-3 S-4, C-1, C-2 AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING

Phase 1 Roadway: roadway improvements including paving, curb, gutter, storm piping, and sidewalks located within the roadway, constructed in and for the development of Eagletail Landing – Phase 1, located in the public right-of way known as: Golden Eagle Boulevard, Stellar Sea Way, Broad Wing Loop, Black Kite Avenue and African Fish Court as described in the following legal description:

ALL ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING

Phase 1 Water Utilities and Gas: All water, reclaimed water, wastewater facilities from the points of delivery or connection, including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaimed water mains and lines, publicly owned pipes, lift station improvements and related equipment, primary and secondary gas service systems for the development of Eagletail Landing – Phase 1, located on, over, under and across those portions of the real property described in the following legal description:

ALL ROADWAYS, TRACT L-1, AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AND THAT CERTAIN 10' UTILITY EASEMENTS OF ALONG THE FRONT, AND SOMETIMES SIDES, OF ALL LOTS AND CERTAIN TRACTS ADJACENT TO ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

Description of Related Work Product to be Acquired:

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, 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 above improvements which constitute portions of Series 2023 Project of the Lake Harris Community Development District also known as Eagletail Landings – Phase 1, and Approved September 15, 2021.

Acquisition Costs:

Improvement	Eligible Costs	Retainage (10%)	Acquisition Cost
Master Water Utilities (On-site):			
Sanitary Sewer	\$699,289	\$69,928.90	\$629,360.10
Water Distribution	\$395,831	\$39,583.10	\$356,247.90
Reuse	\$256,068	\$25,606.80	\$230,461.20
Master SMF:			
Pond and Roadway Earthwork	\$2,686,707	\$268,670.70	\$2,418,036.30
On and Offsite Storm Conveyance System	\$566,728	\$56,672.80	\$510,055.20
Gas	\$149,159	—*	\$149,159.00
On-site Roadway	\$664,613	\$66,461.30	\$598,151.70
Total	\$5,418,395	\$526,923.60	\$4,891,471.40 (TOTAL ACQUISITION COST)

*paid in full

NOTE: NTE Acquisition Cost of \$8.7MM authorized (based on estimated costs provided in Engineer's Report) at the Board meeting held April 26, 2023.

Exhibit B:
Summary Chart of Phase 1 Acquisition Costs

Eagletail Landing – Phase 1 Improvements	Eligible Costs	Retainage¹ (10%)	Phase 1 Acquisition Cost
Master Water Utilities (On-site):			
Sanitary Sewer	\$699,289	\$69,928.90	\$629,360.10
Water Distribution	\$395,831	\$39,583.10	\$356,247.90
Reuse	\$256,068	\$25,606.80	\$230,461.20
Master SMF:			
Pond and Roadway Earthwork	\$2,686,707	\$268,670.70	\$2,418,036.30
On & Offsite Storm Conveyance System	\$566,728	\$56,672.80	\$510,055.20
Gas	\$149,159	--	\$149,159.00
On-site Roadway	\$664,613	\$66,461.30	\$598,151.70
Phase 1 Acquisition Cost – TOTAL³	\$5,418,395	\$526,923.60	\$4,891,471.40
(Less) Requisition Payment	(\$3,797,526.41)		(\$3,797,526.41)
(Less) Infrastructure Contribution Requirement ²	(\$615,000.00)	--	(\$615,000.00)
Unfunded Requisition Amount⁵	\$1,005,868.59		\$478,944.99

¹ Any Retainage related to the Phase 1 Acquisition Cost shall be requisitioned by the District only upon notice from the District Engineer that the Retainage has been released to the contractor(s).

² Required Developer Contribution as required and as set forth in that certain Completion Agreement (Series 2023 Bonds – Phases 1 & 2) dated July 6, 2023, and the First Supplemental Assessment Methodology Report for the Series 2023 Bonds, dated June 8, 2023.

³ Note, the Phase 1 Acquisition Costs eligible for payment out of the Series 2023 Acquisition and Construction Account total \$4,891,471.40 (or \$5,418,395 once retainage is paid), which exceeds the amount available for payment in the Series 2023 Acquisition and Construction Account as of the date of the Requisition Payment.

⁵ Represents the remaining Phase 1 Acquisition Cost not paid pursuant to the Requisition Payment or recognized in satisfaction of the Infrastructure Contribution Requirement and eligible to be paid as future funds are released and deposited in the Series 2023 Acquisition and Construction Account, under Section 4.01 of the First Supplemental Trust Indenture, dated as of June 1, 2023, all in accordance therewith.

SECTION X

This instrument was prepared by:

Kutak Rock LLP
107 W College Ave
Tallahassee, Florida 32301

LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT DISCLOSURE OF PUBLIC FINANCE

The Lake Harris Community Development District ("**District**") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 22-30, which was enacted by the City Commission of the City of Leesburg, Florida ("**City**"), which became effective on April 25, 2022. The District currently encompasses approximately 162.53 acres of land located entirely within the City. The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. The District is governed by a five-member Board of Supervisors ("**Board**"), the members of which must be residents of the State and citizens of the United States.

For more information about the District, please visit: <http://www.lakeharriscdd.com>. Alternatively, please contact the District's Manager, c/o 219 East Livingston Street, Orlando, Florida 32801 ("**District Office**").

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management system, utilities (water, sewer, reuse, gas and electrical), offsite improvements, landscape/irrigation/hardscape improvements, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District. To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects.

2023 Bonds & Assessments

On July 6, 2023, the District issued its \$4,485,000 Special Assessment Bonds, Series 2023 (2023 Project Area) ("**Bonds**") to finance a portion of its capital improvement plan known as the "2023 Project" ("**Project**"). The Project includes, among other things, stormwater management infrastructure, water, sewer, gas, and electrical utilities, on and off-site roadway infrastructure, landscape, irrigation, and entry

features. The Project is estimated to cost approximately \$14,194,417, and is described in more detail in the *Amended and Restated Master Engineer's Report*, dated June 2, 2022, as updated May 18, 2023 (**"Engineer's Report"**).

The Bonds are secured by special assessments (**"Assessments"**) levied and imposed on the benefitted lands within the District. The Assessments are further described in the *Master Assessment Methodology Report*, dated July 27, 2022, and as supplemented by the *First Supplemental Assessment Methodology Report for the Series 2023 Bonds*, dated June 8, 2023 (together, the **"Assessment Report"**).

Operation and Maintenance Assessments

In addition to debt service assessments, the District may also impose on an annual basis operations and maintenance assessments (**"O&M Assessments"**), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Lake County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o 219 East Livingston Street, Orlando, Florida 32801. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

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IN WITNESS WHEREOF, the foregoing Disclosure of Public Finance has been executed to be effective as of the 23rd day of August 2023.

WITNESS

**LAKE HARRIS COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT, 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)

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

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A
Legal Description of Boundaries of District

A parcel of land located in the East half of Section 18 and the Northeast quarter of Section 19, in Township 20 South, Range 25 East, Lake County, Florida. Said parcel being more particularly described as follows:

Commence at the East quarter corner of Section 18, Township 20 South, Range 25 East, thence along the East line of the Southeast quarter of Section 18 run South 44° 55' 10" West, 174.53 feet; thence North 59° 21' 38" West, 103.86 feet to the Point of Beginning; thence South 00° 18' 13" West, 28.97 feet; thence South 59° 21' 47" East, 28.97 feet to the Westerly right of way line of No 2 Road; thence along the Westerly right of way line the following three courses; South 00° 16' 09" West, 352.23 feet; thence South 19° 19' 06" East, 37.40 feet; South 00° 09' 16" East, 774.78 feet to the North line of the South half of the Southeast quarter of said Section 18; thence along said North line run North 89° 11' 38" West, 532.64 feet; thence leaving said North line run South 45° 49' 11" West, 140.01 feet to the West line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the said West line run South 00° 49' 40" West, 565.30 feet to the South line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the South line run South 89° 12' 09" East, 410.43 feet to the Westerly right of way line of No. 2 Road; said point being on a curve concave Easterly, having a radius of 465.00 feet, a central angle of 40° 31' 07" and a chord of 322.03 feet that bears South 06° 17' 03" East; thence along the arc of said curve and said Westerly right of way a distance of 328.84 feet to the point of tangency;

Thence continue along said Westerly right of way the following two courses; run South 26° 32' 36" East, 222.98 feet to the point of curvature of a curve to the right, having a radius of 760.00 feet, a central angle of 27° 58' 08" and a chord of 367.32 feet that bears South 12° 33' 32" East; thence along the arc of said curve a distance of 370.99 feet to the point of tangency; thence South 01° 25' 32" West, 451.56 feet to the South line of the North half of the Northeast quarter of the Northeast quarter of Section 19, Township 20 South, Range 25 East; thence along the South line run North 89° 12' 08" West, 1296.66 feet to the West line of the South half of the Northeast quarter of the Northeast quarter of Section 19, Township 20 South, Range 25 East; thence along said West line run South 00° 53' 24" West, 662.10 feet to the South line of the North quarter of the Northeast quarter of Section 19; thence along the South line run North 89° 11' 15" West, 1329.02 feet to the West line of the Northeast quarter of Section 19; thence along said West line run North 00° 02' 23" East, 1323.53 feet to the North quarter corner of Section 19, also being the South quarter corner of the aforesaid Section 18; thence along the West line of the Southeast quarter of Section 18 run North 00° 33' 16" East, 1329.60 feet to the North line of the South half of the Southeast quarter of Section 18; thence along the North line run South 89° 11' 17" East, 1994.70 feet to the East line of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the East line run North 00° 50' 19" East, 664.29 feet to the North line of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the North line run North 89° 10' 24" West, 665.83 feet to West line of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the West line run North 00° 45' 05" East, 689.46 feet to the East line of Rumford Road, a.k.a. County District Road No 2-3220, as maintained at the edge of pavement on August 15, 2021; thence along the East line of Rumford Road the following eight courses; thence North 14° 17' 25" East, 5.23 feet; thence North 21° 41' 22" East, 45.63

feet; thence North 26° 36' 21" East, 51.50 feet; thence North 26° 56' 12" East, 51.79 feet; thence North 27° 29' 30" East, 116.04 feet; thence North 26° 48' 23" East, 67.20 feet; thence North 26° 38' 09" East, 59.46 feet; thence North 26° 47' 09" East, 56.05 feet; thence North 26° 05' 08" East, 38.32 feet to the South right of way line of County Road No. 48; thence along the South line run South 59° 21' 38" East, 1189.78 feet to the Point of Beginning.

Said parcel contains 162.53 acres, more or less.

SECTION XI

SECTION C

SECTION 1

Lake Harris Community Development District

Summary of Check Register

June 22, 2023 to July 13, 2023

Fund	Date	Check No.'s	Amount
General Fund	6/22/23	31-32	\$ 6,645.34
	7/13/23	33-34	\$ 1,768.27
Total Amount			\$ 8,413.61

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
6/22/23	00001	5/01/23 14	202305 310-51300-34000	MANAGEMENT FEES - MAY 23	*	1,562.50	
		5/01/23 14	202305 310-51300-35200	WEBSITE ADMIN - MAY 23	*	100.00	
		5/01/23 14	202305 310-51300-35100	INFORMATION TECH - MAY 23	*	150.00	
		5/01/23 14	202305 310-51300-51000	OFFICE SUPPLIES	*	.09	
		5/01/23 14	202305 310-51300-42000	POSTAGE	*	1.94	
		5/01/23 14	202305 310-51300-42500	COPIES	*	1.80	
		6/01/23 15	202306 310-51300-34000	MANAGEMENT FEES-JUN23	*	1,562.50	
		6/01/23 15	202306 310-51300-35200	WEBSITE ADMIN-JUN23	*	100.00	
		6/01/23 15	202306 310-51300-35100	INFORMATION TECH-JUN23	*	150.00	
		6/01/23 15	202306 310-51300-51000	OFFICE SUPPLIES	*	.06	
		6/01/23 15	202306 310-51300-42000	POSTAGE	*	1.90	
		6/01/23 15	202306 310-51300-42500	COPIES	*	14.55	
GOVERNMENTAL MANAGEMENT SERVICES						3,645.34	000031
6/22/23	00009	6/02/23 24237	202306 310-51300-32200	AUDIT FYE 09/30/2022	*	3,000.00	
GRAU AND ASSOCIATES						3,000.00	000032
7/13/23	00008	5/26/23 2188882	202305 310-51300-31100	ENGINEERING SVCS-MAY23	*	925.00	
GAI CONSULTANTS, INC.						925.00	000033
7/13/23	00005	6/21/23 3238058	202305 310-51300-31500	ATTORNEY SVCS-MAY23	*	843.27	
KUTAK ROCK LLP						843.27	000034
TOTAL FOR BANK A						8,413.61	
TOTAL FOR REGISTER						8,413.61	

LKHA LAKE HARRIS CD CWRIGHT

SECTION 2

Lake Harris
Community Development District

Unaudited Financial Reporting
July 31, 2023



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund</u>
3	<u>Series 2023 Debt Service Fund</u>
4	<u>Series 2023 Capital Project Fund</u>
5	<u>Month to Month</u>
6	<u>Long Term Debt Report</u>

Lake Harris
Community Development District
Combined Balance Sheet
July 31, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 6,509	\$ -	\$ -	\$ 6,509
Series 2023:				
Reserve	\$ -	\$ 308,247	\$ -	\$ 308,247
Interest	\$ -	\$ 77,762	\$ -	\$ 77,762
Construction	\$ -	\$ -	\$ 3,815,231	\$ 3,815,231
Cost of Issuance	\$ -	\$ -	\$ 6,225	\$ 6,225
Due from Developer	\$ 7,087	\$ -	\$ -	\$ 7,087
Total Assets	\$ 13,596	\$ 386,009	\$ 3,821,456	\$ 4,221,061
Liabilities:				
Accounts Payable	\$ 7,907	\$ -	\$ -	\$ 7,907
Total Liabilities	\$ 7,907	\$ -	\$ -	\$ 7,907
Fund Balance:				
Assigned:				
Debt Service - Series 2023	\$ -	\$ 386,009	\$ -	\$ 386,009
Capital Projects Fund	\$ -	\$ -	\$ 3,821,456	\$ 3,821,456
Unassigned	\$ 5,690	\$ -	\$ -	\$ 5,690
Total Fund Balances	\$ 5,690	\$ 386,009	\$ 3,821,456	\$ 4,213,155
Total Liabilities & Fund Balance	\$ 13,596	\$ 386,009	\$ 3,821,456	\$ 4,221,061

Lake Harris
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/23	Thru 07/31/23	Variance
<u>Revenues:</u>				
Developer Contributions	\$ 135,210	\$ 39,105	\$ 39,105	\$ -
Total Revenues	\$ 135,210	\$ 39,105	\$ 39,105	\$ -
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 10,000	\$ 600	\$ 9,400
FICA Expense	\$ 900	\$ 750	\$ 46	\$ 704
Engineering	\$ 15,000	\$ 12,500	\$ 4,203	\$ 8,298
Attorney	\$ 25,000	\$ 20,833	\$ 8,203	\$ 12,630
Annual Audit	\$ 4,000	\$ 4,000	\$ 3,000	\$ 1,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,600	\$ -	\$ -	\$ -
Management Fees	\$ 37,500	\$ 31,250	\$ 15,625	\$ 15,625
Information Technology	\$ 1,800	\$ 1,500	\$ 1,500	\$ -
Website Maintenance	\$ 1,200	\$ 1,200	\$ 2,650	\$ (1,450)
Telephone	\$ 300	\$ 250	\$ -	\$ 250
Postage & Delivery	\$ 1,000	\$ 833	\$ 43	\$ 791
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 833	\$ 79	\$ 755
Legal Advertising	\$ 10,000	\$ 8,333	\$ 341	\$ 7,992
Other Current Charges	\$ 5,000	\$ 4,167	\$ 38	\$ 4,129
Office Supplies	\$ 625	\$ 521	\$ 1	\$ 520
Travel Per Diem	\$ 660	\$ 550	\$ -	\$ 550
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total Expenditures	\$ 135,210	\$ 102,696	\$ 41,503	\$ 61,193
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (2,399)	
Fund Balance - Beginning	\$ -		\$ 8,088	
Fund Balance - Ending	\$ -		\$ 5,690	

Lake Harris

Community Development District

Debt Service Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -
Principal Expense - 5/1	\$ -	\$ -	\$ -	\$ -
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses):				
Bond Proceeds	\$ -	\$ -	\$ 386,009	\$ 386,009
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 386,009	\$ 386,009
Net Change in Fund Balance	\$ -	\$ -	\$ 386,009	\$ 386,009
Fund Balance - Beginning	\$ -	\$ -	\$ -	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 386,009	\$ 386,009

Lake Harris
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 281,556	\$ (281,556)
Total Expenditures	\$ -	\$ -	\$ 281,556	\$ (281,556)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (281,556)	
<u>Other Financing Sources/(Uses):</u>				
Bond Proceed	\$ -	\$ -	\$ 4,098,991	\$ 4,098,991
Issue Discount	\$ -	\$ -	\$ (5,085)	\$ (5,085)
Developer Advances	\$ -	\$ -	\$ 9,106	\$ 9,106
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 4,103,012	\$ 4,103,012
Net Change in Fund Balance	\$ -	\$ -	\$ 3,821,456	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 3,821,456	

Lake Harris
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 5,125	\$ -	\$ 5,511	\$ -	\$ 5,345	\$ 1,564	\$ 5,283	\$ 2,161	\$ 7,028	\$ 7,087	\$ -	\$ -	\$ 39,105
Total Revenues	\$ 5,125	\$ -	\$ 5,511	\$ -	\$ 5,345	\$ 1,564	\$ 5,283	\$ 2,161	\$ 7,028	\$ 7,087	\$ -	\$ -	\$ 39,105
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 200	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ 600
FICA Expense	\$ -	\$ 15	\$ -	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ 46
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,035	\$ 345	\$ 925	\$ 863	\$ 1,035	\$ -	\$ -	\$ 4,203
Dissemination Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 379	\$ 202	\$ -	\$ 2,156	\$ 434	\$ -	\$ 2,362	\$ 843	\$ 1,828	\$ -	\$ -	\$ -	\$ 8,203
Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000
Management Fees	\$ 1,563	\$ 1,563	\$ 1,563	\$ 1,563	\$ 1,563	\$ 1,563	\$ 1,563	\$ 1,563	\$ 1,563	\$ 1,563	\$ -	\$ -	\$ 15,625
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ 1,500
Website Maintenance	\$ -	\$ 1,850	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ 2,650
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 14	\$ 1	\$ 4	\$ 11	\$ 6	\$ 1	\$ 2	\$ 2	\$ 2	\$ 1	\$ -	\$ -	\$ 43
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Printing & Binding	\$ 2	\$ 6	\$ -	\$ 0	\$ 47	\$ -	\$ -	\$ 2	\$ 15	\$ 6	\$ -	\$ -	\$ 79
Legal Advertising	\$ 105	\$ 122	\$ -	\$ 114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38	\$ -	\$ -	\$ 38
Office Supplies	\$ 0	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ 1
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total Expenditures	\$ 7,387	\$ 4,109	\$ 1,817	\$ 4,094	\$ 2,514	\$ 2,849	\$ 4,521	\$ 3,585	\$ 7,735	\$ 2,892	\$ -	\$ -	\$ 41,503
Excess (Deficiency) of Revenues over Expenditures	\$ (2,262)	\$ (4,109)	\$ 3,695	\$ (4,094)	\$ 2,831	\$ (1,285)	\$ 761	\$ (1,423)	\$ (707)	\$ 4,195	\$ -	\$ -	\$ (2,399)

Lake Harris

Community Development District

Long Term Debt Report

Series 2023, Special Assessment Revenue Bonds		
Interest Rate:	4.700%, 5.375%, 5.625%	
Maturity Date:	5/1/2053	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$308,247	
Reserve Fund Balance	\$308,247	
Bonds Outstanding - 7/6/2023		\$4,485,000
Current Bonds Outstanding		\$4,485,000

SECTION 3

REQUISITION

LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Lake Harris 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 U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of June 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 1
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Kutak Rock LLP
- (D) Amount Payable: \$6,142.50
- (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 # 3252926 – Construction Legal services for Jan thru June 2023
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund (including moneys transferred or to be transferred therein pursuant to the terms of the Indenture).

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 2023 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2023 Project; and
- 4. each disbursement represents a Cost of 2023 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.

LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2023 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Kathleen S. Leo

Digitally signed by Kathleen S.
Leo
DN:
E=K.Leo@gaiconsultants.com,
CN=Kathleen S. Leo
Date: 2023.08.07
14:17:35-04'00'

Consulting Engineer

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

July 24, 2023

RECEIVED**JUL 26 2023****Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3252926

Client Matter No. 26923-3

Notification Email: eftgroup@kutakrock.com

Lake Harris CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3252926

26923-3

Re: Construction

For Professional Legal Services Rendered

01/12/23	S. Sandy	0.10	32.00	Attend project status call
01/18/23	M. Rigoni	1.60	440.00	Prepare draft acquisition agreement
01/18/23	D. Wilbourn	1.00	170.00	Review and provide comment on draft plat
01/19/23	M. Rigoni	0.10	27.50	Confer with Orosz and Iorio regarding proposed acquisition agreement
01/25/23	S. Sandy	0.30	96.00	Confer with Beasley regarding construction status and project acquisition; conduct follow-up regarding same
01/27/23	S. Sandy	1.10	352.00	Review Phase 1 plat
02/08/23	S. Sandy	0.30	96.00	Confer with Wilbourn regarding Phase 1 acquisition
02/09/23	S. Sandy	0.20	64.00	Attend project status call
02/09/23	D. Wilbourn	1.00	170.00	Prepare acquisition checklist for Phase 1 infrastructure; communications with district manager
03/09/23	S. Sandy	0.20	64.00	Facilitate acquisition
03/10/23	D. Wilbourn	0.40	68.00	Update acquisition checklist
03/23/23	S. Sandy	0.90	288.00	Prepare for and attend project status

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

KUTAK ROCK LLP

Lake Harris CDD

July 24, 2023

Client Matter No. 26923-3

Invoice No. 3252926

Page 2

03/23/23	D. Wilbourn	0.50	85.00	call; confer with Leo and Reddeck regarding Phase 1 acquisition; conduct follow-up regarding same
04/18/23	S. Sandy	0.10	32.00	Communications regarding acquisition documents and platting
04/19/23	S. Sandy	0.20	64.00	Follow-up regarding Phase 1 acquisition
04/20/23	S. Sandy	0.20	64.00	Confer with Leo regarding Phase 1 acquisition
04/20/23	D. Wilbourn	0.70	119.00	Prepare for and attend project status call
04/26/23	S. Sandy	0.70	224.00	Prepare form of bill of sale and deed for Phase 1 improvements
04/26/23	D. Wilbourn	0.50	85.00	Facilitate Phase 1 acquisition; confer with Leo regarding same
06/15/23	M. Rigoni	0.30	82.50	Prepare Phase 1 acquisition documents
06/15/23	S. Sandy	0.50	160.00	Update development and financing status chart; attend financing status call; confer with Sandy regarding Phase 1 acquisition
06/20/23	D. Wilbourn	0.90	153.00	Confer regarding status; prepare documents for Phase 1 acquisition
06/21/23	M. Rigoni	3.70	1,017.50	Prepare Phase 1 acquisition documents
06/21/23	S. Sandy	1.00	320.00	Review status of Phase 1 acquisition documents; confer with Leo and Beasley; update acquisition documents
06/21/23	D. Wilbourn	0.40	68.00	Prepare for and attend conference call regarding Phase 1 acquisition; conduct follow-up regarding same
06/22/23	M. Rigoni	0.60	165.00	Revise acquisition documents
06/22/23	S. Sandy	0.30	96.00	Review back-up documents for acquisition; confer with Beasley; work session with Wilbourn regarding acquisition documents
06/23/23	M. Rigoni	0.20	55.00	Confer regarding Phase 1 acquisition and Phase 2 plat
				Confer with Leo

KUTAK ROCK LLP

Lake Harris CDD

July 24, 2023

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Invoice No. 3252926

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06/26/23	M. Rigoni	1.80	495.00	Review acquisition costs; work session with Sandy; confer with Leo and Beasley
06/28/23	M. Rigoni	1.50	412.50	Review acquisition supporting documents; confer with Leo and Beasley
06/30/23	M. Rigoni	2.10	577.50	Review additional documentation from Leo and Beasley for Phase 1 acquisition; revise acquisition documents

TOTAL HOURS 23.40**TOTAL FOR SERVICES RENDERED** \$6,142.50**TOTAL CURRENT AMOUNT DUE** \$6,142.50

the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million (1990–1999) and is projected to increase by a further 1.5 million by 2010 (Office of National Statistics 2000).

There is a growing awareness of the need to develop strategies to meet the needs of the ageing population. The Department of Health (2000) has identified the need to develop a 'new paradigm' of care for the ageing population, one that is based on the concept of 'active ageing'. This paradigm is based on the idea that older people should be able to live independently, to participate in social and community activities, and to maintain their physical and mental health.

The Department of Health (2000) has identified a number of key areas for action in order to achieve this paradigm. These include: (1) the need to improve the physical and mental health of older people; (2) the need to improve the social and community participation of older people; and (3) the need to improve the independence of older people.

One of the key areas for action is the need to improve the physical and mental health of older people. This is because poor physical and mental health can lead to a loss of independence and a reduced ability to participate in social and community activities. The Department of Health (2000) has identified a number of key areas for action in order to improve the physical and mental health of older people. These include: (1) the need to improve the physical health of older people; (2) the need to improve the mental health of older people; and (3) the need to improve the physical and mental health of older people.

The Department of Health (2000) has identified a number of key areas for action in order to improve the social and community participation of older people. These include: (1) the need to improve the social and community participation of older people; (2) the need to improve the social and community participation of older people; and (3) the need to improve the social and community participation of older people.

The Department of Health (2000) has identified a number of key areas for action in order to improve the independence of older people. These include: (1) the need to improve the independence of older people; (2) the need to improve the independence of older people; and (3) the need to improve the independence of older people.

The Department of Health (2000) has identified a number of key areas for action in order to improve the independence of older people. These include: (1) the need to improve the independence of older people; (2) the need to improve the independence of older people; and (3) the need to improve the independence of older people.

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The Department of Health (2000) has identified a number of key areas for action in order to improve the independence of older people. These include: (1) the need to improve the independence of older people; (2) the need to improve the independence of older people; and (3) the need to improve the independence of older people.

The Department of Health (2000) has identified a number of key areas for action in order to improve the independence of older people. These include: (1) the need to improve the independence of older people; (2) the need to improve the independence of older people; and (3) the need to improve the independence of older people.

REQUISITION

LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Lake Harris 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 U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of June 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 2
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Kutak Rock LLP
- (D) Amount Payable: \$7,411.50
- (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 # 3264160 – Construction Legal services for July 2023
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund (including moneys transferred or to be transferred therein pursuant to the terms of the Indenture).

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 2023 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2023 Project; and
4. each disbursement represents a Cost of 2023 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.

LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT

By:


Responsible Officer


Date:

8/8/23

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2023 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Kathleen S. Leo


Digitally signed by Kathleen S. Leo
DN:
E=K.Leo@galiconsultants.com,
CN=Kathleen S. Leo
Date: 2023.08.07 14:17:13-04'00'

Consulting Engineer

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 7, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3264160

Client Matter No. 26923-3

Notification Email: eftgroup@kutakrock.com

Lake Harris CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3264160

26923-3

Re: Construction

For Professional Legal Services Rendered

07/03/23	M. Rigoni	0.80	220.00	Review Phase 2 preliminary plat and provide comments
07/05/23	S. Sandy	2.50	800.00	Review Phase 1 plat and Phase 2 pat; prepare Phase 1 acquisition documents; review correspondence and documentation regarding same
07/06/23	M. Rigoni	4.90	1,347.50	Work session with Sandy; revise Phase 1 acquisition-related items; confer with Leo
07/06/23	S. Sandy	1.50	480.00	Facilitate Phase 1 acquisition; confer regarding offsite roadway improvements
07/07/23	M. Rigoni	0.30	82.50	Confer with Iorio, Leo and Beasley regarding off-site improvements
07/10/23	S. Sandy	0.20	64.00	Confer regarding Phase 1 acquisition
07/11/23	M. Rigoni	5.70	1,567.50	Review comments on acquisition documents from Leo; prepare acquisition documents and facilitate finalization of same with Leo,

KUTAK ROCK LLP

Lake Harris CDD

August 7, 2023

Client Matter No. 26923-3

Invoice No. 3264160

Page 2

07/11/23	S. Sandy	0.30	96.00	Beasley and Tran
07/13/23	M. Rigoni	0.40	110.00	Confer with Rigoni
				Revise Verlander release; revise affidavit of costs paid; confer with Tran regarding revised documents; confer with Leo regarding GAI's documents
07/14/23	M. Rigoni	0.80	220.00	Confer with Sandy, Tran and Leo regarding acquisition scope
07/14/23	S. Sandy	0.30	96.00	Confer regarding Phase 1 acquisition
07/18/23	M. Rigoni	0.30	82.50	Revise improvement costs and description per developer confirmation; confer with Leo
07/21/23	M. Rigoni	0.40	110.00	Follow-up with Leo; revise professional release for Maser per comments; confer with Tran
07/21/23	S. Sandy	0.10	32.00	Review Colliers Warranty and Release
07/24/23	M. Rigoni	0.30	82.50	Revise engineer's certificate and acquisition checklist; confer with Leo and Tran
07/25/23	M. Rigoni	0.60	165.00	Update development status chart; review executed engineer's certificate for Phase 1 acquisition; facilitate finalization of acquisition
07/26/23	M. Rigoni	0.20	55.00	Confer with Allen regarding Dewberry release
07/26/23	S. Sandy	0.10	32.00	Confer regarding status
07/26/23	D. Wilbourn	1.50	255.00	Compile and organize acquisition notebook
07/28/23	S. Sandy	0.20	64.00	Confer regarding status of acquisition
07/31/23	M. Rigoni	2.60	715.00	Review acquisition notebook up to date; review request for changes to Hughes Brothers releases and edit same
07/31/23	S. Sandy	0.60	192.00	Review Hughes Brothers release documents; confer with Rigoni regarding same
07/31/23	D. Wilbourn	0.70	119.00	Compile and manage executed Phase 1 acquisition documents

KUTAK ROCK LLP

Lake Harris CDD

August 7, 2023

Client Matter No. 26923-3

Invoice No. 3264160

Page 3

08/02/23	M. Rigoni	0.50	137.50	Review FDEP and water management district permit status and confer with Beasley
08/03/23	D. Wilbourn	0.60	102.00	Compile final acquisition documents
08/04/23	M. Rigoni	0.30	82.50	Review Hughes signed documents; confer with Leo
08/04/23	D. Wilbourn	0.60	102.00	Compile and organize executed acquisition documents

TOTAL HOURS	27.30
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TOTAL FOR SERVICES RENDERED	\$7,411.50
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TOTAL CURRENT AMOUNT DUE	<u>\$7,411.50</u>
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REQUISITION

LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Lake Harris 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 U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of June 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Identify Acquisition Agreement, if applicable; *Amended & Restated Acquisition Agreement (Master Project), Effective February 2, 2023*
- (C) Name of Payee: HLC Edge Holdings, LLC
Pay per attached wiring instructions
Contact: Scott Hoopes (407) 988-1409
- (D) Amount Payable: \$3,797,526.41 plus all residual interest in the Series 2023 Acquisition and Construction Account

NOTE: Summary of eligible Acquisition Cost and Amount Payable requested hereunder below. See Table 1 attached hereto for additional information.

<i>Phase 1 Acquisition Cost (Total Eligible)</i>	\$4,276,471.40
<i>Amount Payable by this Requisition (Estimated)</i>	\$3,797,526.41
<i>Unfunded Requisition Amount</i>	\$478,944.99

- (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 Eagletail Landing – Phase 1 Improvements

- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund (including moneys transferred or to be transferred therein pursuant to the terms of the Indenture).

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 2023 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2023 Project; and
4. each disbursement represents a Cost of 2023 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.

LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 8/18/27

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2023 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Kathleen S. Leo
Consulting Engineer


Digitally signed by Kathleen S. Leo
DN: cn=Kathleen S. Leo, email=K.Leo@galconsultants.com, c=US
Date: 2023.08.18 09:57:31-0400

TABLE 1:
Summary of Phase 1 Acquisition Costs

Eagletail Landing – Phase 1 Improvements	Eligible Costs	Retainage¹ (10%)	Acquisition Cost
Master Water Utilities (On-site):			
Sanitary Sewer	\$699,289	\$69,928.90	\$629,360.10
Water Distribution	\$395,831	\$39,583.10	\$356,247.90
Reuse	\$256,068	\$25,606.80	\$230,461.20
Master SMF:			
Pond and Roadway Earthwork	\$2,686,707	\$268,670.70	\$2,418,036.30
On & Offsite Storm Conveyance System	\$566,728	\$56,672.80	\$510,055.20
Gas	\$149,159	--	\$149,159.00
On-site Roadway	\$664,613	\$66,461.30	\$598,151.70
Sub-TOTAL	\$5,418,395	\$526,923.60	\$4,891,471.40
Less Required Developer Contribution ²	(\$615,000.00)	--	(\$615,000.00)
TOTAL	\$4,803,395		\$4,276,471.40
Phase 1 Acquisition Cost ³ – TOTAL ELIGIBLE	\$4,803,395		\$4,276,471.40
Less Amount Payable by this Requisition ⁴	(\$3,797,526.41)		(\$3,797,526.41)
Total	\$1,005,868.59		\$478,944.99
Unfunded Requisition Amount ⁵	\$1,005,868.59		\$478,944.99

Table 1 Footnotes:

¹ Any Retainage related to the Acquisition Cost shall be requisitioned by the District only upon notice from the District Engineer that the Retainage has been released to the contractor(s).

² Required Developer Contribution as required and as set forth in that certain Completion Agreement (Series 2023 Bonds – Phases 1 & 2) dated July 6, 2023, and the First Supplemental Assessment Methodology Report for the Series 2023 Bonds, dated June 8, 2023.

³ Note, this Requisition represents Acquisition Cost for the Eagletail Landing – Phase 1 Improvements eligible for payment out of the Series 2023 Acquisition and Construction Account in the total amount of \$4,891,471.40 (or \$5,418,395 once retainage is paid), which exceeds the amount available for payment in the Series 2023 Acquisition and Construction Account as of the date of this Requisition.

⁴Represents estimated balance of the Series 2023 Acquisition and Construction Account, plus all residual interest on the Series 2023 Acquisition and Construction Account, as of the date of payment of this Requisition. Final amount to be determined by Trustee on the date of payment.

⁵ Represents the remaining Acquisition Cost not paid pursuant to this Requisition and eligible to be paid as future funds are released and deposited in the Series 2023 Acquisition and Construction Account, under Section 4.01 of the First Supplemental Trust Indenture, dated as of June 1, 2023, all in accordance therewith.

DOCUMENT CHECKLIST FOR LAKE HARRIS CDD
EAGLETAIL LANDING - PHASE 1 ACQUISITION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

	<i>CDD DOCUMENTS (Kutak to draft for Developer approval/signature)</i>
<input checked="" type="checkbox"/>	<i>Letter from Hanover 623 Holdings, LLC Requesting Acquisition</i>
<input checked="" type="checkbox"/>	<i>Affidavit of Costs Paid</i>
<input checked="" type="checkbox"/>	<i>Affidavit for Deed</i>
	<i>Special Warranty Deed</i> <input checked="" type="checkbox"/> Developer to CDD (Stormwater Ponds, Conservation Tracts & Private Drainage Easements) <i>Quit Claim Deed</i> <input checked="" type="checkbox"/> HOA to CDD (Stormwater Ponds, Conservation Tracts & Private Drainage Easements)
<input checked="" type="checkbox"/>	<i>Contractor Release & Warranty Agreements</i> – These documents acknowledge that the District may rely upon any work product being acquired and is entitled to any warranties and rights under the respective work product and improvement contracts. Contractors (Improvements) <input checked="" type="checkbox"/> Hughes Brothers (Site Work) Professionals (WP) <input checked="" type="checkbox"/> GAI Consulting (Engineering) <input checked="" type="checkbox"/> Maser Consulting (Survey) <input checked="" type="checkbox"/> TMC (Traffic Design Due Diligence)
<input checked="" type="checkbox"/>	<i>Release of Restrictions for As-Builts. (sitework only)</i> Contractors <input checked="" type="checkbox"/> Hughes Brothers (Water, Stormwater, Roadway)
<input checked="" type="checkbox"/>	<i>Lien Release(s)</i> – upon final payment Contractors <input checked="" type="checkbox"/> Hughes Brothers (Site Work)
<input type="checkbox"/>	<i>Bills of Sale</i> <input checked="" type="checkbox"/> Developer to CDD (All improvements + Work Product) <input type="checkbox"/> CDD to City (for Sanitary/Water Distribution/Reuse and Gas Utilities, ROWs including Sidewalk)
<input checked="" type="checkbox"/>	<i>Engineering Certification</i> – Certification from the District Engineer regarding the acquisition of Improvements and Work Product

<input type="checkbox"/>	<i>Requisition</i> – to be submitted to Trustee upon acquisition completion, against Series 2023 Acquisition and Construction Account (for Acquisition Cost of \$4,891,471.40 against Total Construction Funds - \$3,815,231)
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	SUPPORTING DOCUMENTS
<input checked="" type="checkbox"/>	<p><i>Contract(s) for Construction and Professional Services</i> - A copy of any contract(s) entered into by and between the developer and the construction contractor under which the District Improvement was constructed.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Hughes Brothers (Site Work for Water, SMF, Electrical, Roadway) <input checked="" type="checkbox"/> GAI Consulting (Engineering) <input checked="" type="checkbox"/> Maser Consulting (Survey) <input checked="" type="checkbox"/> TMC (Traffic Design)
<input checked="" type="checkbox"/>	<p><i>Documentation of Costs Paid</i> – Includes copies of pay applications, cancelled checks, etc.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Hughes Brothers (Site Work for Water, SMF, Electrical, Roadway) – see Pay App 22 (includes all qualified under Acquisition Cost; confirmed by Kathy Leo) <input checked="" type="checkbox"/> City of Leesburg (Gas) – see Phase 1 Gas Invoice with Check
<input type="checkbox"/>	<i>Copy of Warranty/Maintenance Bond</i> – none
<input checked="" type="checkbox"/>	<p><i>As-Builts</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Potable Water <input checked="" type="checkbox"/> Reuse Water <input checked="" type="checkbox"/> Sanitary Sewer <input checked="" type="checkbox"/> Stormwater Facilities
<input type="checkbox"/>	<p><i>Final Inspections and Agency Sign-Off</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> City - performed walk through with City on 8/1/2023 with some corrections; COC anticipated in 2 weeks from 8/1/2023 <input checked="" type="checkbox"/> FDEP <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Water – partial clearance, but total clearance with respect to the entire Phase 1 <input checked="" type="checkbox"/> Sewer – Permit in Hanover name, for all phases of the project; will remain in Hanover name until all phases have been constructed <input checked="" type="checkbox"/> SJRWMD - Permit in Hanover name, for all phases of the project; will remain in Hanover name until all phases have been constructed

July 13, 2023

Lake Harris Community Development District
c/o George Flint, District Manager
Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

Re: Lake Harris Community Development District (the “District”)
Acquisition of Eagletail Landing – Phase 1 Improvements

Dear George:

Pursuant to the *Agreement between the Lake Harris Community Development District and Hanover 623 Holdings, LLC, Regarding the Acquisition of Certain Work Product, Improvements and Real Property*, dated February 2, 2023, as amended and restated by that certain *Amended and Restated Acquisition Agreement (Master Project)*, effective as of February 2, 2023, you are hereby notified that Hanover 623 Holdings, LLC (“**Hanover**”), has completed and wishes to sell to the Lake Harris Community Development District (the “**District**”) those certain improvements described in **Exhibit A** attached hereto (the “**Improvements**”).

Hanover wishes to convey the Improvements, which were included in the District’s *Amended and Restated Master Engineer’s Report* dated June 2, 2022, as updated May 18, 2023 (the “**Engineer’s Report**”), to the District in exchange for the payment of the sum of **\$4,891,471.40** as more particularly described in **Exhibit A** attached hereto, representing the actual cost of constructing the Improvements (the “**Acquisition Cost**”). Please requisition the amount of the Acquisition Cost to HLC Edge, LLC on Hanover’s behalf.

Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractor(s) (balance to finish and retainage), including the approximate amount of the Retainage shown in **Exhibit A**. Hanover acknowledges that any Retainage related to the Acquisition Cost shall be requisitioned by the District only upon notice from the District Engineer that the Retainage has been released to the contractor(s) or Hanover shall be fully responsible for payment of same. Hanover agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Additionally, to the extent the Acquisition Cost exceeds the amounts available for payment of such in the District’s Series 2023 Acquisition and Construction Account at the time of requisition, the District requests unpaid portions of the Acquisition Cost be (i) first, applied against the Hanover’s required Developer Contribution;¹ and (ii) second, treated as an unfunded requisition and paid as future funds are deposited in the Series 2023 Acquisition and Construction Account, including but not limited to any residual interest and/or Series 2023 Reserve Account release amounts.²

¹ As required and as set forth in that certain Completion Agreement (Series 2023 Bonds – Phases 1 & 2) dated July 6, 2023, and the First Supplemental Assessment Methodology Report for the Series 2023 Bonds, dated June 8, 2023.

² All as further provided in Section 4.01 of the First Supplemental Trust Indenture, dated as of June 1, 2023.

Hanover herein requests that funds in the amount of the Acquisition Cost be made payable to Hanover from the proceeds of the Series 2023 Bonds.

Sincerely,

HANOVER 623 HOLDINGS, LLC

By: Hanover Land Company, LLC, its Manager

By: 
Name: Stephen W. Orosz
Its: Vice President

cc: District Counsel
District Engineer

Enclosure

Exhibit A

Acquisition Costs:

Improvement	Eligible Costs	Retainage (10%)	Acquisition Cost
Master Water Utilities (On-site):			
Sanitary Sewer	\$699,289	\$69,928.90	\$629,360.10
Water Distribution	\$395,831	\$39,583.10	\$356,247.90
Reuse	\$256,068	\$25,606.80	\$230,461.20
Master SMF:			
Pond and Roadway Earthwork	\$2,686,707	\$268,670.70	\$2,418,036.30
On and Offsite Storm Conveyance System	\$566,728	\$56,672.80	\$510,055.20
Gas	\$149,159	--*	\$149,159.00
On-site Roadway	\$664,613	\$66,461.30	\$598,151.70
Total	\$5,418,395	\$526,923.60	\$4,891,471.40 (TOTAL ACQUISITION COST)

*paid in full

NOTE: NTE Acquisition Cost of \$8.7MM authorized (based on estimated costs provided in Engineer's Report) at the Board meeting held April 26, 2023.

Description of Improvements to be Acquired:

Phase 1 Stormwater: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, and related stormwater facilities in and for the development of Eagletail Landing- Phase 1, all located on portions of the real property described in the following legal description:

TRACTS S-1, S-2, S-3 S-4, C-1, C-2 AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING

Phase 1 Roadway: roadway improvements including paving, curb, gutter, storm piping, and sidewalks located within the roadway, constructed in and for the development of Eagletail Landing – Phase 1, located in the public right-of way known as: Golden Eagle Boulevard, Stellar Sea Way, Broad Wing Loop, Black Kite Avenue and African Fish Court as described in the following legal description:

ALL ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING

Phase 1 Water Utilities and Gas: All water, reclaimed water, wastewater facilities from the points of delivery or connection, including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaimed water mains and lines, publicly owned pipes, lift station improvements and related equipment, primary and secondary gas service systems for the development of Eagletail Landing – Phase 1, located on, over, under and across those portions of the real property described in the following legal description:

ALL ROADWAYS, TRACT L-1, AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AND THAT CERTAIN 10' UTILITY EASEMENTS OF ALONG THE FRONT, AND SOMETIMES SIDES, OF ALL LOTS AND CERTAIN TRACTS ADJACENT TO ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

Description of Related Work Product to be Acquired:

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, 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 above improvements which constitute portions of Series 2023 Project of the Lake Harris Community Development District also known as Eagletail Landings – Phase 1, and Approved September 15, 2021.

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA

COUNTY OF Orange

I, Andrew Orosz, as Vice President of Hanover Land Company, LLC, as Manager of Hanover 623 Holdings, LLC, a Florida limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Stephen Orosz, and I am Vice President of Hanover Land Company, LLC, as Manager of Hanover 623 Holdings, LLC, a Florida limited liability company (the “Developer”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Lake Harris Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“District”).
4. The District’s *Amended and Restated Master Engineer’s Report* dated June 2, 2022, as updated May 18, 2023 (the “**Engineer’s Report**”), describes certain public infrastructure improvements and/or work product 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*.
5. Pursuant to contracts in place between Developer and certain contractors and construction related professionals, as may be more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop improvements that are included and described in the Engineer’s Report and are part of the District’s capital improvement plan. The attached **Exhibit A** accurately identifies the completed improvements and states, at least in part, the amounts that Developer has spent on the completed improvements.
6. Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractor(s) (balance to finish and retainage), including the approximate amount of the Retainage shown in **Exhibit A**. Hanover acknowledges that any Retainage related to the Acquisition Cost shall be requisitioned by the District only upon notice from the District Engineer that the Retainage has been released to the contractor(s) or Hanover shall be fully responsible for payment of same. Hanover agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer’s Report.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 13 day of July, 2023.

HANOVER 623 HOLDINGS, LLC

By: Hanover Land Company, LLC, its Manager

By: [Signature]
Name Stephen W. Orosz
Its: Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of July, 2023, by Stephen Orosz, as Vice President of Hanover Land Company, LLC, a Florida limited liability company, as Manager of Hanover 623 Holdings, LLC, a Florida limited liability company, on behalf of said company and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

[Signature]
Notary Public Signature
Douglas S. Boasler
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. HH 180579
My Commission Expires: 9/29/25

Exhibit A
Identification of Improvements

Acquisition Costs:

Improvement	Eligible Costs	Retainage (10%)	Acquisition Cost
Master Water Utilities (On-site):			
Sanitary Sewer	\$699,289	\$69,928.90	\$629,360.10
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Master SMF:			
Pond and Roadway Earthwork	\$2,686,707	\$268,670.70	\$2,418,036.30
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Total	\$5,418,395	\$526,923.60	\$4,891,471.40 (TOTAL ACQUISITION COST)

*paid in full

NOTE: NTE Acquisition Cost of \$8.7MM authorized (based on estimated costs provided in Engineer's Report) at the Board meeting held April 26, 2023.

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TRACTS S-1, S-2, S-3 S-4, C-1, C-2 AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING

Phase 1 Roadway: roadway improvements including paving, curb, gutter, storm piping, and sidewalks located within the roadway, constructed in and for the development of Eagletail Landing – Phase 1, located in the public right-of way known as: Golden Eagle Boulevard, Stellar Sea Way, Broad Wing Loop, Black Kite Avenue and African Fish Court as described in the following legal description:
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ALSO INCLUDING

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ALL ROADWAYS, TRACT L-1, AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AND THAT CERTAIN 10' UTILITY EASEMENTS OF ALONG THE FRONT, AND SOMETIMES SIDES, OF ALL LOTS AND CERTAIN TRACTS ADJACENT TO ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

Description of Related Work Product to be Acquired:

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, 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 above improvements which constitute portions of Series 2023 Project of the Lake Harris Community Development District also known as Eagletail Landings – Phase 1, and Approved September 15, 2021.

AFFIDAVIT FOR DEED

STATE OF Florida
COUNTY OF Orange

I, Stephen W. Orosz ("Affiant"), on being duly sworn, state:

1. I am a Vice President of **HANOVER LAND COMPANY, LLC**, a Florida limited liability company and Manager of **HANOVER 623 HOLDINGS, LLC**, a Florida limited liability company (the "Company").

2. The management of the Company is vested in Affiant.

3. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise. The Company has never been a debtor in a bankruptcy proceeding.

4. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached **Exhibit A** (the "Property") or any interests therein.

5. On behalf of the Company, I am authorized to execute, acknowledge, and deliver instruments of any kind that are necessary, convenient, or incidental to the transfer of any interest in real property owned or controlled by the Company.

6. On behalf of the Company, I acknowledge this affidavit may be relied upon by the Lake Lizzie Community Development District (the "District") for the purpose of acquiring the Property and specifically consent to such reliance by the District.

Executed this 13 day of July, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 13 day of July, 2023, by Stephen W. Orosz, as Vice President, of Hanover Land Company, LLC, a Florida limited liability company, as Manager of Hanover 623 Holdings, LLC, a Florida limited liability company, on behalf of the company.



[notary seal]

(Official Notary Signature & Seal)

Name: Douglas S. Beasley

Personally Known Stephen Orosz

OR Produced Identification _____

Type of Identification _____

Exhibit "A"
Legal Description

TRACTS S-1, S-2, S-3 S-4, C-1, C-2 AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED
WITH GRANT OF NON-EXCLUSIVE, PERPETUAL EASEMENT

July **THIS SPECIAL WARRANTY DEED** is executed as of this 13 day of _____ 2023, by **HANOVER 623 HOLDINGS, LLC**, a Florida limited liability company, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803, (hereinafter called the "Grantor"), in favor of **LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "Grantee").

[Wherever used herein, the terms "Grantor" and "Grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land, and related easement rights, situated in Lake County, Florida, further described in **Exhibit A**. Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

"GRANTOR"


Signed, sealed and delivered

HANOVER 623 HOLDINGS, LLC, a
Florida limited liability company

By: Hanover Land Company, LLC
Its: Manager



Print Name: TAN TRAN

By: 

Name: Stephen W. Orosz
Title: Vice President




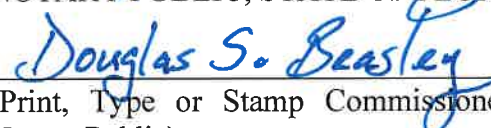
Print Name: Natalie Manjarres

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of July, 2023, by Stephen W. Orosz as Vice President of Hanover Land Company, LLC, as Manager of Hanover 623 Holdings, LLC, a Florida limited liability company, who ☒ is personally known to me or ☐ produced _____ as identification.





NOTARY PUBLIC, STATE OF FLORIDA


(Print, Type or Stamp Commissioned Name of Notary Public)

Exhibit A
Legal Description

PROPERTY:

TRACTS S-1, S-2, S-3 S-4, C-1, C-2 AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

GRANT OF EASEMENT:

NON-EXCLUSIVE, PERPETUAL EASEMENT RIGHTS MORE PARTICULARLY DESCRIBED AS:

THOSE CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

PREPARED BY AND RETURN TO:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

QUIT CLAIM DEED
WITH GRANT OF NON-EXCLUSIVE, PERPETUAL EASEMENT

THIS QUIT CLAIM DEED, is executed as of this 13th day of July 2023, by **EAGLETAIL LANDING HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803, (hereinafter called the “grantor”), in favor of **LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the “grantee”).

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

WITNESSETH:

WHEREAS, Grantor wishes to quit claim its interest in certain portions of land and easement, as more specifically identified and set forth in the attached **Exhibit A** hereto, which by this reference is incorporated herein (“Property”); and

WHEREAS, Grantor hereby determines that execution and delivery of this quit claim deed to Grantee is in Grantor’s best interests.

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby quit-claim unto Grantee forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the Property situate, lying and being in Lake County, State of Florida, attached hereto as **Exhibit A**.

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behalf of Grantee forever.

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


IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.


"GRANTOR"

Signed, sealed and delivered

**EAGLETAIL LANDING
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

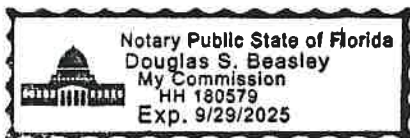

Print Name: TAN TRAN

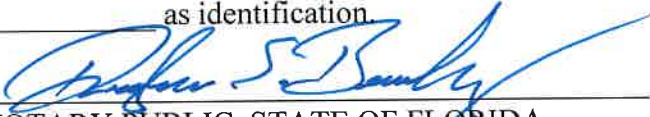
By: 
Name: Anthony Iorio
Title: President


Print Name: Natalie Manjarres

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of July, 2023, by Anthony Iorio as President of Eagletail Landing Homeowners Association, Inc., a Florida not-for-profit corporation, who ☒ is personally known to me or ☐ produced _____ as identification.




NOTARY PUBLIC, STATE OF FLORIDA
Douglas S. Beasley
(Print, Type or Stamp Commissioned Name of Notary Public)

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

Exhibit A

Legal Description of Property

PROPERTY:

TRACTS S-1, S-2, S-3 S-4, C-1, C-2 AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

GRANT OF EASEMENT:

NON-EXCLUSIVE, PERPETUAL EASEMENT RIGHTS MORE PARTICULARLY DESCRIBED AS:

THOSE CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

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

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 3 day of August, 2023, by **Hughes Brothers Construction, Inc.**, having offices located at 948 Walker Road, Wildwood, Florida 34785 ("**Contractor**"), in favor of the **Lake Harris Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices located 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the "**Improvements**"), identified in **Exhibit A**, for Hanover 623 Holdings, LLC, a Florida limited liability company, a developer of lands within the District (the "**Developer**"). A copy of the contract for the construction of said Improvements is attached as **Exhibit B** ("**Construction Contract**").

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit B**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibits A and B** because of any act or omission of, whether caused in whole or in part by, Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. 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 identified in **Exhibit A**, 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 Retainage in Exhibit A under the Contract and understands that such amounts shall be paid by Developer.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

WITNESS

HUGHES BROTHERS CONSTRUCTION, INC.



RHETT NIEWINSKI
[print name]



By: Chad E. Hughes
Its: President



JOSH BRUMALE
[print name]

EXHIBIT A

District-eligible improvements within that *Standard Form of Agreement Between Owner and Contractor*, by and between Hanover 623 Holdings, LLC and Hughes Brothers Construction, Inc., dated August 20, 2021, as more particularly described as follows:

Phase 1 Stormwater: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, and related stormwater facilities in and for the development of Eagletail Landing- Phase 1, all located on portions of the real property described in the following legal description:

TRACTS S-1, S-2, S-3 S-4, C-1, C-2 AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING:

Phase 1 Water Utilities and Gas: All water, reclaimed water, wastewater facilities from the points of delivery or connection, including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaimed water mains and lines, publicly owned pipes, lift station improvements and related equipment, primary and secondary gas service systems for the development of Eagletail Landing – Phase 1, located on, over, under and across those portions of the real property described in the following legal description:

ALL ROADWAYS, TRACT L-1, AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AND THAT CERTAIN 10' UTILITY EASEMENTS OF ALONG THE FRONT, AND SOMETIMES SIDES, OF ALL LOTS AND CERTAIN TRACTS ADJACENT TO ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING:

Phase 1 Roadway: roadway improvements including paving, curb, gutter, storm piping and sidewalks, constructed in and for the development of Eagletail Landing – Phase 1, located in the public right-of way known as: Golden Eagle Boulevard, Stellar Sea Way, Broad Wing Loop, Black Kite Avenue and African Fish Court as described in the following legal description:

ALL ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

EXHIBIT A CONTINUED

District Acquisition Costs:

Improvement	Eligible Costs*	Retainage (10%)	Acquisition Cost
Master Water Utilities (On-site):			
Sanitary Sewer	\$699,289	\$69,928.90	\$629,360.10
Water Distribution	\$395,831	\$39,583.10	\$356,247.90
Reuse	\$256,068	\$25,606.80	\$230,461.20
Master SMF:			
Pond and Roadway Earthwork	\$2,686,707	\$268,670.70	\$2,418,036.30
On and Offsite Storm Conveyance System	\$566,728	\$56,672.80	\$510,055.20
On-site Roadway	\$664,613	\$66,461.30	\$598,151.70

*amounts shown based on District-eligible line-item costs as certified by the District Engineer

EXHIBIT B - CONTRACT

Standard Form of Agreement Between Owner and Contractor, by and between Hanover 623 Holdings, LLC and Hughes Brothers Construction, Inc., dated August 20, 2021

SEE PAGE 48 OF THIS PDF

REPRESENTATION AND RELEASE OF RESTRICTIONS ON THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS REPRESENTATION AND RELEASE is made the 14 day of August, 2023, by **GAI Consultants, Inc.**, whose address is 618 East South Street, Suite 700, Orlando, Florida 32801 ("Professional"), in favor of the **Lake Harris Community Development District** ("District"), which is a local unit of special-purpose government situated in the City of Groveland, Florida, and having offices located at 219 E. Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product pursuant to that certain Proposal dated February 14, 2019, and that Proposal dated March 18, 2021, (together, "Contract"), in connection with the construction/installation of certain infrastructure improvements for Hanover Land Company, LLC, as Manager of Hanover 623 Holdings, LLC, a landowner and developer within the District ("Developer"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("Work Product").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Developer has or may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.


SECTION 3. REPRESENTATION. Professional hereby represents that the Work Product identified in **Exhibit A** is fit for any and all purposes, including the purposes for which it is intended. This representation shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for the intended purposes and acknowledges the District's unrestricted right to rely upon the terms of the Contract to the same extent as Developer and the right to enforce the terms of the Contract. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

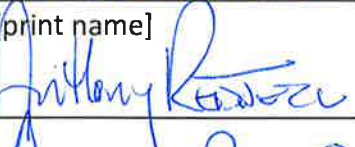
SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESSES



Christina Lorenzo
[print name]



Anthony Resse
[print name]

GAI CONSULTANTS, INC.

By: 

Name: Kathleen S. Leo, P.E.

Its: Vice President, Director of Engineering



EXHIBIT A

The work product associated with this Release & Warranty include any and all site plans, construction and development drawings, plans and specifications, engineering reports, studies, and documentation, permitting and zoning approvals, entitlements, analysis reports associated with development of master public improvement project known as Eagletail Landing – Phase 1, as more particularly described in that Proposal dated February 14, 2019, by and between GAI Consultants, Inc. and Hanover Land Company, LLC, and that Proposal dated March 18, 2021, by and between GAI Consultants, Inc., and Hanover Land Company, LLC.

WARRANTY AND RELEASE OF RESTRICTIONS ON THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS **WARRANTY AND RELEASE** is made the 20th day of July, 2023, by **Traffic & Mobility Consultants LLC**, whose address is 3101 Maguire Boulevard, Suites 265, Orlando, Florida 32803 ("Professional"), in favor of the **Lake Harris Community Development District** ("District"), which is a local unit of special-purpose government situated in the City of Groveland, Florida, and having offices located at 219 E. Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Hanover Land Company, LLC, as Manager of Hanover 623 Holdings, LLC, a landowner and developer within the District ("Developer"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("Work Product").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for any and all purposes, including the purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESSES

Emily Livingston

Emily Livingston
[print name]

Paula Busacca

MaryAnn Busacca
[print name]

TRAFFIC & MOBILITY CONSULTANTS LLC

By: 

Name: Corrina R. Greco

Its: CFO, MGR

EXHIBIT A

The work product associated with this Release & Warranty include engineering and traffic impact study report, due diligence review and report regarding development program, transportation studies, mitigation/proportionate impact study associated with development of master public improvement project known as Eagletail Landing – Phase 1, as more particularly described in that Proposal dated June 10, 2019, by and between Traffic & Mobility Consultants LLC and Hanover Land Company, LLC, as supplemented by that Addendum No. 1 dated August 28, 2020, by and between Traffic & Mobility Consultants LLC and Hanover Land Company, LLC.

WARRANTY AND RELEASE OF RESTRICTIONS ON THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS **WARRANTY AND RELEASE** is made the 31 day of July, 2023 ("Effective Date") by **Colliers Engineering & Design, Inc., F/K/A Maser Consulting P.A., ("Professional")**, in favor of the **Lake Harris Community Development District ("District")**, which is a local unit of special-purpose government situated in the City of Groveland, Florida, and having offices located at 219 E. Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Hanover Land Company, LLC, as Manager of Hanover 623 Holdings, LLC, a landowner and developer within the District ("Developer"). An outline of the scope of services provided by Professional is attached as **Exhibit A ("Work Product")**.

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for the purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for the purposes for which it is intended. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall be binding upon the Effective Date.

WITNESSES

Michael Tadros

Michael Tadros

[print name]

[Signature]

Serena Polunin

[print name]

Colliers Engineering & Design, Inc.

By: [Signature]

Name: Brian K. Hefner

Its: Geographic Discipline Leader

EXHIBIT A

The work product associated with this Release & Warranty include public portions of surveys and platting associated with development of master public improvement project known as Eagletail Landing – Phase 1, as more particularly described in that Proposal dated August 6, 2019, by and between Maser Consulting, P.A. and Hanover Land Company, LLC, and that Proposal dated November 6, 2019, by and between Maser Consulting, P.A. and Hanover Land Company, LLC.

WARRANTY AND RELEASE OF RESTRICTIONS ON THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS WARRANTY AND RELEASE is made the 3 day of August, 2023, by Hughes Brothers Construction, Inc., whose address is 948 Walker Road, Wildwood, Florida 34785 ("Contractor"), in favor of the Lake Harris Community Development District ("District"), which is a local unit of special-purpose government situated in Lake County, Florida, and having offices located at 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Contractor has provided work product in connection with the construction/installation of certain infrastructure improvements for Hanover 623 Holdings, LLC, a landowner within the District ("Landowner"). An outline of the scope of services provided by Contractor is attached as **Exhibit A** ("Work Product").

SECTION 2. USE OF WORK PRODUCT. Contractor acknowledges that the Landowner may in the future convey the Work Product 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 Work Product.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Contractor, Contractor confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Contractor hereby affirmatively agrees that the Work Product identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.


SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Contractor further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Landowner and/or the District for the Work Product identified in **Exhibit A**.

[SIGNATURE PAGE TO FOLLOW]

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESS

HUGHES BROTHERS CONSTRUCTION, INC.


RHETT NIEWINSKI
[print name]


By: Chad E. Hughes
Its: President



JOSH BRUMALE
[print name]

EXHIBIT A

As-builts for following improvements constructed pursuant to that Standard Form of Agreement Between Owner and Contractor, by and between Hanover 623 Holdings, LLC and Hughes Brothers Construction, Inc., dated August 20, 2021:

Phase 1 Stormwater: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, and related stormwater facilities in and for the development of Eagletail Landing- Phase 1, all located on portions of the real property described in the following legal description:

TRACTS S-1, S-2, S-3 S-4, C-1, C-2 AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING:

Phase 1 Water Utilities and Gas: All water, reclaimed water, wastewater facilities from the points of delivery or connection, including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaimed water mains and lines, publicly owned pipes, lift station improvements and related equipment, primary and secondary gas service systems for the development of Eagletail Landing – Phase 1, located on, over, under and across those portions of the real property described in the following legal description:

ALL ROADWAYS, TRACT L-1, AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AND THAT CERTAIN 10' UTILITY EASEMENTS OF ALONG THE FRONT, AND SOMETIMES SIDES, OF ALL LOTS AND CERTAIN TRACTS ADJACENT TO ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING:

Phase 1 Roadway: roadway improvements including paving, curb, gutter, storm piping and sidewalks, constructed in and for the development of Eagletail Landing – Phase 1, located in the public right-of way known as: Golden Eagle Boulevard, Stellar Sea Way, Broad Wing Loop, Black Kite Avenue and African Fish Court as described in the following legal description:

ALL ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

**Contractor's Final Waiver and Release of Lien
(Upon Final Payment)**

KNOW ALL MEN BY THESE PRESENTS:

That the contractor described in Exhibit A attached hereto (the "**Contractor**"), for and in consideration of the payment of the sum shown on Exhibit A, and other good and valuable consideration paid by Hanover 623 Holdings, LLC (the "**Owner**"), or paid at the direction and on behalf of Owner, the receipt of which is hereby acknowledged, hereby forever releases, waives and quit claims to the said Owner, and its successors and assigns, including, but not limited to, Lake Harris Community Development District (the "**CDD**"), all liens, lien rights, claims or demands of any kind whatsoever, which Contractor now has or might have against Owner, the CDD, or their successors or assigns, or the improvements more particularly described on Exhibit A (the "**Improvements**") on account of construction or installation of any of said Improvements on the real property described in Exhibit A (the "**Property**").

That the undersigned has the right and authority to execute this Final Waiver and Release of Lien on behalf of the Contractor. That this is a waiver of all lien rights and other claims which Contractor has against the Improvements, the Property, the Owner and the CDD, and their successors and assigns, for all services performed with respect to the Improvements and Property, including, without limitation, extra work, delay claims, acceleration claims and change orders, and contractual claims for additional compensation which might be due for any labor, materials or equipment, and a representation that all subcontractors, suppliers, materialmen, equipment lessors and laborers of Contractor, who have furnished services for the Contractor with respect to the Improvements and/or the Property, have been paid in full for such services.

In consideration of the receipt of final payment in the amount stated in Exhibit A, Contractor hereby confirms that all subcontractors, suppliers, materialmen, equipment lessors and laborers under Contractor have been paid in full for all labor, services, material and equipment provided with respect to the Improvements and the Property.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3 day of August, 2023.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Blatt Nigali
Print Name: BLATT NIEWINSKI

JOSH BRYMALE
Print Name: JOSH BRYMALE

CONTRACTOR:

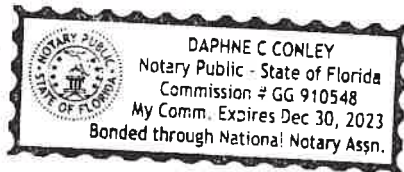
HUGHES BROTHERS CONSTRUCTION, INC.

By: [Signature]
Printed Name: Chad E. Hughes
Title: President

STATE OF FLORIDA)
COUNTY OF Sumter) ss:

The foregoing instrument was acknowledged before me ☒ by means of physical presence or ☐ online notarization this 3 day of August, 2023, by means of ☒ physical presence or ☐ online notarization, by Chad Hughes, as President of Hughes Brothers Const. He/She is personally known to me.

NOTARY STAMP OR SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: 12-30-23

Exhibit A

Descriptions of Contractor, Amount Paid and Improvements

Contractor: **HUGHES BROTHERS CONSTRUCTION, INC.**

Amount Paid to Contractor:

Improvement	Acquisition Cost*
Master Water Utilities (On-site):	
Sanitary Sewer	\$629,360.10
Water Distribution	\$356,247.90
Reuse	\$230,461.20
Master SMF:	
Pond and Roadway Earthwork	\$2,418,036.30
On and Offsite Storm Conveyance System	\$510,055.20
On-site Roadway	\$598,151.70

*paid-to-date amounts shown based on District-eligible line-item costs as certified by the District Engineer

Description of Improvements and Property:

District-eligible improvements within that *Standard Form of Agreement Between Owner and Contractor*, by and between Hanover 623 Holdings, LLC and Hughes Brothers Construction, Inc., dated August 20, 2021, as more particularly described as follows:

Phase 1 Stormwater: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, and related stormwater facilities in and for the development of Eagletail Landing- Phase 1, all located on portions of the real property described in the following legal description:

TRACTS S-1, S-2, S-3 S-4, C-1, C-2 AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING:

Phase 1 Water Utilities and Gas: All water, reclaimed water, wastewater facilities from the points of delivery or connection, including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaimed water mains and lines, publicly owned pipes, lift station improvements and related equipment, primary and secondary gas service systems for the development of Eagletail Landing – Phase 1, located on, over, under and across those portions of the real property described in the following legal description:

ALL ROADWAYS, TRACT L-1, AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS

TRACT P-1, AND THAT CERTAIN 10' UTILITY EASEMENTS OF ALONG THE FRONT, AND SOMETIMES SIDES, OF ALL LOTS AND CERTAIN TRACTS ADJACENT TO ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING:

Phase 1 Roadway: roadway improvements including paving, curb, gutter, storm piping and sidewalks, constructed in and for the development of Eagletail Landing – Phase 1, located in the public right-of way known as: Golden Eagle Boulevard, Stellar Sea Way, Broad Wing Loop, Black Kite Avenue and African Fish Court as described in the following legal description:

ALL ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Hanover 623 Holdings, LLC**, a Florida limited liability company, whose address for purposes hereof is 605 Commonwealth Avenue, Orlando, Florida 32803 ("**Seller**"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Lake Harris Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**") whose address is 219 East Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

SEE EXHIBIT A ("PROPERTY")

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name
this 13 day of July, 2023.

Signed, sealed and delivered
in the presence of:

HANOVER 623 HOLDINGS, LLC,
a Florida limited liability company

By: Hanover Land Company, LLC, its Manager

Witnessed:

[Signature]
Print Name: TAN TRAN

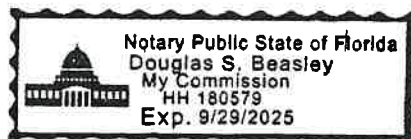
[Signature]
Print Name: Natalie Manjarres

By: [Signature]
Print Name: Stephen W. Orosz
Print Title: Vice President

STATE OF Florida
COUNTY OF Orange

I hereby certify that on this day, before me by means of ☒ physical presence or ☐ online
notarization, an officer duly authorized to take acknowledgments, Stephen W. Orosz as Vice
President of Hanover Land Company, LLC, a Florida limited liability company, as Manager of
Hanover 623 Holdings, LLC, a Florida limited liability company, on behalf of the company, who
executed the foregoing instrument, acknowledged before me that he executed the same on
behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 13 day of July, 2023.



[Signature]
Notary Public

Personally known: Stephen Orosz
Produced Identification: _____
Type of Identification: _____

EXHIBIT A: PROPERTY

EXHIBIT A

Acquisition Costs:

Improvement	Eligible Costs	Retainage (10%)	Acquisition Cost
Master Water Utilities (On-site):			
Sanitary Sewer	\$699,289	\$69,928.90	\$629,360.10
Water Distribution	\$395,831	\$39,583.10	\$356,247.90
Reuse	\$256,068	\$25,606.80	\$230,461.20
Master SMF:			
Pond and Roadway Earthwork	\$2,686,707	\$268,670.70	\$2,418,036.30
On and Offsite Storm Conveyance System	\$566,728	\$56,672.80	\$510,055.20
Gas	\$149,159	--*	\$149,159.00
On-site Roadway	\$664,613	\$66,461.30	\$598,151.70
Total	\$5,418,395	\$526,923.60	\$4,891,471.40 (TOTAL ACQUISITION COST)

*paid in full

NOTE: NTE Acquisition Cost of \$8.7MM authorized (based on estimated costs provided in Engineer's Report) at the Board meeting held April 26, 2023.

Description of Improvements to be Acquired:

Phase 1 Stormwater: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, and related stormwater facilities in and for the development of Eagletail Landing- Phase 1, all located on portions of the real property described in the following legal description:

TRACTS S-1, S-2, S-3 S-4, C-1, C-2 AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING

Phase 1 Roadway: roadway improvements including paving, curb, gutter, storm piping, and sidewalks located within the roadway, constructed in and for the development of Eagletail Landing – Phase 1, located in the public right-of way known as: Golden Eagle Boulevard, Stellar Sea Way, Broad Wing Loop, Black Kite Avenue and African Fish Court as described in the following legal description:

ALL ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH

98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

ALSO INCLUDING

Phase 1 Water Utilities and Gas: All water, reclaimed water, wastewater facilities from the points of delivery or connection, including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, publicly owned reclaimed water mains and lines, publicly owned pipes, lift station improvements and related equipment, primary and secondary gas service systems for the development of Eagletail Landing – Phase 1, located on, over, under and across those portions of the real property described in the following legal description:

ALL ROADWAYS, TRACT L-1, AND THAT CERTAIN 10', 20', 30' PRIVATE DRAINAGE EASEMENTS (ABBREVIATED "D.E.") LOCATED ALONG BACK AND/OR SIDE OF CERTAIN LOTS AND ACROSS TRACT P-1, AND THAT CERTAIN 10' UTILITY EASEMENTS OF ALONG THE FRONT, AND SOMETIMES SIDES, OF ALL LOTS AND CERTAIN TRACTS ADJACENT TO ROADWAYS, AS SHOWN ON THE PLAT KNOWN AS EAGLETAIL LANDING – PHASE 1, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 79, PAGE(S) 82 THROUGH 98 INCLUSIVE, AS AMENDED BY THAT CERTAIN PLAT AFFIDAVIT, RECORDED IN THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA AT BOOK 6098, PAGE 2441.

Description of Related Work Product to be Acquired:

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, 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 above improvements which constitute portions of Series 2023 Project of the Lake Harris Community Development District also known as Eagletail Landings – Phase 1, and Approved September 15, 2021.

**CERTIFICATE OF DISTRICT ENGINEER TO
LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT
REGARDING EAGLETAIL LANDING – PHASE 1 IMPROVEMENTS**

July 25, 2023

Board of Supervisors
Lake Harris Community Development District

Re: Lake Harris Community Development District
Eagletail Landing – Phase 1 Improvements

Ladies and Gentlemen:

The undersigned, a representative of GAI Consultants, Inc. ("**District Engineer**"), as District Engineer for the Lake Harris Community Development District ("**District**"), hereby makes the following certifications in connection with an acquisition of certain Eagletail Landing - Phase 1 improvements (collectively, the "**Improvements**"), as described in **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Improvements, including but not limited to, the forms of agreement, plans, as-builts, applicable permits, and other documents. I, or my authorized agent, have conducted on-site observations of the Improvements, including but not limited to on-going observation of the construction of such Improvements.
2. The Improvements are within the scope of the public infrastructure improvements for Phase 1 of the Master Project as set forth in the *Amended and Restated Master Engineer's Report* dated June 2, 2022, as updated May 18, 2023 (the "Engineer's Report"), as may be amended, for the Lake Harris Community Development District, and specially benefits property within the District as further described in the Engineer's Report.
3. The Improvements have been completed in substantial compliance with the applicable permit requirements and in substantial accordance with the permitted plans and specifications, are free from obstruction, and are functional for their intended purpose.
4. The total Acquisition Costs associated with the Improvements are stated in **Exhibit A** attached hereto ("Acquisition Costs"). Such Acquisition Costs are equal to or less than each of the following: (i) actual costs paid or caused to be paid by or on behalf of Hanover 623 Holdings, LLC to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements as installed.
5. Copies of plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.

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

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

GAI CONSULTANTS, INC.

By: [Signature]

Name: Kathleen Leo, P.E.

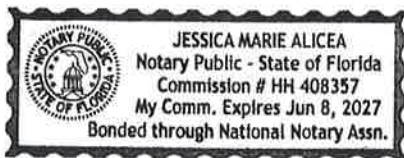
Its: Vice President

STATE OF FLORIDA

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25th day of July, 2023, by Kathleen Leo, P.E., an authorized representative of GAI Consultants, Inc., who ☒ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)



Jessica Marie Alicea
Notary Public Signature

Jessica Marie Alicea
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. HH 408357
My Commission Expires: Jun 8, 2027

Exhibit A

Description of Improvements to be Acquired:

Phase 1 Stormwater: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and rights-of-way, dry stormwater retention basins, and related stormwater facilities in and for the development of Eagletail Landing- Phase 1, all located on portions of the real property described in the following legal description:

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Acquisition Costs:

Improvement	Eligible Costs	Retainage (10%)	Acquisition Cost
Master Water Utilities (On-site):			
Sanitary Sewer	\$699,289	\$69,928.90	\$629,360.10
Water Distribution	\$395,831	\$39,583.10	\$356,247.90
Reuse	\$256,068	\$25,606.80	\$230,461.20
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Pond and Roadway Earthwork	\$2,686,707	\$268,670.70	\$2,418,036.30
On and Offsite Storm Conveyance System	\$566,728	\$56,672.80	\$510,055.20
Gas	\$149,159	--*	\$149,159.00
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Total	\$5,418,395	\$526,923.60	\$4,891,471.40 (TOTAL ACQUISITION COST)

*paid in full

NOTE: NTE Acquisition Cost of \$8.7MM authorized (based on estimated costs provided in Engineer's Report) at the Board meeting held April 26, 2023.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twentieth day of August in the year Two Thousand Twenty-One

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Hanover 623 Holdings LLC
605 Commonwealth Ave.
Orlando, FL 32803
Telephone Number: 407-998-1408

and the Contractor:

(Name, legal status, address and other information)

Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
Telephone Number: 352-399-6829
Fax Number: 352-399-6830

for the following Project:

(Name, location and detailed description)

Eagletail Landings Phase 1 & Phase 2 Mass Grade
City of Leesburg, Lake County, FL

The Architect:

(Name, legal status, address and other information)

GAI Consultants, Inc.
618 E. South Street, Suite 700, Orlando, FL 32801
Telephone Number: 407-423-8398

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

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User Notes:

(3B9ADA4B)

(Check one of the following boxes and complete the necessary information.)

☒ Not later than (330) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Six Hundred and Seventy-Nine Thousand Eight Hundred Thirty-Eight Dollars and Forty Cents (\$ 6679838.40), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

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User Notes:

(3B9ADA4B)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twenty-Fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.50 % monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Tony Iorio
605 Commonwealth Ave.
Orlando, FL 32803
Telephone Number: 407-988-1408

Email Address: tiorio@hcpland.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Chad Hughes
948 Walker Road
Wildwood, FL 34785
Telephone Number: 352-399-6829

Init.

Email Address: chadh@hughesbrothersinc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Plans prepared by GAI Consultants, Inc.	Eagletail Landings	Revision 1 Dated 5/21/21

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Init.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attached Proposal by Hughes Brothers Construction, Inc.	Eagletail Landings Phase 1 & Phase 2 Mass Grade	Revised 8/20/21	5

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Tony Iorio, Vice President of Land Development
(Printed name and title)

CONTRACTOR (Signature)

Chad Hughes, President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:55:43 ET on 08/20/2021.

PAGE 1

AGREEMENT made as of the Twentieth day of August in the year Two Thousand Twenty-One

...

Hanover 623 Holdings LLC
605 Commonwealth Ave.
Orlando, FL 32803
Telephone Number: 407-998-1408

...

Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
Telephone Number: 352-399-6829
Fax Number: 352-399-6830

...

Eagletail Landings Phase 1 & Phase 2 Mass Grade
City of Leesburg, Lake County, FL

...

GAI Consultants, Inc.
618 E. South Street, Suite 700, Orlando, FL 32801
Telephone Number: 407-423-8398

PAGE 2

[☒] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[☒] Not later than –(330) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Six Hundred and Seventy-Nine Thousand Eight Hundred Thirty-Eight Dollars and Forty Cents (\$ 6679838.40), subject to additions and deductions as provided in the Contract Documents.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twenty-Fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

10%

PAGE 5

1.50 % monthly

PAGE 6

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

Tony Iorio
605 Commonwealth Ave.
Orlando, FL 32803
Telephone Number: 407-988-1408

Email Address: tiorio@hcpland.com

...

Chad Hughes
948 Walker Road
Wildwood, FL 34785
Telephone Number: 352-399-6829

Email Address: chadh@hughesbrothersinc.com

PAGE 7

Plans prepared by GAI Consultants, Inc. Eagletail Landings Revision 1 Dated 5/21/21

PAGE 8

☒ Supplementary and other Conditions of the Contract:

...

Attached Proposal by Hughes
Brothers Construction, Inc.

Eagletail Landings Phase
1 & Phase 2 Mass Grade

Revised
8/20/21

5

...

Tony Iorio, Vice President of Land Development

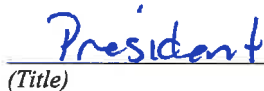
Chad Hughes, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:55:43 ET on 08/20/2021 under Order No. 0755397609 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Eagletail Landings Phase 1 & Phase 2 MG
City of Leesburg, Lake County, FL

THE OWNER:

(Name, legal status and address)

Hanover 623 Holdings LLC
605 Commonwealth Ave.
Orlando, FL 32803

THE ARCHITECT:

(Name, legal status and address)

GAI Consultants, Inc.
618 E. South Street, Suite 700, Orlando, FL 32801

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
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- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

(3B9ADA44)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and

unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, 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 the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 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 that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

Init.

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201® – 2017

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PAGE 1

Eagletail Landings Phase 1 & Phase 2 MG
City of Leesburg, Lake County, FL

...

Hanover 623 Holdings LLC
605 Commonwealth Ave.
Orlando, FL 32803

...

GAI Consultants, Inc.
618 E. South Street, Suite 700, Orlando, FL 32801

Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:02:24 ET on 08/20/2021 under Order No. 0755397609 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed) _____


(Title) _____


(Dated) _____

Eagletail Landing Phase 1 Infrastructure & Phase 2 Mass Grade



Hughes Brothers Construction, Inc.

948 Walker Road

Wildwood, FL 34785

Contact: Brent Rossman

Phone: 352-399-6829

Fax: 352-399-6830

Quote To:

Hanover Land Co.

Attn: Doug Beasley

407-432-1967

Phone:

Fax:

Date:

7/21/2021

Job Name:

Eagletail Landings Phase 1 Infrastructure

Date of Plans:

January, 2021

Revision Date:

Revised 8/20/2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	12,650.00	12,650.00
20	Survey & Layout	1.00	LS	101,326.00	101,326.00
30	As-Builts	1.00	LS	33,918.00	33,918.00
40	NPDES Monitoring	1.00	LS	7,425.00	7,425.00
42	Geo-Testing	1.00	LS	62,410.70	62,410.70
43	Dust Control	1.00	LS	54,240.00	54,240.00
45	Silt Fence	23,540.00	LF	1.75	41,195.00
50	Construction Entrance	1.00	EA	2,750.00	2,750.00
80	TOTAL GENERAL CONDITIONS				\$315,914.70
82	Demolition (Allowance)	1.00	LS	115,500.00	115,500.00
85	Clearing & Grubbing PH 1	35.00	AC	2,120.00	74,200.00
87	Clearing & Grubbing PH 2	36.00	AC	2,120.00	76,320.00
90	Site Excavation (Cut, Fill, Balance) PH 1	105,407.00	CY	2.20	231,895.40
92	Site Excavation (Cut, Fill, Balance) PH 2	144,809.00	CY	2.20	318,579.80
95	Excavate & Place Excess Fill Onsite	86,769.00	CY	2.10	182,214.90
100	Phase 1 Mine Sand & Stockpile on Future Phases	60,000.00	CY	3.05	183,000.00
101	Phase 1 Excavate Clay Soils & Place in Bury Areas	66,000.00	CY	2.35	155,100.00
102	Phase 1 Excavate & Backfill from Sand Stockpile	40,000.00	CY	2.10	84,000.00
110	Phase 2 Mine Sand & Place on Grade	24,000.00	CY	2.35	56,400.00
111	Phase 2 Excavate Clay Soils & Place in Bury Areas	26,229.00	CY	2.35	61,638.15
130	Fine Grade Lots	72,118.00	SY	0.45	32,453.10
140	Fine Grade ROW	15,196.00	SY	0.45	6,838.20
150	Fine Grade Disturbed Areas	14,062.00	SY	0.45	6,327.90
160	Fine Grade Slopes & Swales	56,132.00	SY	0.45	25,259.40
170	Fine Grade Pond Slopes	11,548.00	SY	0.45	5,196.60
180	TOTAL EARTHWORK				\$1,614,923.45
190	Sod Back of Curb to Existing Sidewalk	9,008.00	SY	2.40	21,619.20
205	Sod 4:1 Slopes	56,132.00	SY	2.40	134,716.80
206	Sod Pond Slopes	11,548.00	SY	2.40	27,715.20

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
210	Seed & Mulch Lots	72,118.00	SY	0.25	18,029.50
212	Seed & Mulch ROW	15,196.00	SY	0.25	3,799.00
213	Seed & Mulch Dist. Areas	14,062.00	SY	0.25	3,515.50
215	Seed & Mulch Dist. Areas PH 2	1.00	LS	43,560.00	43,560.00
220	TOTAL GRASSING				\$252,955.20
230	Retaining Wall	15,956.00	SF	24.15	385,337.40
240	Commercial Handrail (Black Aluminum)	2,599.00	LF	51.90	134,888.10
250	TOTAL RETAINING WALL				\$520,225.50
270	15" HDPE	400.00	LF	27.95	11,180.00
280	18" RCP	2,496.00	LF	35.60	88,857.60
290	24" RCP	2,240.00	LF	49.10	109,984.00
300	30" RCP	400.00	LF	68.60	27,440.00
310	36" RCP	296.00	LF	90.05	26,654.80
315	18" MES	2.00	EA	735.00	1,470.00
318	30" MES	2.00	EA	1,720.00	3,440.00
320	36" MES	1.00	EA	2,280.00	2,280.00
370	Type P-5 Curb Inlet	26.00	EA	4,880.00	126,880.00
380	Type P-6 Curb Inlet	8.00	EA	4,845.00	38,760.00
390	Type J-5 Curb Inlet	6.00	EA	6,054.00	36,324.00
440	Type C Inlet	7.00	EA	2,410.00	16,870.00
455	Type E Control Str.	2.00	EA	3,985.00	7,970.00
470	Type P Manhole	5.00	EA	2,245.00	11,225.00
480	Type J Manhole	2.00	EA	3,635.00	7,270.00
500	MES Splash Pad	8.00	EA	605.00	4,840.00
510	Testing	6,252.00	LF	4.15	25,945.80
520	TOTAL STORM				\$547,391.20
525	0/6 8" DIP Sewer	60.00	LF	70.75	4,245.00
530	0/6 8" PVC Sewer	558.00	LF	25.30	14,117.40
540	6/8 8" PVC Sewer	526.00	LF	27.15	14,280.90
550	8/10 8" PVC Sewer	948.00	LF	27.60	26,164.80
560	10/12 8" PVC Sewer	1,024.00	LF	44.20	45,260.80
570	12/14 8" PVC Sewer	590.00	LF	49.50	29,205.00
580	14/16 8" PVC Sewer	152.00	LF	58.30	8,861.60
600	0/6 Sewer Manhole	6.00	EA	3,380.00	20,280.00
610	6/8 Sewer Manhole	2.00	EA	3,840.00	7,680.00
620	8/10 Sewer Manhole	2.00	EA	4,620.00	9,240.00
630	10/12 Sewer Manhole	3.00	EA	5,325.00	15,975.00
640	12/14 Sewer Manhole	3.00	EA	6,375.00	19,125.00
660	14/16 Sewer Manhole	1.00	EA	8,005.00	8,005.00
680	Single Service	9.00	EA	665.00	5,985.00
690	Double Service	50.00	EA	1,115.00	55,750.00
700	Testing	3,798.00	LF	3.95	15,002.10
710	TOTAL SEWER				\$299,177.60
720	Connect to Existing	2.00	EA	850.00	1,700.00
730	6" PVC Forcemain	175.00	LF	19.60	3,430.00
735	6" Plug Valve	2.00	EA	1,660.00	3,320.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
740	Blow Off Assy.	1.00	EA	1,265.00	1,265.00
750	Fittings	1.00	LS	5,970.00	5,970.00
760	Testing	175.00	LF	1.45	253.75
770	TOTAL FORCEMAIN				\$15,938.75
780	Lift Station Complete	1.00	LS	322,985.00	322,985.00
790	TOTAL LIFT STATION				\$322,985.00
805	Temp Jumper	2.00	EA	885.00	1,770.00
810	4" PVC Watermain	180.00	LF	13.75	2,475.00
814	6" PVC Watermain	660.00	LF	21.30	14,058.00
820	8" PVC Watermain	320.00	LF	31.50	10,080.00
821	8" DIP Watermain	40.00	LF	41.30	1,652.00
822	10" PVC Watermain	3,600.00	LF	41.30	148,680.00
825	10" DIP Watermain	240.00	LF	48.30	11,592.00
830	4" Gate Valve	2.00	EA	935.00	1,870.00
840	6" Gate Valve	4.00	EA	1,045.00	4,180.00
850	8" Gate Valve	2.00	EA	1,465.00	2,930.00
860	10" Gate Valve	16.00	EA	2,170.00	34,720.00
870	Fire Hydrant Assy.	8.00	EA	4,725.00	37,800.00
900	Fittings	1.00	LS	25,955.00	25,955.00
902	Blow Off Assy.	4.00	EA	1,022.00	4,088.00
905	Lift Station Service	1.00	EA	1,265.00	1,265.00
910	Single Service	22.00	EA	715.00	15,730.00
920	Double Service	42.00	EA	1,365.00	57,330.00
930	Testing	5,040.00	LF	2.90	14,616.00
940	TOTAL WATERMAIN				\$390,791.00
950	4" PVC Reuse	660.00	LF	14.15	9,339.00
960	4" DIP Reuse	100.00	LF	37.55	3,755.00
970	6" PVC Reuse	1,060.00	LF	21.55	22,843.00
975	6" DIP Reuse	40.00	LF	33.05	1,322.00
980	8" PVC Reuse	2,800.00	LF	29.35	82,180.00
985	8" DIP Reuse	140.00	LF	39.35	5,509.00
988	4" Gate Valve	6.00	EA	935.00	5,610.00
990	6" Gate Valve	5.00	EA	1,060.00	5,300.00
1000	8" Gate Valve	13.00	EA	1,485.00	19,305.00
1010	Fittings	1.00	LS	14,375.00	14,375.00
1020	Blow Off Assy.	3.00	EA	835.00	2,505.00
1028	8" DDCVA Assy.	1.00	EA	11,265.00	11,265.00
1040	Single Service	9.00	EA	700.00	6,300.00
1045	Double Service	50.00	EA	1,190.00	59,500.00
1050	Testing	4,800.00	LF	1.45	6,960.00
1055	TOTAL REUSE				\$256,068.00
1060	12" Stabilized Subgrade	16,850.00	SY	5.80	97,730.00
1070	6" Limerock Base	12,962.00	SY	8.75	113,417.50
1080	1.5" SP-9.5 Asphalt	12,962.00	SY	9.20	119,250.40
1082	Miami Curb	9,386.00	LF	14.30	134,219.80
1083	Type A Curb	165.00	LF	16.50	2,722.50

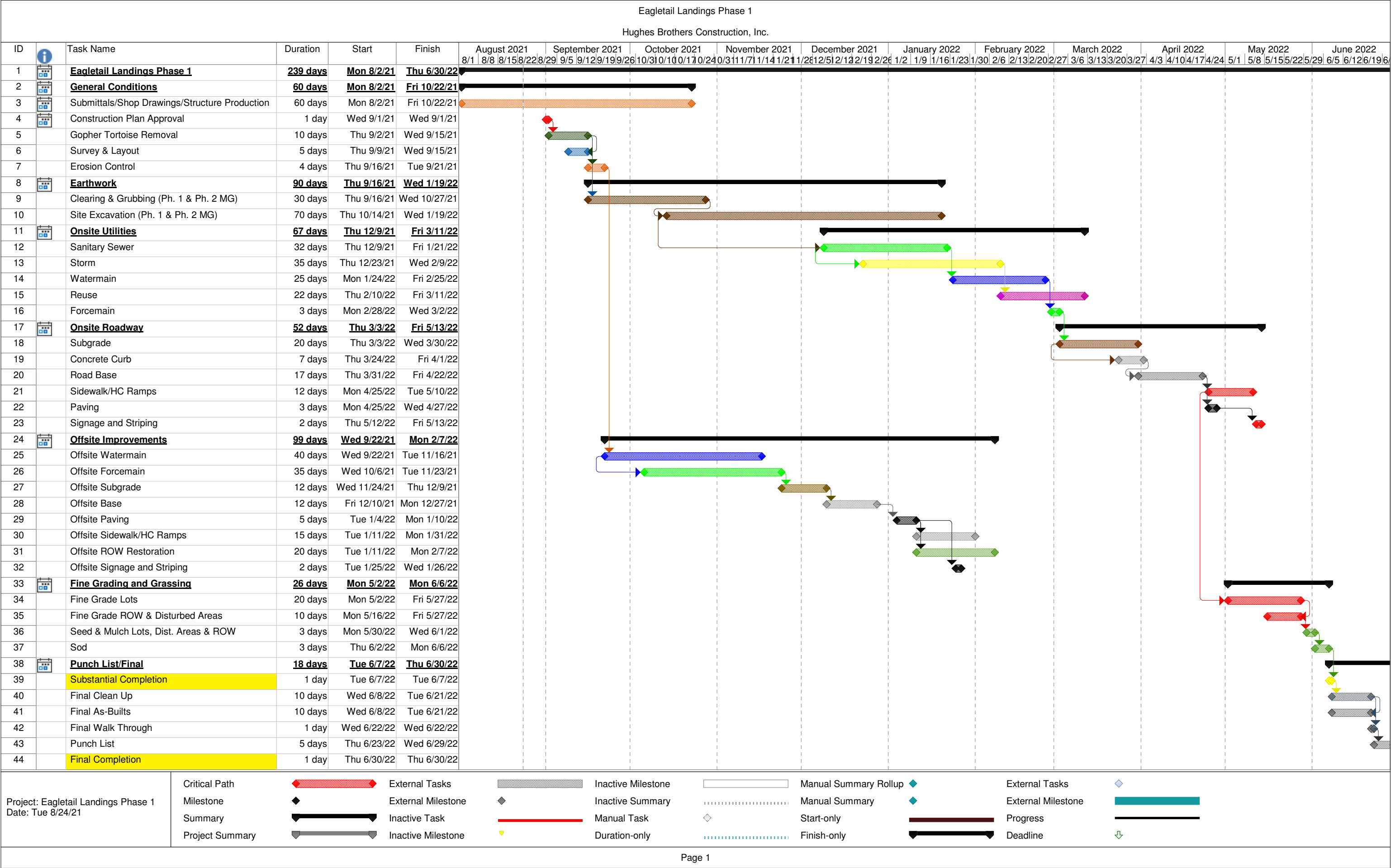
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1084	Type F Curb	474.00	LF	15.95	7,560.30
1090	Type D Curb	110.00	LF	19.80	2,178.00
1130	Sidewalk	12,914.00	SF	5.05	65,215.70
1140	Lift Station Driveway	2,848.00	SF	6.60	18,796.80
1160	Handicap Ramps	15.00	EA	1,155.00	17,325.00
1170	Signage & Striping	1.00	LS	23,662.00	23,662.00
1180	TOTAL ROADWAY				\$602,078.00
1190	6" PVC Forcemain Offsite	5,280.00	LF	32.60	172,128.00
1195	6" DIP Forcemain Offsite	180.00	LF	83.60	15,048.00
1200	Directional Drill	160.00	LF	150.35	24,056.00
1210	6" x 6" Wet Tap	1.00	EA	3,555.00	3,555.00
1220	6" Plug Valve	7.00	EA	1,660.00	11,620.00
1230	ARV Assy.	3.00	EA	5,695.00	17,085.00
1240	Fittings	1.00	LS	5,320.00	5,320.00
1250	Testing	5,620.00	LF	1.45	8,149.00
1260	TOTAL OFFSITE FORCEMAIN				\$256,961.00
1270	10" PVC Watermain Offsite	4,620.00	LF	57.70	266,574.00
1280	10" DIP Watermain Offsite	160.00	LF	81.20	12,992.00
1290	Directional Drill	400.00	LF	171.00	68,400.00
1295	10" x 10" Wet Tap	1.00	EA	6,710.00	6,710.00
1300	8" Gate Valve	1.00	EA	1,465.00	1,465.00
1310	10" Gate Valve	6.00	EA	2,165.00	12,990.00
1320	Fire Hydrant Assy.	3.00	EA	4,740.00	14,220.00
1330	Fittings	1.00	LS	19,675.00	19,675.00
1340	Testing	5,180.00	LF	2.90	15,022.00
1350	TOTAL OFFSITE WATERMAIN				\$418,048.00
1360	12" Stabilized Subgrade	10,772.00	SY	5.80	62,477.60
1370	12" Limerock Base	6,915.00	SY	17.45	120,666.75
1380	2.5" SP-12.5 Asphalt	6,915.00	SY	15.95	110,294.25
1390	1.5" FC-9.5 Asphalt	15,660.00	SY	10.20	159,732.00
1410	1.5" Milling	8,746.00	SY	2.20	19,241.20
1412	3' Paved Shoulder	1,373.00	SY	19.80	27,185.40
1415	Sidewalk	18,520.00	SF	5.05	93,526.00
1418	Handicap Ramps	4.00	EA	1,155.00	4,620.00
1420	ROW Restoration	55,082.00	SY	2.90	159,737.80
1425	Open Cut Repair	190.00	SY	110.00	20,900.00
1430	Maintenance of Traffic	1.00	LS	60,500.00	60,500.00
1440	Signage & Striping	1.00	LS	27,500.00	27,500.00
1450	TOTAL OFFSITE ROADWAY				\$866,381.00
GRAND TOTAL					\$6,679,838.40

NOTES:

Bid Qualifications:

1. This proposal is valid no more than 15 days from bid due date.

2. Due to the current landscape of the utility market, all PVC pricing is subject to change and will be priced at time of shipping.
3. This proposal is based on Engineered plans provided by GAI Consultants dated January, 2021.
4. Proposal includes one mobilization. If additional mobilizations are required due to situations outside of HBC's control additional costs may occur.
5. Permits, bonds and fees are excluded.
6. Construction layout is included for HBC scope of work only. Staking of utilities including power, telecommunications, gas, and irrigation is excluded.
7. Certified as-builts included for HBC scope of work only. Record drawings are by others and excluded.
8. Density testing is included.
9. Clearing unit price is based upon open burning onsite. Pit burning and/or grinding is excluded.
10. Topo to be field verified before breaking ground.
11. Dewatering included for HBC scope of work only. Unforeseen circumstances such as springs, wells, extreme weather conditions, acts of God and any other conditions that were not readily apparent at time of proposal are excluded. Temporary holding ponds, settling basins, and chemical testing of discharge water are excluded.
12. Proposal is based on all on-site excavating materials being suitable for use in site fills.
13. Unsuitable, contaminated, muck, or hazardous material removal and/or replacement is excluded.
14. Dust control included in earthwork operations consists of one water truck while earthwork crew is onsite. Additional dust control required in addition to one truck is excluded.
15. Retaining wall is quoted as a standard gray color segmental block retaining wall with geogrid tie-back system. Adequacy of the proposed system for site specific conditions cannot be verified until structural design is performed after awarding of contract.
16. HBC is not responsible for the cleanup and/or disposal of waste generated by any subcontractor not contracted by HBC.
17. Proposal includes fine grading ROW one time only. Regrading due to utility installation not included within HBC's contract scope is excluded.
18. Sidewalk quantity included is for open tract areas only based upon attached exhibit. All other sidewalk is excluded.
19. Sodding quantity included is based upon attached exhibit and includes pond slopes, site slopes 4:1 and greater, swales, etc. Any sodding beyond the limits of the attached exhibit is excluded.
20. Conduit crossings are excluded.
21. Irrigation, landscaping, fencing and hardscaping are excluded.
22. Well abandonment is excluded.
23. This proposal is furnished as a complete scope of work as defined above and shall be contracted to HBC in its entirety. Individual line items shall not be removed without prior authorization of HBC. Items not defined in this proposal shall be considered excluded.
24. Payment terms shall be per the Contract agreement or no later than 30 days after issuance of HBC invoice.
25. HBC warrants all installation and workmanship for the above-referenced project in accordance with the plans, specifications, and other relevant documents for a period of one year from date of final completion. This warranty excludes normal wear and tear, product abuse/misuse, material defects, alterations of any kind performed by persons other than HBC, and damage resulting from vandalism and acts of God.





June 10, 2019

Client

Mr. Tony Iorio
Hanover Land Company LLC
605 Commonwealth Ave
Orlando, FL 32803

Email: tiorio@hcpland.com

Re: Mcelyea Property
Traffic Engineering Services
City of Leesburg, Florida
Proposal № 2280-19

Dear Mr. Iorio,

We are pleased to submit this proposal for professional engineering services in support of the above-referenced project located in City of Leesburg, Florida.

The fees for the services outlined in the Scope of Work are:

Task 1 - Due Diligence Review \$ 4,000.00
Task 2 - Meetings & Miscellaneous Time & Materials (Exhibit A)

If you are in agreement with this proposal and the attached exhibits, please execute and return one copy as our Notice to Proceed. We thank you for this opportunity and we look forward to working with you.

Regards,

A handwritten signature in black ink, appearing to read "Mohammed Abdallah".

Mohammed Abdallah, PE, PTOE
mna@trafficmobility.com

Incl:
Exhibit A – Rate Sheet
Exhibit B – General Terms and Conditions

Client Initials

I. Scope of Work

This 164.45-acre site is situated south of County Road 48 and West of Number 2 Road in the City of Leesburg, Florida. The site consists of parcels 19-20-25-0001-000-00100, 18-20-25-0004-000-01900, 18-20-25-0004-000-02100 and 18-20-25-0001-000-00301. The project proposes a total of 533 residential lots.

Based on the project information provided, and our knowledge of City of Leesburg requirements, we propose the following Scope of Work.

Due Diligence Review

- Review development program and prepare preliminary analysis of total trip generation to estimate overall project traffic. This includes a review of existing/demolished trip credits if any are available and applicable.
- Conduct a review of existing capacity conditions in the vicinity of the development site to identify any known transportation deficiencies or impediments to development of the proposed program.
- Identify planned or programmed transportation improvements and their schedules within the project's influence area.
- Determine if mitigation/proportionate share is likely or anticipated to be required for development approvals. Estimate the project's proportionate share obligations based on currently available information and assumptions.
- Prepare a Technical Memorandum providing the findings of the Due Diligence review.

II. Meetings

Authorized meetings/hearings will be billed on a time and materials basis in accordance with the attached rate schedule (Exhibit A).

III. Time Schedule

Work on this project will commence within two (2) weeks upon receipt of Notice to Proceed. The Traffic Analysis typically requires two to three (2-3) weeks to complete. If the project schedule necessitates a different completion time, a more aggressive schedule may be accommodated.

IV. Review Comments

Comments received from the reviewing agency regarding the analysis will be addressed with responses and revisions to the analysis as necessary. One (1) round of review comments responses is included in the Scope of Work. Additional rounds of comments and responses will be billed on a time and materials basis in accordance with the attached rate schedule (Exhibit A).

V. Fees

The Client will be invoiced periodically as work is conducted. All invoices are due upon receipt. Reimbursable costs and authorized work outside the scope will be billed on a time and materials basis in accordance with the attached rate schedule (Exhibit A). The fees do not include application, review, permit or other fees required by public agencies.

HANOVER LAND COMPANY
Company
Anthony Iorio
Signature
Anthony S. Iorio
Printed Name
VICE PRESIDENT
Title
7/2/19
Date

Traffic & Mobility Consultants LLC

[Signature]
Signature

Mohammed N. Abdallah, PE, PTOE

Principal, MGR

June 6, 2019



EXHIBIT A RATE SCHEDULE

<u>Category</u>	<u>Rate / Hour</u>
Expert Witness	\$ 400.00
Principal	\$ 195.00
Senior Engineer	\$ 150.00
Engineer	\$ 110.00
Traffic Analyst	\$ 90.00
Technician	\$ 70.00
Administrative	\$ 55.00

DATA COLLECTION

If data collection in addition to that included in the Scope of Work is necessary to complete the analysis, the additional cost of typical data collection will be as follows:

2-hour manual intersection volume count.....	\$ 300.00
24-hour mechanical traffic volume count.....	\$ 350.00

If specialized data collection is necessary, specific fees will be developed in accordance with additional project needs.

REIMBURSABLE COSTS

All reimbursable costs including travel and subsistence, postage and delivery, will be billed at cost. Standard rates for in-house costs are as follows: the current standard mileage IRS tax rate per mile and \$0.15 per copy.

(12/2016)



EXHIBIT B GENERAL TERMS AND CONDITIONS

*The following terms and conditions are an integral part of the Agreement. The purchaser of the services to be rendered is hereinafter called the "Client" and the supplier of the services, Traffic & Mobility Consultants, LLC is hereinafter called "**CONSULTANT**".*

1. **Invoices & Compensation:** Invoices for the services rendered on the project described herein shall be prepared and mailed to the Client monthly for services rendered to date, and shall be due and payable upon receipt. Client shall make prompt payments in response to CONSULTANT's invoices. Payment shall be considered PAST DUE if not paid within (30) days after the invoice date. If Client fails to make timely payment due CONSULTANT for services and expenses, CONSULTANT may, after giving seven (7) days written notice to Client, suspend services under this agreement until paid in full for amounts due for services and expenses. CONSULTANT shall not be liable for actual or consequential damages for its failure to provide professional services nor any other damages which are caused by circumstances beyond its control or by the termination of services due to Client's failure to pay in a timely manner. In addition to all other amounts which may be due hereunder, CONSULTANT shall be entitled to all costs of collection due, including attorney's fees and court costs.
2. **Termination of Services:** This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
3. **Drawings and Specifications:** All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. They are not intended or represented to be suitable for reuse by Client or others. Any reuses without written verification or adaptation by CONSULTANT for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CONSULTANT; and Client shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.
4. **Expenses:** In addition to the fees outlined in the Agreement, CONSULTANT may invoice the Client for charges and expenses incurred in relation to the services provided herein. Direct reimbursement may be invoiced for postage, courier, long distance telephone and other incidental expenses as may be incurred in direct relation to the project as outlined in Exhibit A. The Client shall be responsible for all permit application fees related to the project. Any fees paid by CONSULTANT on behalf of the Client will be invoiced for direct reimbursement.
5. **Engineer's Estimate of Costs:** Since CONSULTANT has no control over the costs of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, our Engineer's Estimate of Costs provided for herein are to be made on the basis of our experience and qualifications and represent our best judgment as experienced and qualified professional engineers, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Projects or Construction Cost will not vary from Estimate of Costs prepared by CONSULTANT. If prior to the Bidding or Negotiating Phase, Client wishes greater assistance as to Project or Construction Cost, Client shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.
6. **Venue:** Both parties hereby agree that the venue of this Agreement, without prior notice, will lie in Orange County, Florida.
7. **Indemnification:** Client and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and CONSULTANT, they shall be borne by each party in proportion to its negligence.

Client Initials

- 8. Risk Allocations:** In recognition of the relative risks, rewards and benefits of the project to both the Client and CONSULTANT, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of fees earned by CONSULTANT for services rendered for the project. Such causes include but are not limited to CONSULTANT's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.
- 9. Governmental Review and Approval:** While all work will be accomplished to the highest caliber to meet permit design criteria, the engineering process requires interpretation of governmental regulations which may, from time to time, differ from the reviewing entity or be subject to change based on ordinance or rule modification during the review process. CONSULTANT cannot guarantee the action or timeliness of government officials and agencies during the project review and approval process.
- 10. Property Ownership:** If the Client is not the owner of the subject project property, Client, by execution of this agreement, acknowledges notification of the property Owner of services to be rendered under this agreement. Client, if acting as agent to Property Owner in application for governmental approvals to be obtained under this agreement, will be required to provide written authorization from Property Owner for such actions and in some cases, Property Owner's signature will be required on Application forms. Client shall provide CONSULTANT with property ownership information. CONSULTANT may provide direct notification to the Property Owner of services rendered or to be rendered. If during the course of this Agreement, there is a transfer of property ownership, CONSULTANT shall be notified immediately and provided with the updated information. Client acknowledges and agrees that the services to be performed by CONSULTANT pursuant hereto may render the project property subject to lien for professional services pursuant to Florida Statutes.
- 11. Additional Services:** Additional services, which may be provided pursuant to the Agreement, are considered part of the original Agreement and bound the General Terms and Conditions outlined herein.
- 12.** Client binds itself and its partners, successors, administrators and assigns to all covenants, agreements and obligations of this Agreement and the terms and conditions thereof.
- 13. Construction Phase Services:** If this Agreement provides for any construction phase services by CONSULTANT, it is understood that the Client's contractor, not CONSULTANT, is responsible for the construction of the project, and that CONSULTANT is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by Client's contractor.
- 14. Dispute Resolution:** Client and CONSULTANT agree that they shall first submit and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
- 15. Force Majeure:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any clause beyond its reasonable control and without its negligence.
- 16. Standard of Care:** The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the skill and care used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.
- 17. Hazardous Environmental Conditions:** It is acknowledged by both parties that CONSULTANT's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that CONSULTANT is performing professional services for Client and CONSULTANT is not and shall not be required to become an "arranger", "operator" or "transporter" of hazardous substances.



August 28, 2020

Client

Mr. Tony Iorio
Hanover Land Company LLC
605 Commonwealth Ave
Orlando, FL 32803

Email: tiorio@hcpland.com

Re: Mcelyea Property

Proposal № 2280-19, Addendum No. 1
City of Leesburg, Florida
Project № 19075

Dear Mr. Iorio,

We are pleased to submit this addendum for additional professional engineering services for the preparation of a revised and updated Tier-2 Traffic Impact Study in support of the development application for the above-referenced project located in City of Leesburg, Florida. This addendum becomes a part of the original TMC Contract No 2280-19 dated June 10, 2019.

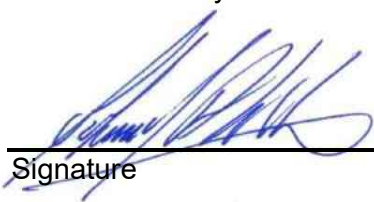
The fee for the additional Scope of Work is \$7,500.00.

If you are in agreement with this addendum, please execute and return one copy as our Notice to Proceed.

Company

Traffic & Mobility Consultants LLC

Signature



Signature

Printed Name

Mohammed N. Abdallah, PE, PTOE

Title

Principal, MGR

Date

August 28, 2020



August 6, 2019

Tony Iorio
Vice President-Land Development
Hanover Land Company, LLC
605 Commonwealth Avenue
Orlando, Florida 32803

Re: McElyea
Leesburg, Florida
Maser Project No. 19002590P

Dear Tony;

Maser Consulting, P.A. (Maser) is pleased to submit this proposal for professional services to Hanover Land Company, LLC (Client) for survey services on the McElyea project in Leesburg, Florida (Project). The Project consists of a vacant and wooded parcel totaling approximately 164 acres with frontage on C.R 48 and is proposed for a total of 542 lots. Under this authorization Maser proposes to perform survey services as defined in the Scope of Services to below.

SECTION I – SCOPE OF SERVICES

I. ALTA/NSPS LAND TITLE SURVEY

Maser will perform a boundary and topographic survey on the project in compliance with Chapter 5J 17.05 of the Florida Administrative Code and the 2016 Minimum Standard detail Requirements for ALTA/NSPS Land Title Surveys. This survey will include items. This survey will include Items 1-5, 6(a), 7(a), 8, 11, 12, 13, 16, 18 and 19. This scope item includes:

- Maser proposes to use a combination of traditional surveying, and LiDAR on our Vapor 55 UAS platform to offer the most efficient means to gather topographic data. Topographic coverage over the property sufficient to develop one-foot contours. Topographic coverage will include adjacent roadways and overlap adjacent properties approximately 50'.
- Location of approximately 1,800 l.f. of wetlands as they are marked by Client's biological consultant.
- Review a title commitment provided by Client and plot relevant matters on the survey, including any offsite servient easements.

This scope item, when completed will fulfill Clients request for ALTA, Boundary, Topographic and Wetland surveying. The results of this work will be an ALTA/NSPS Land Title Survey delivered locally to Client, and CAD files made available to the project team.

II. TREE SURVEY

Maser will perform a tree survey on the project in compliance with Chapter 5J 17.05 of the Florida Administrative Code. Under this scope item Maser will map the location, species and D.B.H (Diameter at Breast Height) of all non-citrus trees within upland areas meeting the minimum criteria of 6" D.B.H. Regarding planted pine trees over a portion of the property; Maser will depict these trees using aerial photography. Sizes will be based on averages in each area.

The results of this work will be added to the survey completed as a part of Scope Item I.

SCHEDULE OF FEES

I.	ALTA/NSPS LAND TITLE SURVEY	\$38,420.00
II.	TREE SURVEY	\$29,050.00
	TOTAL	\$67,470.00

This is to be considered a Fixed Fee Plus Reimbursable contract. This Contract and Fee Schedule shall be based on terms and conditions attached as Exhibit A. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

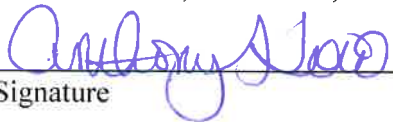
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EXCLUSIONS AND UNDERSTANDINGS


- Client is to provide a certificate of title and any relevant supporting information.
- All review and recording fees are to be paid by Client.
- This fee does not include Subdivision Platting, SUE services, Construction Staking, or As-Built Surveys of construction or improvements that may take place after the date of survey. All of these services are available under separate authorization.

CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.



Signature



Date



Printed Name



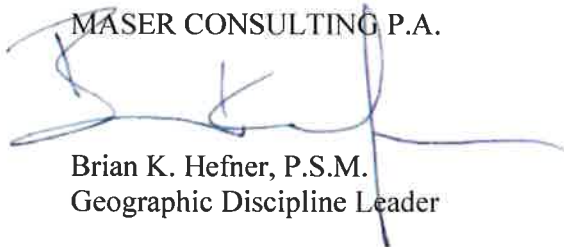
Title

If you find this proposal acceptable, please sign where indicated above and return one signed copy to this office.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

MASER CONSULTING P.A.



Brian K. Hefner, P.S.M.
Geographic Discipline Leader

cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 20 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and **payment is expected within ten (10) days of Client receipt of payment from Owner.** In the event payment is not made according to the terms and conditions herein, the matter may proceed to an attorney for collection. Client shall be responsible for court costs and reasonable attorney fees.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION III – TECHNICAL STAFF HOURLY RATE SCHEDULE

**MASER CONSULTING P.A.
2019 RATE SCHEDULE
FLORIDA
Geospatial / Land Surveying**

SURVEY FIELD CREWS

BILLING TITLES	HOURLY RATES
Survey Crew – 2 Man.....	155.00
Survey Crew – 1 Man w/Robotic Equipment	125.00
Additional third man/ Rod Person	40.00
GPS Receiver	30.00 per hour
Field Coordinator	125.00
LASER Scanning Technician	95.00
Laser Scanner.....	750.00 per Day
Senior Technical Assistant.....	95.00
ATV or Utility Vehicle	100.00 per day

SUE FIELD CREWS

BILLING TITLES	HOURLY RATES
SUE Crew (designating) – 1 Man	105.00
SUE Crew (designating - 2 Man.....	155.00
SUE Crew (locating) – 2 Man.....	170.00
SUE Crew (locating) - 3 Man.....	210.00
Manhole Crew - 2 Man.....	140.00
Designating Equipment (includes GPR)	20.00 per hour
Vacuum Truck.....	50.00 per hour

UAS / DRONES FIELD CREW / PILOTS

BILLING TITLES	HOURLY RATES
Flight Crew (107 Cert / Vis observer) – 2 Man .	250.00/hour
Lidar Missions (Vapor55 – sensor).....	1,000.00/day
Photo Missions (Platform and camera)	300.00/day

MOBILE LIDAR FIELD CREW / SYSTEM

BILLING TITLES	HOURLY RATES
Mobile LiDAR Crew – 2 Man	315.00
VMX-450 Compact Mobile LiDAR	1,000.00 per day
VMX-1HA Compact Mobile LiDAR	2,300.00 per day

Client's Initials _____



SURVEY/SUE OFFICE PERSONNEL:

BILLING TITLES	HOURLY RATES
Principal	210.00
Licensed Land Surveyor	185.00
Project Manager	165.00
SUE Manager	165.00
Lidar Processing	165.00
Technical Professional	140.00
Senior Survey Technician	110.00
Survey Technician	100.00
Technical Assistant	90.00
Data / Field Technician	75.00
Administrative Assistant	65.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	3.75 / Each
Computer Mylars / Color Plots	50.00 / Each
Photo Copies	0.10 / Each
Color Photo Copies	1.75 / Each
Document Binding	3.00 / Each
Compact Disk CD/DVD	75.00 / Each
Exhibit Lamination (24" x 36" or larger)	50.00 / Each
Initial Digital Signature	250.00
Additional Digital Signatures	50.00/Each

* Mileage reimbursement subject to change based upon IRS standard mileage rate.



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

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Maitland, Florida 32751
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www.maserconsulting.com

November 6, 2019

Tony Iorio
Vice President-Land Development
Hanover Land Company, LLC
605 Commonwealth Avenue
Orlando, Florida 32803

Re: McElyea
Leesburg, Florida
Maser Project No. 19002590P

Dear Tony;

Maser Consulting, P.A. (Maser) is pleased to submit this proposal for professional services to Hanover Land Company, LLC (Client) for survey services on the McElyea project in Leesburg, Florida (Project). The Project consists of a vacant and wooded parcel totaling approximately 164 acres with frontage on C.R 48 and is proposed for a total of 542 lots to be platted in three phases. Under this authorization Maser proposes to perform survey services as defined in the Scope of Services to below.

SECTION I – SCOPE OF SERVICES

I. Phase I Final Plat

A final subdivision plat for approximately 182 lots will be created in accordance with Chapter 177, Florida Statutes and the requirements of the City of Leesburg. Areas designated as future phases will be platted as tracts in this phase, to aid in future platting. This document will be based on the approved construction engineering plans provided by **Client** and include the following:

- Show full project geometry including the dimensions of all proposed lots, tracts and roadways.
- Show all matters of title as they are presented in an opinion of title, (to be furnished by the **Client**).

II. Phase I Plat Processing

- Maser will fill-out a final plat application as required by the City of Leesburg, including a calculation of fees required and will forward to Client for signature and fees. A draft of the plat along with the legal description in WORD format will be forwarded to Client for use in obtaining a certificate of title. Maser will work on behalf of the Client in attempting to secure plat approval by both the CDD and the City of Leesburg, including



responding to review comments and/or requests for additional information. This task is hourly with an estimate fee.

III. Phase I PRM's

Maser will set all Permanent Reference Monuments (P.R.M.'s) as required by the City of Leesburg and F.S. Chapter 177.

IV. Phase I PCP's

Maser will set all Permanent Control Points (P.C.P.'s) as required by the City of Leesburg and F.S. Chapter 177.

V. Phase II Final Plat

A final subdivision plat for approximately 180 lots will be created in accordance with Chapter 177, Florida Statutes and the requirements of the City of Leesburg. Areas designated as future phases will be platted as tracts in this phase, to aid in future platting. This document will be based on the approved construction engineering plans provided by **Client** and include the following:

- Show full project geometry including the dimensions of all proposed lots, tracts and roadways.
- Show all matters of title as they are presented in an opinion of title, (to be furnished by the **Client**).

VI. Phase II Plat Processing

- Maser will fill-out a final plat application as required by the City of Leesburg, including a calculation of fees required and will forward to Client for signature and fees. A draft of the plat along with the legal description in WORD format will be forwarded to Client for use in obtaining a certificate of title. Maser will work on behalf of the Client in attempting to secure plat approval by both the CDD and the City of Leesburg, including responding to review comments and/or requests for additional information. This task is hourly with an estimate fee.

VII. Phase II PRM's

Maser will set all Permanent Reference Monuments (P.R.M.'s) as required by the City of Leesburg and F.S. Chapter 177.

VIII. Phase II PCP's

Maser will set all Permanent Control Points (P.C.P.'s) as required by the City of Leesburg and F.S. Chapter 177.



IX. Phase III Final Plat

A final subdivision plat for approximately 180 lots will be created in accordance with Chapter 177, Florida Statutes and the requirements of the City of Leesburg. Areas designated as future phases will be platted as tracts in this phase, to aid in future platting. This document will be based on the approved construction engineering plans provided by **Client** and include the following:

- Show full project geometry including the dimensions of all proposed lots, tracts and roadways.
- Show all matters of title as they are presented in an opinion of title, (to be furnished by the **Client**).

X. Phase III Plat Processing

- Maser will fill-out a final plat application as required by the City of Leesburg, including a calculation of fees required and will forward to Client for signature and fees. A draft of the plat along with the legal description in WORD format will be forwarded to Client for use in obtaining a certificate of title. Maser will work on behalf of the Client in attempting to secure plat approval by both the CDD and the City of Leesburg, including responding to review comments and/or requests for additional information. This task is hourly with an estimate fee.

XI. Phase III PRM's

Maser will set all Permanent Reference Monuments (P.R.M.'s) as required by the City of Leesburg and F.S. Chapter 177.

XII. Phase III PCP's

Maser will set all Permanent Control Points (P.C.P.'s) as required by the City of Leesburg and F.S. Chapter 177.

XIII. Lot Corners

Maser will set all Lot Corners as required by the City of Leesburg and F.S. Chapter 177. This scope item is based on an initial estimate of 1,100 corners @

**SCHEDULE OF FEES**

I.	Phase I Final Plat	\$ 6,200.00
II.	Phase I Plat Processing	\$ 4,000.00
III.	Phase I Plat P.R.M.'s	\$ 3,720.00
IV.	Phase I Plat P.C.P.'s	\$ 3,720.00
	Phase I Subtotal	\$17,640.00
V.	Phase II Final Plat	\$ 6,200.00
VI.	Phase II Plat Processing	\$ 4,000.00
VII.	Phase II Plat P.R.M.'s	\$ 3,720.00
VIII.	Phase II Plat P.C.P.'s	\$ 3,720.00
	Phase II Subtotal	\$17,640.00
IX.	Phase III Final Plat	\$ 6,200.00
X.	Phase III Plat Processing	\$ 4,000.00
XI.	Phase III Plat P.R.M.'s	\$ 3,720.00
XII.	Phase III Plat P.C.P.'s	\$ 3,720.00
	Phase III Subtotal	\$17,640.00
XIII	Lot Corners (1,100 @ 26.67ea.)	\$29,340.00

This Contract and Fee Schedule are based upon the Master Service Agreement currently in force between Client and Maser. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

EXCLUSIONS AND UNDERSTANDINGS

- Client is to provide a certificate of title and any relevant supporting information.
- All review and recording fees are to be paid by Client.
- This proposal does not include construction staking. This service is available under a separate authorization.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or



damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.



13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for; such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

**SECTION III – TECHNICAL STAFF HOURLY RATE SCHEDULE****MASER CONSULTING P.A.
2019 RATE SCHEDULE
FLORIDA
Geospatial / Land Surveying****SURVEY FIELD CREWS**

BILLING TITLES	HOURLY RATES
Survey Crew – 2 Man.....	155.00
Survey Crew – 1 Man w/Robotic Equipment	125.00
Additional third man/ Rod Person	40.00
GPS Receiver	30.00 per hour
Field Coordinator.....	125.00
LASER Scanning Technician	95.00
Laser Scanner.....	750.00 per Day
Senior Technical Assistant.....	95.00
ATV or Utility Vehicle	100.00 per day

SUE FIELD CREWS

BILLING TITLES	HOURLY RATES
SUE Crew (designating) – 1 Man	105.00
SUE Crew (designating - 2 Man	155.00
SUE Crew (locating) – 2 Man	170.00
SUE Crew (locating) - 3 Man	210.00
Manhole Crew - 2 Man.....	140.00
Designating Equipment (includes GPR)	20.00 per hour
Vacuum Truck.....	50.00 per hour

UAS / DRONES FIELD CREW / PILOTS

BILLING TITLES	HOURLY RATES
Flight Crew (107 Cert / Vis observer) – 2 Man..	250.00/hour
Lidar Missions (Vapor55 – sensor).....	1,000.00/day
Photo Missions (Platform and camera).....	300.00/day

MOBILE LIDAR FIELD CREW / SYSTEM

BILLING TITLES	HOURLY RATES
Mobile LiDAR Crew – 2 Man	315.00
VMX-450 Compact Mobile LiDAR	1,000.00 per day
VMX-1HA Compact Mobile LiDAR	2,300.00 per day



SURVEY/SUE OFFICE PERSONNEL:

BILLING TITLES	HOURLY RATES
Principal	210.00
Licensed Land Surveyor	185.00
Project Manager	165.00
SUE Manager	165.00
Lidar Processing	165.00
Technical Professional	140.00
Senior Survey Technician	110.00
Survey Technician	100.00
Technical Assistant	90.00
Data / Field Technician	75.00
Administrative Assistant	65.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	3.75 / Each
Computer Mylars / Color Plots	50.00 / Each
Photo Copies	0.10 / Each
Color Photo Copies	1.75 / Each
Document Binding	3.00 / Each
Compact Disk CD/DVD	75.00 / Each
Exhibit Lamination (24" x 36" or larger)	50.00 / Each
Initial Digital Signature	250.00
Additional Digital Signatures	50.00/Each

* Mileage reimbursement subject to change based upon IRS standard mileage rate.



SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Anthony Iorio
Signature

4/19/21
Date

Anthony Iorio
Printed Name

VP
Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Invoices are due within 30 days.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

MASER CONSULTING P.A.

Brian K. Hefner, P.S.M.
Geographic Discipline Leader

XXX/xx

cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)



Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

February 14, 2019

R200160.00

Mr. Tony Iorio
Vice President of Land Development
Hanover Land Company, LLC.
605 Commonwealth Ave
Orlando, FL 32803

Proposal
McElyea Project
City Of Leesburg, Florida

Dear Tony:

Per your request, GAI Consultants, Inc. (GAI) is submitting this Proposal to Hanover Company, LLC., (Client) for the performance of the professional services described below in the Scope of Services for the project stated above.

Project Understanding

The subject property is approximately 165 acres in size located on County Road 48 (CR48) in the City of Leesburg. Based on the attached concept plan, Exhibit C and design parameters provided by the Client, the project at buildout would yield approximately 541 residential lots with a combination of 40', 50' and 65' wide lots. It is anticipated that the project will connect to existing water and sanitary sewer services located on CR48, provided by the City of Leesburg which currently has sufficient capacity to serve the project.

The design of the project will include the necessary infrastructure to support the development which includes offsite roadway improvements to CR48 and Number 2 Road, internal roadways, site grading, stormwater collection, potable water, and wastewater collection and transmission systems based on current regulations set forth by Lake County, City of Leesburg, the Department of Environmental Protection (FDEP) and the South Johns River Water Management District (SJRWMD). This scope of services assumes that this project will be designed and permitted at one time with four (4) phases identified within the construction plans. The construction of the project will be up to four (4) phases.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI will perform the following described Scope of Services:

Task 1 – Analysis Phase

1.0 Geotechnical Study Assistance

GAI will assist the Project Geotechnical Engineer prior to commencing their initial geotechnical study by making recommendations as to the location of borings for the project. Also, a list of required design parameters will be outlined; such as flexible and rigid pavement specification, soil internal angles, etc. The geotechnical report will include the entire project.

2.0 Master Utility Plan Analysis & Design

GAI based on the current development program of 537 units, will calculate the utility demands in accordance with the City of Leesburg and FDEP standards. Subsequently, GAI will prepare the necessary hydraulic models used to demonstrate that the master utility systems (potable water, reuse

water, and sanitary sewer) function in accordance with the required standards. This will include modeling of proposed lift stations.

3.0 Stormwater and Floodplain Analysis & Design

GAI will analyze and design the stormwater management system for the project that meets the requirements set forth by SJRWMD and the City of Leesburg. It is anticipated that wet detention ponds will be utilized to provide treatment, attenuation, and floodplain compensation for the project. GAI will rely upon the estimated seasonal high-water elevations provided by the geotechnical consultant for the analysis and design of the stormwater management system. If it is determined the proposed ponds shown in the master conceptual plan will not provide adequate compensation for impacts to the 100-year floodplain, the site plan may need to be modified. GAI will prepare an amendment (if applicable) to update the analysis if a site plan change is needed.

4.0 Site Layout Plan and Preliminary Grading Plans

From the client approved conceptual plan, GAI will prepare a dimensionally-accurate horizontal control plan in CADD showing the proposed lots, driveway area, open areas, and stormwater tracts. Upon approval by the client, this plan will serve as the base sheet for the preliminary grading plans and the project.

5.0 Preliminary Earthwork Volume Analysis Assistance

GAI will work with the Client's contractor, to prepare an opinion of the earthwork volume needed or generated through the development of the Project. This analysis will be performed based on conventional topographic survey data provided by the Client. GAI will not direct, supervise or influence their work activities or product.

6.0 Analysis Phase Meetings

GAI will have the Project Manager attend meetings with the Owner and/or the design team to communicate the overall project design, as requested. It is anticipated four (4) meetings will be required.

Task 2 – Design Phase

7.0 Final Engineering Plans

GAI will prepare the onsite infrastructure design for this Project in accordance with the client approved conceptual plan. The design will include the updating of the necessary infrastructure to support the development including site access, lot grading, stormwater collection, potable water, and wastewater collection, and transmission. The plans will be in accordance with the current criteria and standards of the City of Leesburg, the SJRWMD, and FDEP. Plans will be furnished to the Client in paper or digital PDF format and shall be accurate, legible, and complete in design. An earthwork analysis will not be performed by GAI for this project.

8.0 Sanitary Lift Station Design

GAI will prepare the design of two sanitary lift stations to service the proposed 537 residential units. The plans will be in accordance with the current criteria and standards of the City of Leesburg and FDEP.

9.0 Offsite County Road 48 Roadway Improvement Plans

GAI will utilize the survey prepared by others to design the offsite roadway improvements to CR 48 as defined by the traffic consultant or Lake County for the project. The design will include the necessary infrastructure to support the traffic study, site access, grading, and stormwater conveyance. The plans will be updated in accordance with the current criteria and standards of Lake County, City of Leesburg and SJRWMD. Plans will be furnished to the client in reproducible form and shall be accurate, legible, and complete in design.

10.0 Offsite Number 2 Roadway Improvement Plans

GAI will utilize the survey prepared by others to design the offsite roadway improvements to Number 2 roadway as defined by the traffic consultant or Lake County for the project. At this time a right turn lane is anticipated. The design will include the necessary infrastructure to support the traffic study, site access, grading, and stormwater conveyance. The plans will be in accordance with the current criteria and standards of Lake County, the City of Leesburg and SJRWMD. Plans will be furnished to the client in paper or digital PDF format and shall be accurate, legible, and complete in design.

11.0 Offsite Utility Improvement Plans

GAI will utilize the survey prepared by others to design the approximate 1.4 miles of proposed force main and water main extension required for the project. The plans will be in accordance with the current criteria and standards of Lake County, the City of Leesburg and FDEP. Plans will be furnished to the client in paper or digital PDF format and shall be accurate, legible, and complete in design. If a connection to the existing force main located at the intersection of CR 48 and US 27 GAI will prepare an amendment for the additional scope.

12.0 Prepare/Process SJRWMD General ERP Permit Application

GAI will prepare and submit an application package for an Environmental Resource Permit (ERP) to the SJRWMD. It is anticipated that an Individual ERP will be required for this project. The application package will include the following:

- Sections A, C, and E of the application. Please note that the Environmental Consultant will be responsible for completing Section C and supporting exhibits.
- supporting documentation
- Supporting computations
- Supporting exhibits and figures.

GAI will schedule and attend a pre-application meeting with representatives of the SJRWMD. GAI will respond to comments generated by the jurisdictional agency and will communicate with other consultants to modify and re-submit the application documents. This proposal assumes no wetland impacts. If wetland impacts are proposed GAI will prepare an amendment for the additional scope to update the application and construction plans.

13.0 Prepare/Process City of Leesburg Permit Application

GAI will assist the client with the preparation and submittal of permit applications and submittal packages associated with site construction. GAI will prepare and assemble narratives, calculations, application forms, drawings, exhibits, et cetera. The following permits will be required:

- City of Leesburg – Master Utility Plan Approval
- City of Leesburg – Subdivision Construction Plan Approval
- City of Leesburg – Offsite Roadway Improvement Plan Approvals
- City of Leesburg – Offsite Utility Improvement Plan Approval

GAI will respond to comments generated by the jurisdictional agency and will communicate with other consultants to modify and re-submit the application documents

14.0 Prepare/Process Lake County Permit Application

GAI will assist the client with the preparation and submittal of permit applications and submittal packages associated with site construction. GAI will prepare and assemble narratives, calculations, application forms, drawings, exhibits, et cetera. The following permits will be required:

- Lake County – ROW Permit Approval - Offsite Roadway Improvement Plan

- Lake County – ROW Permit Approval - Offsite Utility Improvement Plan

GAI will respond to comments generated by the jurisdictional agency and will communicate with other consultants to modify and re-submit the application documents.

15.0 Prepare/Process FDEP Permit Applications

GAI will assist the client with the preparation, communication, and submittal of permit applications and submittal packages associated with the modifications to the site construction. GAI will prepare and assemble narratives, calculations, application forms, drawings, exhibits, et cetera. The following permits will be required:

- FDEP – Sanitary Sewer Collection System Permit
- FDEP – Water Distribution System Permit

GAI will respond to comments generated by the jurisdictional agency and will communicate with other consultants to timely modify and re-submit the application documents.

16.0 Landscape Architecture

Based upon the engineering plans, GAI will prepare landscape planting plans meeting the requirements of the City of Leesburg for the following:

- Street trees
- Buffer plantings as required by the City of Leesburg Land Development Code
- Project entrances
- Common areas to include recreation areas identified on the Master Development Plan and stormwater pond edges.
- Amenity Center

The planting plans will be completed concurrently with the completion of the site engineering drawings. The plans will be submitted along with the previously described engineering plans for the City of Leesburg permits and approvals and will be modified as needed based upon comments received from the City during their review process. The plans will indicate the location of all proposed plant materials, identify plant material by both botanical and common name, specify quantities and sizes to be installed, and will outline planting procedures to be followed and guarantees required. Appropriate planting details will be included.

GAI will subcontract with a certified irrigation designer to provide plans for the construction of an electric automatic irrigation system, for the landscape areas described above with the exception of the streets. Should the Client wish to provide irrigation coverage of the street trees and project right-of-ways the design of that irrigation system can be completed for an additional fee to be determined upon request. The plans will be coordinated with the project electrical engineer for the provision of electrical service for the electric controls. These plans will indicate meter locations, backflow preventers, controllers, valves, spray heads, drip emitters and/or gear drive heads, and automatic shut-off per Florida law. This scope of services does not include the design of a well for irrigation water supply or the procurement of a water management district Consumptive Use Permit.

GAI will prepare hardscape design and contract documents for the project entrances, recreation areas and amenity center including dimensioned layout plans, and elevations (as needed) including the selection of materials, colors, and patterns for site features which may include:

- Entry wall/signs
- Specialty paving

- Small shade structures
- Playground equipment
- Walls
- Site furnishings
- Fences
- Walks

Landscape lighting (selection and placement of fixtures - electrical circuiting plans by others)

Amenity area swimming pool and pool deck (completed in plan view. If necessary to further communicate the design intent cross-sections may be developed. This scope of services does not include the completion of a swimming pool or any architectural decorative fountain electrical, mechanical, plumbing or structural plans for any water feature pumps, recirculating pumps or filtration system(s).

Floating fountains (electrical service by others)

The hardscape plans will include the necessary construction details (layout plans, elevations, cross-sections) for the accurate bidding and construction of these items.

17.0 Design Meetings

GAI will have the Project Manager attend meetings with the Owner and/or the design team to communicate the overall project design, as requested. It is anticipated six (6) meetings will be required.

18.0 Prepare/Process Conditional Letter of Map Revision

A Conditional Letter of Map Revision (CLOMR) application request package for the above-referenced property and submit to Lake County and FEMA.

- Preparation of Topographic Floodplain Maps

A seamless terrain from the site topography and countywide lidar data covering the study area and adjacent drainage areas. The model will delineate the existing conditions drainage basins, and develop the hydrologic parameterization for modeling purposes, such as infiltration, impervious percentage, etc. We will simulate the existing conditions mean annual, 5-, 25-, and 100-year storm events and provide the results to you for review. At this time, we believe we may have to simulate the 100-year 96-hour storm event for FEMA purposes, however, the other storms may be necessary to meet local regulatory requirements.

The model will delineate the existing conditions 100-year floodplain boundary for the project site, and provide the mapping extents to you for review prior to proceeding.

Assuming the results of the existing conditions analysis is acceptable, and with your authorization, we will use the site plans provided to us to develop an overall proposed conditions model to assess the overall impacts of the site on the existing flood levels. We will update the GIS coverages of the existing conditions modeling, and develop updated hydrologic parameters for proposed conditions, as necessary. We will simulate the proposed conditions mean annual, 5-, 25-, and 100-year storm events and provide the results to you for your use.

- Preparation of the CLOMR Application

Preparation of the necessary forms, figures, documentation, and certifications for a Conditional Letter of Map Revision (CLOMR) submittal to the County and FEMA. Please note that a CLOMR submittal also requires proof of compliance with the Endangered Species Act (ESA). We will need assistance from your environmental specialist to develop this documentation

- **Meetings and Lake County/FEMA Communication**

GAI will meet with Lake County to review the CLOMR application. GAI anticipates two (2) meetings with the Lake County staff that will be attended by two (2) GAI staff members. In addition, communication will be required with FEMA and Lake County throughout the CLOMR review process. It is anticipated that there will be a maximum of two (2) requests for additional data from FEMA.

19.0 Prepare/Process LOMR Application

The resulting CLOMR approval does not officially change a flood zone. The CLOMR must be followed up with a follow-up Letter of Map Revision (LOMR) for the zone change to become effective. Due to the follow-up LOMR typically being submitted more than a year after the CLOMR analysis is initiated (once as-built surveys are completed), and the uncertainties involved in such an extended projection, a follow-up LOMR is not included in this scope. However, for your planning purposes, note that the typical schedule for a LOMR review is similar to a CLOMR (6-8 months), with an additional 4+ months required after approval for the approved LOMR to become effective for insurance purposes. Our LOMR fee is similar to a CLOMR effort. The FEMA review fee for a LOMR is currently \$8,250, but may be revised in the future. Again, this LOMR cost and projected schedule is based on current information, and be subject to change.

Task 3 – Construction Administration Phase

Civil

20.0 Construction Administration - Phase 1

Upon receipt of the necessary construction permits, GAI will provide construction administration services as follows:

- GAI will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process.
- GAI will provide "for construction use" final engineering plans for use by the Client and the selected contractor.
- GAI will conduct a pre-construction conference with representatives of the selected contractor, Lake County, City of Leesburg and the Client.
- GAI will make up to two (2) field visits per month to observe construction, as well as attend the testing of the infrastructure prior to Regulatory Agency Certification. These observations will not be exhaustive or continuous. GAI will review the shop drawings prepared by the contractor and provide comments based on their conformance with the approved construction plans. GAI will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. GAI will keep the Client informed of its observations of the work and will advise the Client of known defects and deficiencies in such work. These visits will be scheduled as necessary for certification purposes or as requested by the Client. GAI anticipates a **10-month** construction schedule.
- Upon completion of construction in conformance with the permitted construction plans and upon receipt from Client's contractor of an "as-built" survey signed and sealed by a professional licensed surveyor identifying actual as-built conditions and a CAD file of these as-builts, GAI will prepare Record Drawings, conduct a final site visit and submit a letter of substantial completion and certification of completion to the FDEP, Lake County, City of Leesburg and the SJRWMD.

This Agreement assumes that the Client or Contractor will prepare the NPDES NOI, perform weekly monitoring and file for the Notice of Termination (NOT). GAI will provide base files of the construction plans to the third-party entity to assist in this task.

21.0 Construction Administration - Phase 2

Upon receipt of the necessary construction permits, GAI will provide construction administration services as follows:

- GAI will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process.
- GAI will provide "for construction use" final engineering plans for use by the Client and the selected contractor.
- GAI will conduct a pre-construction conference with representatives of the selected contractor, Lake County, City of Leesburg and the Client.
- GAI will make up to two (2) field visits per month to observe construction, as well as attend the testing of the infrastructure prior to Regulatory Agency Certification. These observations will not be exhaustive or continuous. GAI will review the shop drawings prepared by the contractor and provide comments based on their conformance with the approved construction plans. GAI will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. GAI will keep the Client informed of its observations of the work and will advise the client of known defects and deficiencies in such work. These visits will be scheduled as necessary for certification purposes or as requested by the Client. GAI anticipates an **8-month** construction schedule.
- Upon completion of construction in conformance with the permitted construction plans and upon receipt from Client's contractor of an "as-built" survey signed and sealed by a professional licensed surveyor identifying actual as-built conditions and a CAD file of these as-builts, GAI will prepare Record Drawings, conduct a final site visit and submit a letter of substantial completion and certification of completion to the FDEP, Lake County, City of Leesburg and the SJRWMD.

This Agreement assumes that the Client or Contractor will prepare the NPDES NOI, perform weekly monitoring and file for the Notice of Termination (NOT). GAI will provide base files of the construction plans to the third-party entity to assist in this task.

22.0 Construction Administration - Phase 3

Upon receipt of the necessary construction permits, GAI will provide construction administration services as follows:

- GAI will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process.
- GAI will provide "for construction use" final engineering plans for use by the Client and the selected contractor.
- GAI will conduct a pre-construction conference with representatives of the selected contractor, Lake County, City of Leesburg and the Client.
- GAI will make up to two (2) field visits per month to observe construction, as well as attend the testing of the infrastructure prior to Regulatory Agency Certification. These observations will not be exhaustive or continuous. GAI will review the shop drawings prepared by the contractor and provide comments based on their conformance with the approved construction plans. GAI will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. GAI will keep the Client informed of its observations of the work and will advise the client of known defects and deficiencies in such work. These visits will be scheduled as necessary for certification purposes or as requested by the Client. GAI anticipates an **8-month** construction schedule.
- Upon completion of construction in conformance with the permitted construction plans and upon receipt from Client's contractor of an "as-built" survey signed and sealed by a professional

licensed surveyor identifying actual as-built conditions and a CAD file of these as-builts, GAI will prepare Record Drawings, conduct a final site visit and submit a letter of substantial completion and certification of completion to the FDEP, Lake County, City of Leesburg and the SJRWMD.

This Agreement assumes that the Client or Contractor will prepare the NPDES NOI, perform weekly monitoring and file for the Notice of Termination (NOT). GAI will provide base files of the construction plans to the third-party entity to assist in this task.

23.0 Construction Administration - Phase 4

Upon receipt of the necessary construction permits, GAI will provide construction administration services as follows:

- GAI will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process.
- GAI will provide "for construction use" final engineering plans for use by the Client and the selected contractor.
- GAI will conduct a pre-construction conference with representatives of the selected contractor, Lake County, City of Leesburg and the Client.
- GAI will make up to two (2) field visits per month to observe construction, as well as attend the testing of the infrastructure prior to Regulatory Agency Certification. These observations will not be exhaustive or continuous. GAI will review the shop drawings prepared by the contractor and provide comments based on their conformance with the approved construction plans. GAI will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. GAI will keep the Client informed of its observations of the work and will advise the client of known defects and deficiencies in such work. These visits will be scheduled as necessary for certification purposes or as requested by the Client. GAI anticipates an **8-month** construction schedule.
- Upon completion of construction in conformance with the permitted construction plans and upon receipt from Client's contractor of an "as-built" survey signed and sealed by a professional licensed surveyor identifying actual as-built conditions and a CAD file of these as-builts, GAI will prepare Record Drawings, conduct a final site visit and submit a letter of substantial completion and certification of completion to the FDEP, Lake County, City of Leesburg and the SJRWMD.

This Agreement assumes that the Client or Contractor will prepare the NPDES NOI, perform weekly monitoring and file for the Notice of Termination (NOT). GAI will provide base files of the construction plans to the third-party entity to assist in this task.

Landscape Architecture

24.0 Construction Administration

GAI can provide the following services during the construction phases of the project and will do so on an hourly not-to-exceed basis and only upon the request of the Client:

- Respond to Requests for Information (RFI's) from the contractor during project bidding
- Attend a team pre-construction meeting
- Respond to RFI's from the contractor during construction
- Review and approve or deny submitted shop drawings, product data and/or samples as required by the Contract Documents
- Recommend to the Client the rejection of work completed by the General Contractor which is not constructed in accordance with the Contract Documents
- Provide site visits to observe and become familiar with the progress and quality of the landscape architectural components of work completed to determine if the work is generally being performed

in accordance with the Construction Documents and ultimately providing a "Substantial Completion" and a "Final Completion" site visit with punch lists.

GAI will not be required to make exhaustive or continuous on-site inspections/observations to check the quality or quantity of work. GAI shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the contract document.

Additional Services

The consultant will provide Additional Services upon written requests from the Client. The scope and fee required for these services will be identified, negotiated, and supplemental agreement executed prior to the initiation of the professional service.

Services Not Included

The following services are not included in this Agreement at this time:

- An Estimate of Probable Cost
- Earthwork analysis
- Community Pool – Amenity Area
- Ecological and Environmental Services
- Structural Design
- Traffic Study
- Geotechnical Investigation
- Survey Services
- Lighting Plan
- SJRWMD Dewatering Permit

Should work be required in these areas, or areas not previously described, GAI will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

Reimbursable Expenses

In addition to the labor compensation, the Consultant shall be reimbursed for expenditures made specifically for the project such as printing and reprographics; application/filing fees; out of County travel, postage, and courier service charges; purchase of maps and similar documents. These direct expenses will be billed at cost.

Client Furnished Information

It is understood that GAI will perform services under the sole direction of the client. In the performance of these services, GAI will communicate its efforts with those of other project team members, the client's architect, and other consultants, as required. The client shall provide GAI with project-related technical data as required to complete the proposed task. GAI will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Agreement.

- Topographic Survey onsite and offsite will be provided by Client's Surveyor
- Geotechnical Report will be provided by the Client's Geotechnical Engineer.
- Concept Plan will be provided by Clients Planner.
- Traffic Study provided by Clients Traffic Consultant

- Wetlands or Threatened and Endangered species will be provided by clients Environmental Consultants.

Schedule

GAI will begin the performance of the above services on the date written authorization to proceed is received. The schedule is also subject to the timely delivery of information promised by the client and is exclusive of the client and local review of interim products. If the client requests that work under this Agreement be stopped for more than 60 days, the schedule is subject to renegotiation when written authorization to proceed is received.

Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and the Client unless a different basis of compensation is attached hereto as Exhibit B, in which case Exhibit B shall govern the compensation to be paid by the Client to GAI for the services performed under this Proposal. GAI proposes to complete this work on a lump sum basis not to exceed the estimated costs provided in Table 1 (Estimated Cost Summary) without prior Client approval. The total estimated cost of GAI's services under this Proposal is provided in Table 1.

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. GAI will work with the Client's environmental consultant on permit submittals. It is assumed the Client's Environmental Consultant will be responsible for completing the environmental portions of permit submissions to Lake County, City of Leesburg, SJRWMD, and FEMA applications.
2. Access to the project site(s) or other lands upon which GAI is to conduct any fieldwork will be available to GAI personnel in a timely manner.
3. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
4. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
5. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
6. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
7. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
8. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.

9. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Please do not hesitate to contact me at if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
GAI Consultants, Inc.

Anthony P. Reddeck

Tony Reddeck
Engineering Director

Kathleen Leo

Kathleen S. Leo, P.E.
Vice President, Director of Engineering

REQUESTED AND AUTHORIZED BY:

Hanover Land Company, LLC

BY:

Anthony S. Iorio

PRINTED NAME:

Anthony S. Iorio

TITLE:

VICE PRESIDENT

DATE:

3/3/2020

ASC/KSL/cl/snr

Attachments: Table 1 – Estimated Cost Summary
Exhibit A – GAI Standard Terms and Conditions for Professional Services
Exhibit B – 2020 Community Development Florida Rate Schedule
Exhibit C – Site Plan

2/9/23/2020

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Table 1
Estimated Cost Summary
Proposal

Task	Lump Sum	Estimated Fee
Task 1: Analysis Phase		
1.0 Geotechnical Study Assistance	\$1,500	
2.0 Master Utility Plan Analysis & Design	\$12,000	
3.0 Stormwater and Floodplain Analysis & Design	\$14,500	
4.0 Site Layout and Preliminary Grading Plans	\$10,000	
5.0 Preliminary Earthwork Volume and Analysis Assistance	\$4,500	
6.0 Analysis Phase Meetings		\$2,500
Subtotal	\$42,500	
Task 2: Design Phase		
7.0 Final Engineering Plans	\$162,500	
8.0 Sanitary Lift Station Design	\$10,000	
9.0 Offsite CR 48 Roadway Improvement Plans	\$17,000	
10.0 Offsite Number 2 Roadway Improvement Plans	\$14,500	
11.0 Offsite Utility Improvement Plans	\$22,000	
12.0 Prepare/Process SJRWMD General ERP Permit Application	\$8,900	
13.0 Prepare/Process City of Leesburg Permit Application	\$13,000	
14.0 Prepare/Process Lake County Permit Application	\$10,000	
15.0 Prepare/Process FDEP Permit Applications	\$2,400	
16.0 Landscape Architecture	\$62,250	
17.0 Design Meetings		\$4,000
18.0 Prepare/Process Letter of Map Revision Application	\$17,500	
19.0 Prepare/Process LOMR Application	\$11,500	
Subtotal	\$351,550	

Part 3/3/2020

9/15/20
9/15/20

Task 3: Construction Administration Phase		
Civil		
20.0 Construction Administration Phase 1 (10 months)		\$3,000/month
21.0 Construction Administration Phase 2 (6 months)		\$3,000/month
22.0 Construction Administration Phase 3 (8 months)		\$3,000/month
23.0 Construction Administration Phase 4 (6 months)		\$3,000/month
Landscape Architecture		
24.0 Construction Administration (all 4 Phases)		\$14,800
TOTAL	\$402,650	

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EXHIBIT A
GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation - GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes - CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities - CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays - GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

EXHIBIT B
2020 Community Development Florida Rate Schedule

2020 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

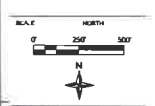
Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2021. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Expert Witness	\$350.00
CSG Senior Director / VP	\$275.00
CSG Senior Director	\$245.00
CSG Director	\$225.00
CSG Senior Manager / Asst. Director	\$195.00
CSG Manager	\$185.00
CSG Assistant Manager	\$165.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$105.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$155.00
Project Environmental Specialist	\$95.00
Expert Witness	\$350.00
Principal	\$300.00
Technical/Professional 22	\$285.00
Technical/Professional 21	\$265.00
Technical/Professional 20	\$250.00
Technical/Professional 19	\$240.00
Technical/Professional 18	\$230.00
Technical/Professional 17	\$220.00
Technical/Professional 16	\$210.00
Technical/Professional 15	\$200.00
Technical/Professional 14	\$190.00
Technical/Professional 13	\$180.00
Technical/Professional 12	\$170.00
Technical/Professional 11	\$160.00
Technical/Professional 10	\$150.00
Technical/Professional 09	\$140.00
Technical/Professional 08	\$130.00
Technical/Professional 07	\$120.00
Technical/Professional 06	\$110.00
Technical/Professional 05	\$100.00
Technical/Professional 04	\$90.00
Technical/Professional 03	\$80.00
Technical/Professional 02	\$70.00
Technical/Professional 01	\$60.00
Technical/Support 1	\$50.00

EXHIBIT C

Site Plan

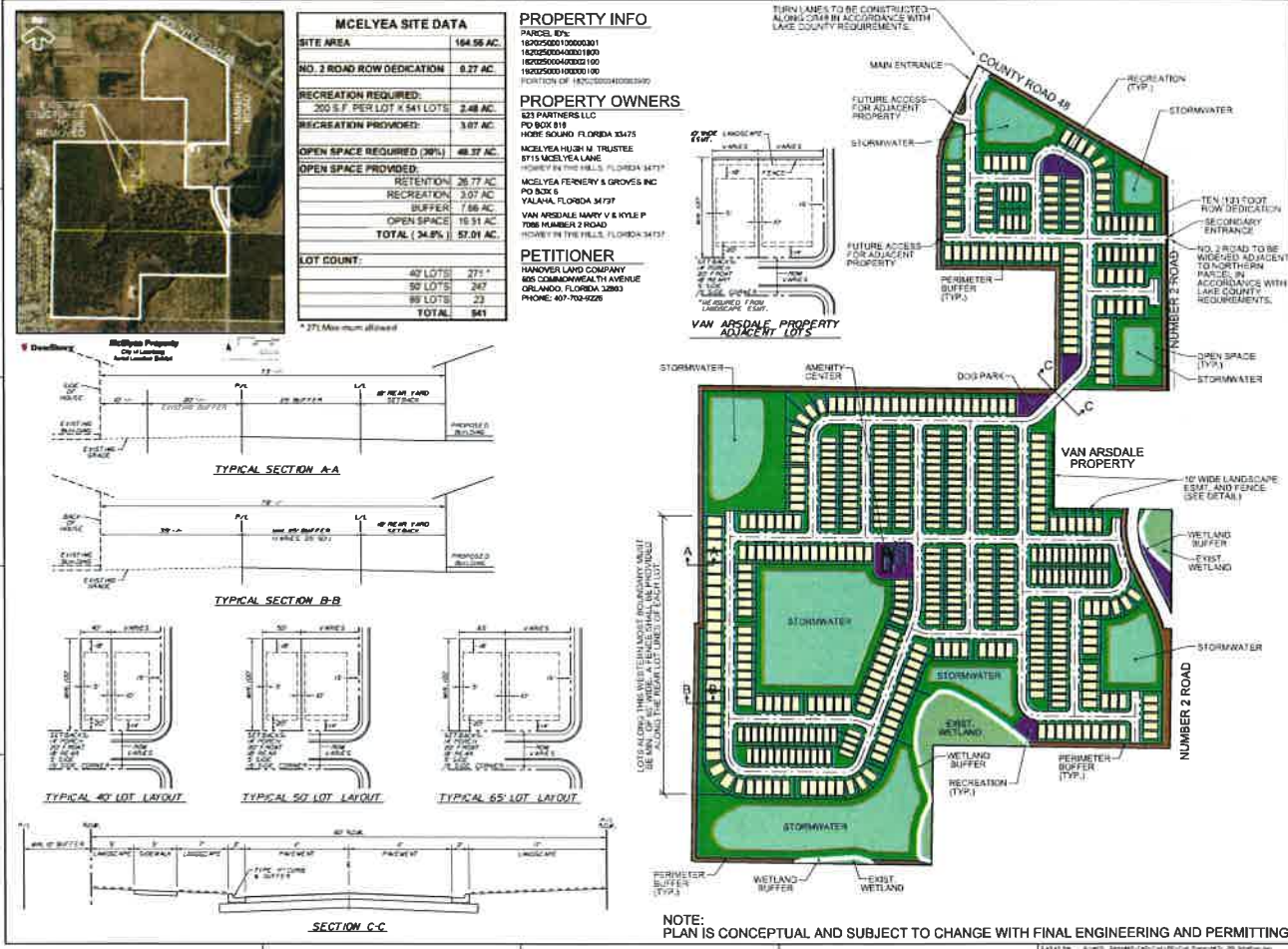
**MCLEYEA
PLANNED UNIT
DEVELOPMENT**
CITY OF LAUDERDALE, FLORIDA



NO.	DATE	BY	DESCRIPTION

PROJECT # 2011-007
DESIGNED BY JES
APPROVED BY JES
DATE 06/21/11
TITLE
**MASTER
DEVELOPMENT
PLAN**

DATE: 06/21/11
DRAWN BY: JES
CHECKED BY: JES
SCALE: AS SHOWN
1 OF 1





Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

March 18, 2021
Project R210260.00

Mr. Tony Iorio
Vice President of Land Development
Hanover Land Company, LLC.
605 Commonwealth Ave.
Orlando, Florida 32803

**Proposal for Professional Land Planning Services
School Concurrency – Eagletail Landings and Hodges Reserve
Lake County, Florida**

Dear Mr. Iorio:

Per your request, GAI Consultants, Inc. (GAI) is submitting this Proposal to Hanover Land Company, LLC Client r -referenced project. This proposal reflects the anticipated scope, and related costs for services to be provided based on our knowledge of the project and prior work in unincorporated Lake County.

Project Understanding

The Client has several residential projects in Lake County, FL at various stages of approval that will be required to undergo certain School Board processes related to school concurrency. The Client wishes to r r GAI r r rd nating these school concurrency processes. GAI will coordinate with the d r rr -related tasks to facilitate the projects through t L S B rd s.

Scope of Services

Based on our prior experience working in unincorporated Lake County and project requirements/criteria provided to date by the Client, GAI will perform the following described Scope of Services at the request of the Client:

Task 1 – Eagletail Landings (aka McElyea) School Concurrency

The purpose of this task is to provide on-call professional planning services related to the school concurrency process for the Eagletail Landings project. Project related activities may include, but not be limited to:

- General coordination between School Board and Client attorney on proportionate share agreement.
- Support for r on any exhibits needed (if applicable).
- Capacity reservation (if applicable).
- Other concurrency-related activities as needed.

Task 2 – Hodges Reserve School Concurrency

The purpose of this task is to provide on-call professional planning services related to the school concurrency process for the Hodges Reserve project. Project related activities may include, but not be limited to:

- Formal concurrency letter application (Hodges).
- General coordination between School Board and [redacted] on proportionate share agreement.
- Support for [redacted] on any exhibits needed (if applicable).
- Capacity reservation (if applicable).
- Other concurrency-related activities as needed.

Additional Services

The consultant can provide additional services. A [redacted] he scope and fee required for these services will be identified, and a supplemental agreement can be executed before initiation of the additional service(s).

Reimbursable Expenses

In addition to the labor compensation, the Consultant shall be reimbursed for expenditures made specifically for the project such as printing and reprographics; out of County travel, postage, and courier service charges. These direct expenses will be billed at cost to the Client. The estimated fee is **\$100**.

Client Furnished Information

It is understood that GAI will perform services under the sole direction of the Client. In the performance of these services, GAI will communicate its efforts with those of other project team members, the Client as required. The Client shall provide GAI with project-related technical data as required to complete the proposed task. GAI will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Agreement.

Schedule

GAI will begin performance of the above services on the date written authorization to proceed is received. GAI will endeavor to complete its Scope of Services and will submit the project deliverables per the approved project schedule as to be determined at the time of contract execution, subject to excused [redacted] d [redacted] d [redacted] r [redacted] d GAI [redacted] r [redacted] ntrol.

Compensation

Compensation for services rendered by GAI shall be billed on an hourly basis, not to exceed **\$4,000**, according to the rates attached as Exhibit B and more specifically defined in the table below. Reimbursable expenses are included in the Task totals and will be invoiced at cost.

Task	Terms	Fee
Task 1 Eagletail Landings (aka McKlyea) School Concurrency	Hourly, NTE	\$2,000
Task 2 Hodges Reserve School Concurrency	Hourly, NTE	\$2,000
Total		\$4,000

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI S r S d d r r d
basis of the following assumptions and understandings:

1. All fees related to project applications shall be paid by the client.
2. Client r d d r r r GAI r d r r d r specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
3. Client r d d r r GAI r d previous reports/drawings; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any d r GAI r rmance.
5. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
6. Any of Client r r r d rd GAI and efficient manner.
7. GAI r d d d r d r r r d within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.
8. In the event of any claim, suit or dispute between Owner and Consultant, Owner agrees to only pursue recovery from Consultant and will not seek recovery from, pursue or file any claim, or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, or employee of Consultant.
9. **PERSONAL LIABILITY OF PERSONNEL DISCLAIMER
PURSUANT TO FLORIDA STATUTE 558.0035, TO THE
FULLEST EXTENT, PERMITTED BY LAW, OWNER
AGREES THAT PURSUANT TO SECTION C, AN
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
LIABLE FOR NEGLIGENCE.**

Please do not hesitate to contact me at 321.319.3069 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our Terms and Conditions for Professional Services. This Proposal and the Terms and Conditions for Professional Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
GAI Consultants, Inc.

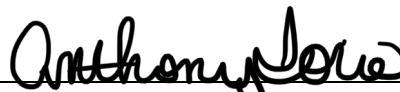
Andrew McCown, AICP
Planning Manager

Pete Sechler, PLA, AICP
Vice President

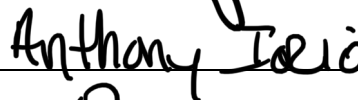
REQUESTED AND AUTHORIZED BY:

Hanover Land Company, LLC

BY:



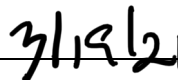
PRINTED NAME:



TITLE:



DATE:



Attachments: Exhibit A GAI Standard Terms and Conditions for Professional Services
Exhibit B 2021 GAI Community Development Rate Schedule

EXHIBIT A
GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

7. Document Ownership, and Reuse

- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

EXHIBIT B
2021 GAI Community Development Rate Schedule

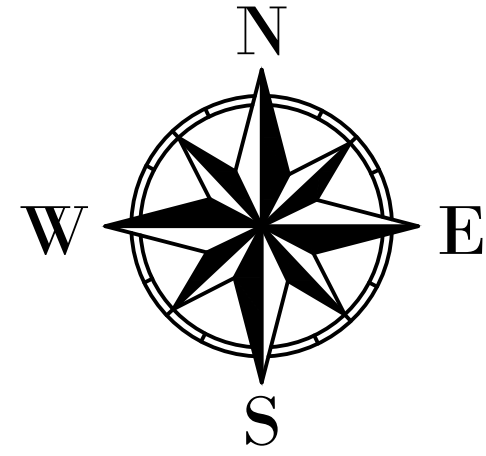
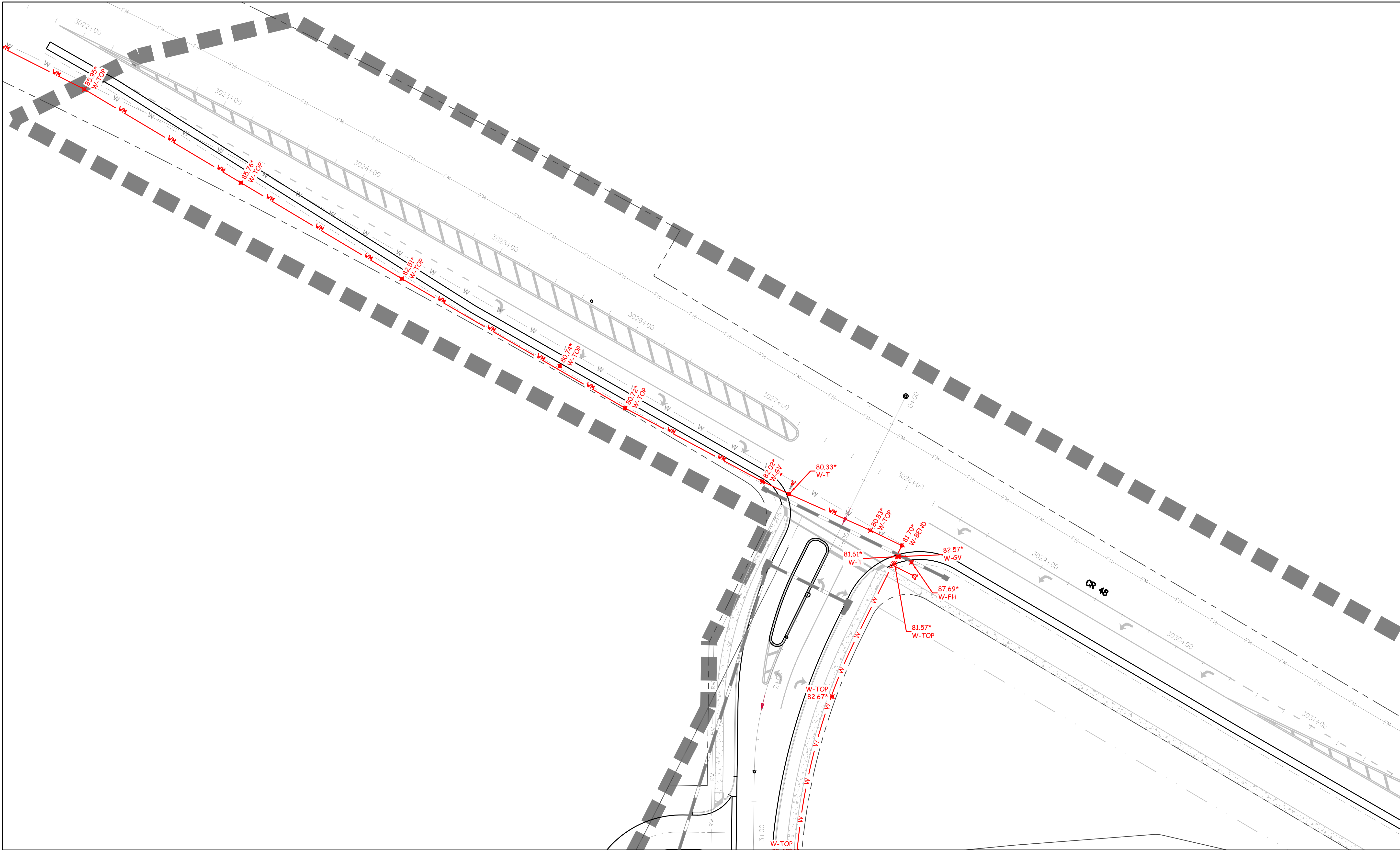
2021 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2022. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Senior Director / VP	\$275.00
CSG Senior Director	\$245.00
CSG Director	\$225.00
CSG Senior Manager / Asst. Director	\$195.00
CSG Manager	\$185.00
CSG Assistant Manager	\$165.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$105.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$155.00
Project Environmental Specialist	\$95.00
Expert Witness	\$350.00
Principal	\$320.00
Technical/Professional 25	\$290.00
Technical/Professional 24	\$285.00
Technical/Professional 23	\$265.00
Technical/Professional 22	\$250.00
Technical/Professional 21	\$240.00
Technical/Professional 20	\$230.00
Technical/Professional 19	\$225.00
Technical/Professional 18	\$220.00
Technical/Professional 17	\$210.00
Technical/Professional 16	\$200.00
Technical/Professional 15	\$195.00
Technical/Professional 14	\$185.00
Technical/Professional 13	\$180.00
Technical/Professional 12	\$170.00
Technical/Professional 11	\$160.00
Technical/Professional 10	\$150.00
Technical/Professional 09	\$140.00
Technical/Professional 08	\$130.00
Technical/Professional 07	\$125.00
Technical/Professional 06	\$110.00
Technical/Professional 05	\$100.00
Technical/Professional 04	\$90.00
Technical/Professional 03	\$85.00
Technical/Professional 02	\$70.00
Technical/Professional 01	\$60.00
Technical/Support 1	\$50.00

SEE SHEET 12



WATER AS-BUILT LEGEND

- W-WATER (POTABLE)
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- W-11.25=11.25' BEND
- W-22.5=22.5' BEND
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SEE SHEET 2

SEE SHEET 3

EAGLETAIL LANDING PHASE 1 WATER AS-BUILTS

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AS-BUILT DRAWING

*XX.XX  INDICATES AS-BUILT INFORMATION

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FOR THE FIRM:
JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

GRADEWORKS, LLC - LB 7846
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		
					CHECKED CC	VERT. FIELD BOOK	DATE	
					APPROVED	#1	7-19-2022	

GRADEWORKS, LLC

851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

SHEET 1 OF 12

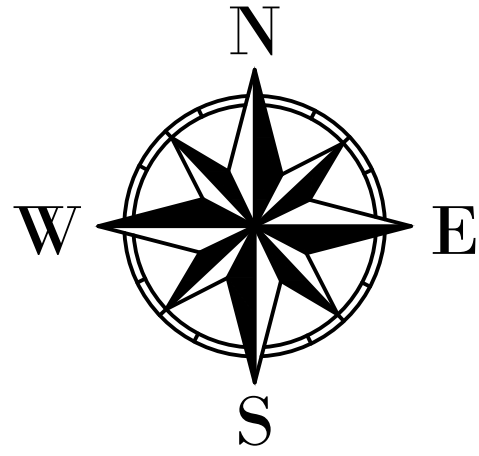
SEE SHEET 1



SEE SHEET 4

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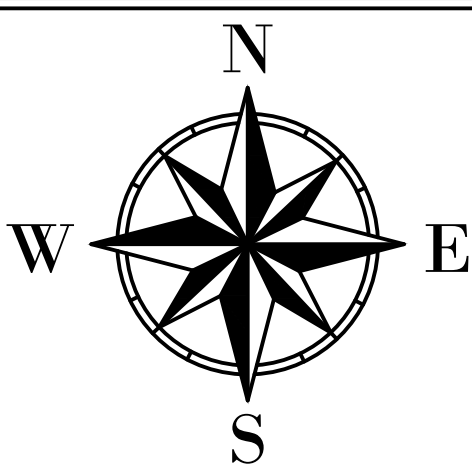
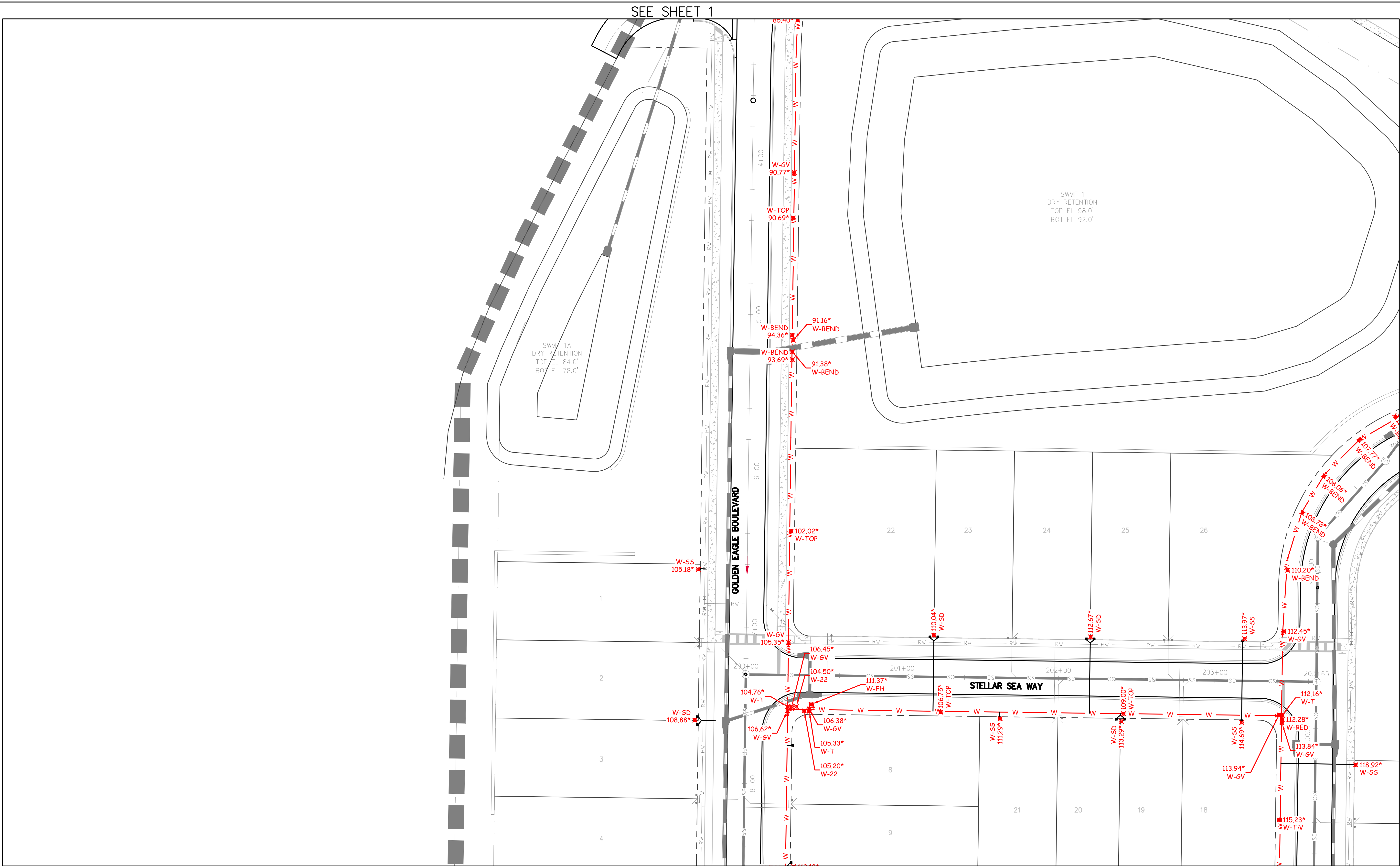
AS-BUILT DRAWING

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FOR THE FIRM:
JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480
GRADEWORKS, LLC - LB 7846
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENCED SURVEYOR.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		851 NW 24th CT. SUITE 101	
					CHECKED CC	VERT. FIELD BOOK #1	DATE	OCALA, FLORIDA 34475	
					APPROVED		7-19-2022	352-840-0086	SHEET 2 OF 12



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SEE SHEET 4

SEE SHEET 5

EAGLETAIL LANDING PHASE 1 WATER AS-BUILTS

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AS-BUILT DRAWING

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FOR THE FIRM:

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

GRADEWORKS, LLC - LB 7846
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
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GRADEWORKS, LLC


851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

SHEET 3 OF 12

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AS-BUILT DRAWING

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JOHN C. COUNTS JR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

FOR THE FIRM:
GRADEWORKS, LLC LB 7944
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

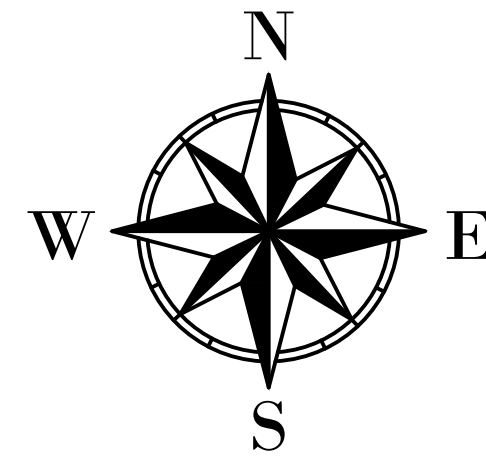
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- | | | | | | | | | | |
|-----|-----------|----|-------|------|------------|---------------|------------|---------------------------|----------------|
| NO. | REVISIONS | BY | APPR. | DATE | DESIGNED | SCALE | JOB NUMBER | GRADEWORKS, LLC | DRAWING NUMBER |
| | | | | | DRAWN KM | HOR. 1"=30' | | 851 NW 24th CT. SUITE 101 | |
| | | | | | CHECKED CC | FIELD VERT. | DATE | OCALA, FLORIDA 34475 | |
| | | | | | APPROVED | FIELD BOOK #1 | 7-19-2022 | 352-840-0086 | SHEET 4 OF 1. |

SEE SHEET 5

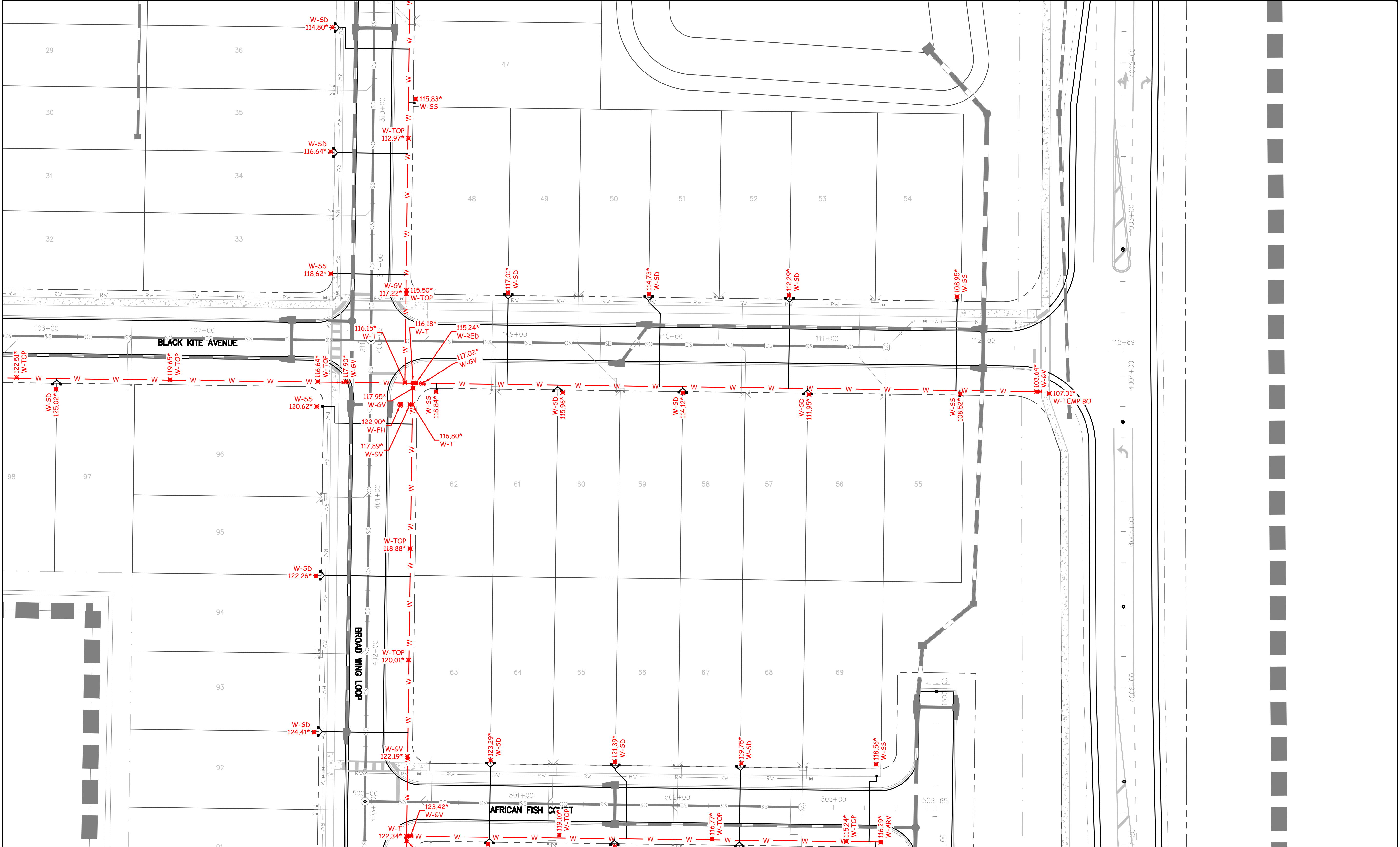
SEE SHEET 4

SEE SHEET 7



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EAGLETAIL LANDING PHASE 1
WATER AS-BUILTS

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AS-BUILT DRAWING
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FOR THE FIRM:
JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
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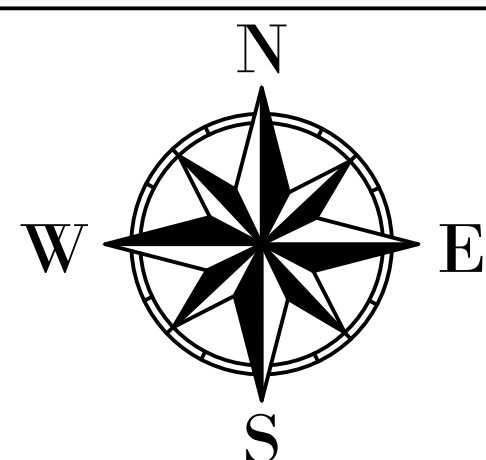
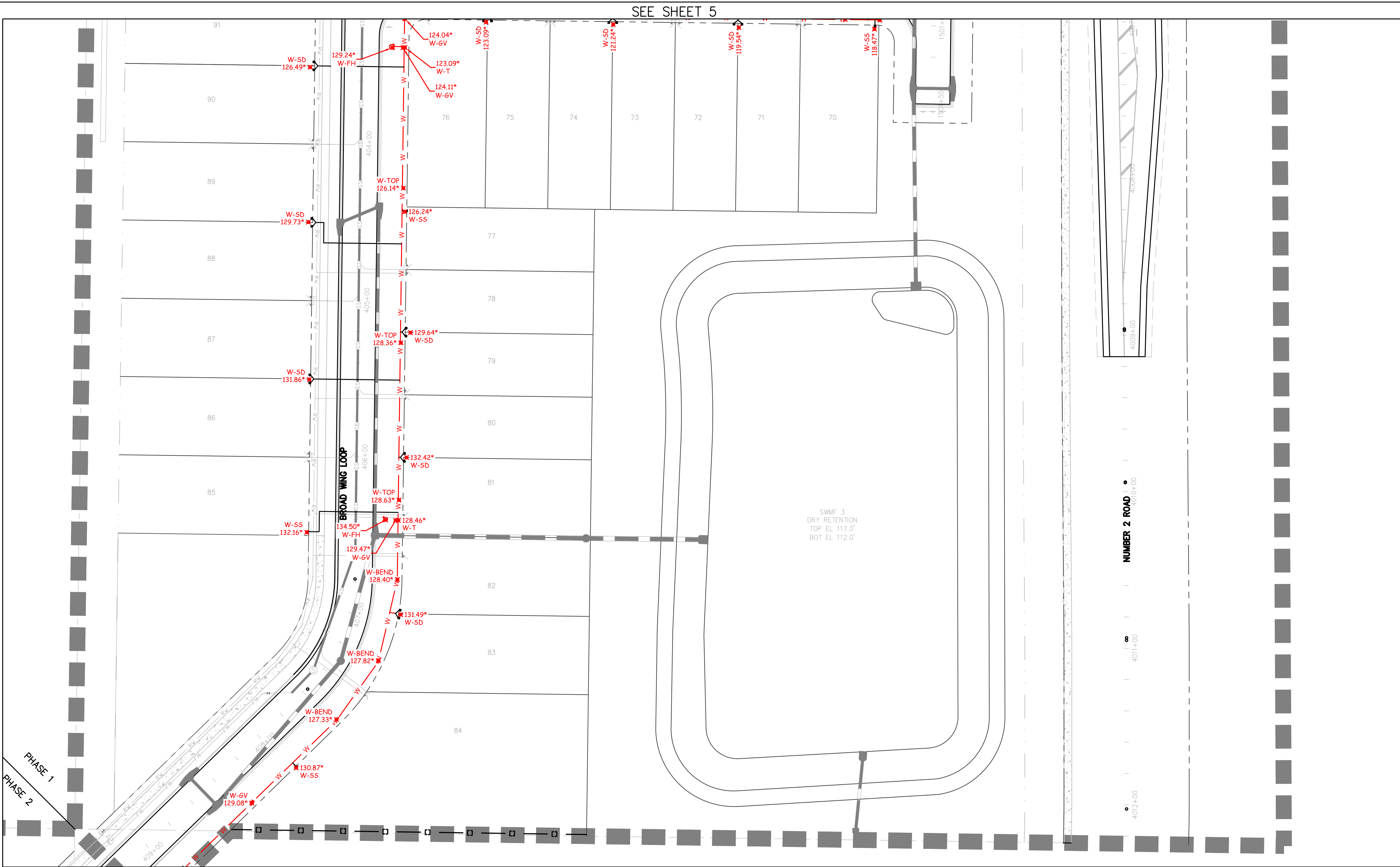
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GRADEWORKS, LLC

851 NW 24th CT, SUITE 101
OCALA, FLORIDA 34475
352-840-0086

SHEET 6 OF 12

SEE SHEET 6



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EAGLETAIL LANDING PHASE 1 WATER AS-BUILTS

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FOR THE FIRM:
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851 NW 24TH CT., SUITE 101
OCALA, FL 34475
(352) 840-0086

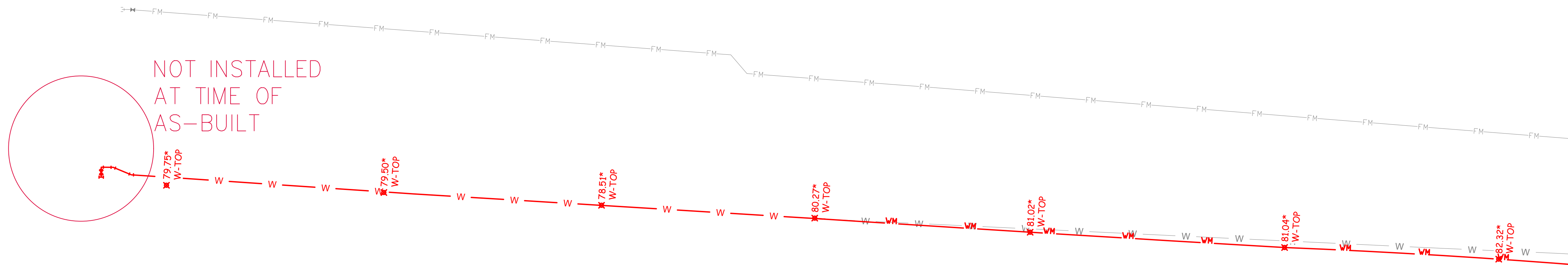
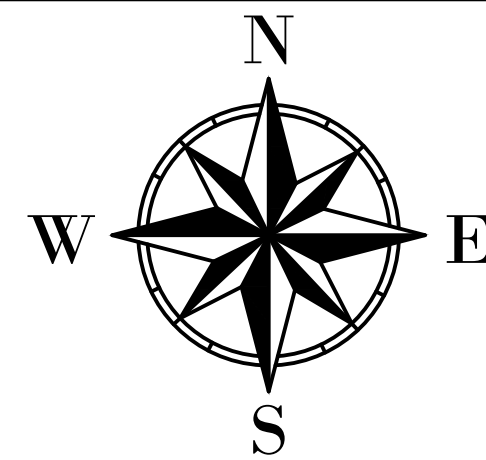
THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		
					CHECKED CC	VERT. #1	DATE	
					APPROVED		7-19-2022	

GRADEWORKS, LLC

851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

SHEET 7 OF 12



WATER AS-BUILT LEGEND


- W-WATER (POTABLE)
- W-ARV=AIR RELIEF VALVE
- W-BFP=BACK FLOW PREVENTOR
- W-BO=BLOWOFF
- W-BV=BUTTERFLY VALVE
- W-C=CAP
- W-CS=CORP STOP
- W-CR=CROSS
- W-DD=DIRECTIONAL DRILL
- W-FH=FIRE HYDRANT
- W-FLH=FLUSHING HYDRANT
- W-GV=GATE VALVE
- W-JB=JACK & BORE
- W-HB=HOSE BIBB
- W-M=WATER MAIN
- W-MTR=WATER METER
- W-PRV=PRESSURE REDUCING VALVE (RPZ)
- W-RED=REDUCER
- W-RES=RESTRAINT
- W-S=SERVICE
- W-SS=SERVICE (SINGLE)
- W-SD=SERVICE (DOUBLE)
- W-SDL=SADDLE
- W-STRAINER=STRAINER
- W-T=TEE
- W-TC=TRANSITION COUPLER
- W-TOP=TOP OF PIPE
- W-TS=TRANSFER STATION
- W-V=VALVE
- W-VO=VALVE CAN
- W-VV=VALVE VAULT
- W-WELL=WELL
- W-WT=WET TAP
- W-5.625=5.625 BEND(5 5/8)
- W-11.25=11.25' BEND
- W-22.5=22.5' BEND
- W-45=45' BEND
- W-90=90' BEND
- W-Y=WYE

SEE SHEET 9

EAGLETAIL LANDING PHASE 1 WATER AS-BUILTS

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 2 LOCATED IN LEESBURG, FLORIDA.
- 2) PLAN INFORMATION SHOWN ON THIS ASBUILT SURVEY WAS DERIVED FROM CONSTRUCTION DRAWINGS ENTITLED "EAGLETAIL LANDINGS PHASE 2" PREPARED BY GAI CONSULTANTS, DATED 1/2001, REVISED 7/2/2021.
- 3) SHADED INFORMATION IS SHOWN FOR ORIENTATION PURPOSES ONLY AND MAY NOT BE CONSTRUCTED AT THIS TIME.
- 4) ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARKS SHOWN ON THE ABOVE REFERENCED PLANS AS DESCRIBED IN SHEETS C-106 THRU C-112.
- 5) COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED HEREON.
- 6) NO ADDITIONS OR DELETIONS TO THIS SURVEY MAY BE PERFORMED BY ANYONE OTHER THAN THE SURVEYOR AND MAPPER LISTED HEREON.
- 7) INFORMATION BASED ON PROVIDED CONTROL REPRESENTED AS STATE PLANE COORDINATES AND LAKE COUNTY DATUM.

AS-BUILT DRAWING

*XX.XX  INDICATES AS-BUILT INFORMATION
I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION ON 12/02/2022.
I FURTHER CERTIFY THAT THIS AS-BUILT SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 9J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

FOR THE FIRM:
GRADEWORKS, LLC - LB 7846
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

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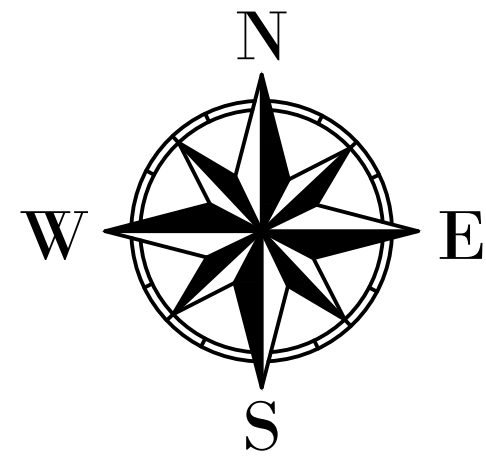
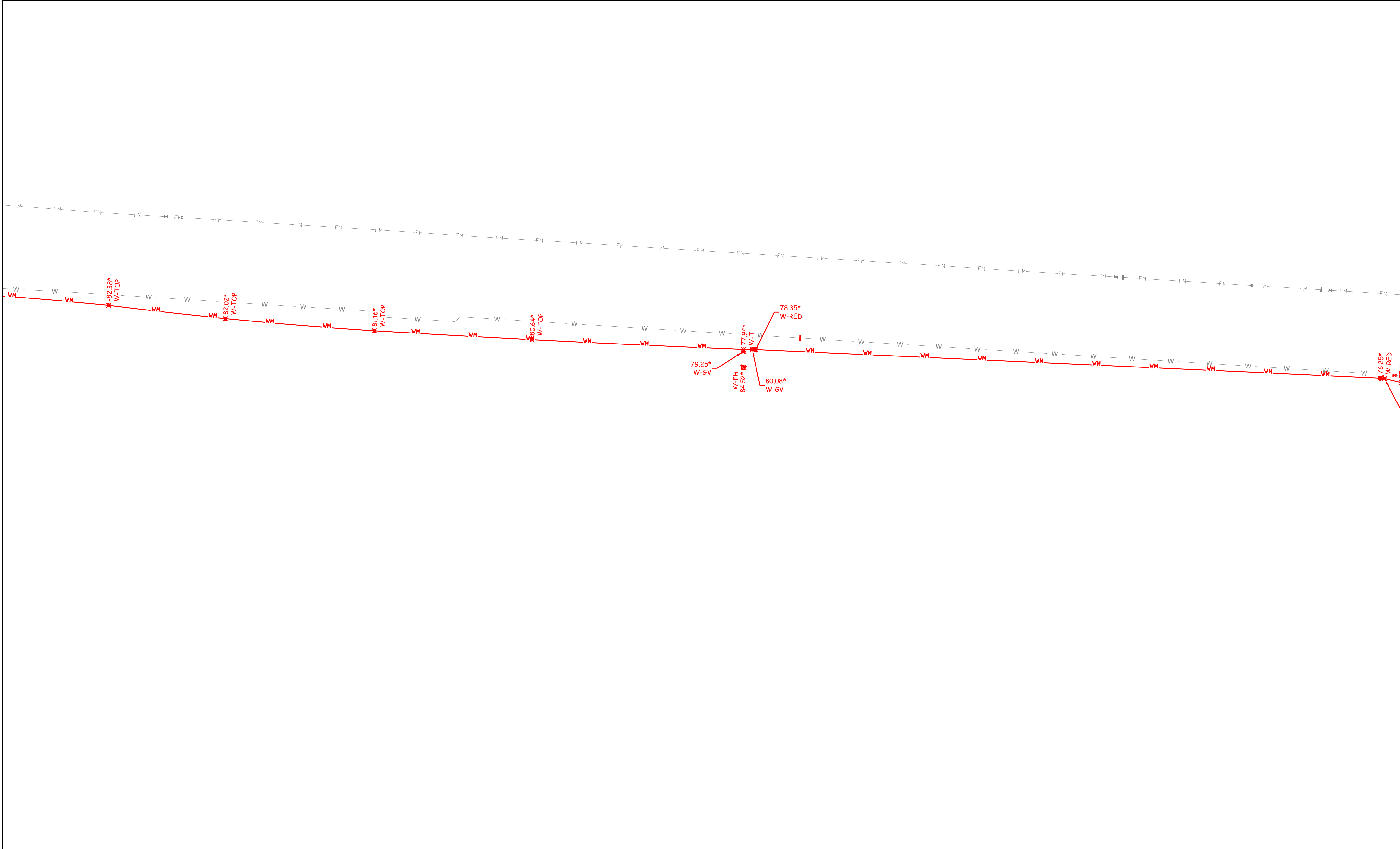
NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	DRAWING NUMBER
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					APPROVED	FIELD BOOK	7-19-2022	

GRADEWORKS, LLC

851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

SHEET 8 OF 12

SEE SHEET 8



WATER AS-BUILT LEGEND


- W-WATER (POTABLE)
- W-ARV=AIR RELIEF VALVE
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- W-BO=BLOWOFF
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- W-90=90' BEND
- W-Y=WYE

SEE SHEET 9

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- 7) INFORMATION BASED ON PROVIDED CONTROL REPRESENTED AS STATE PLANE COORDINATES AND LAKE COUNTY DATUM.

EAGLETAIL LANDING PHASE 1 WATER AS-BUILTS

AS-BUILT DRAWING

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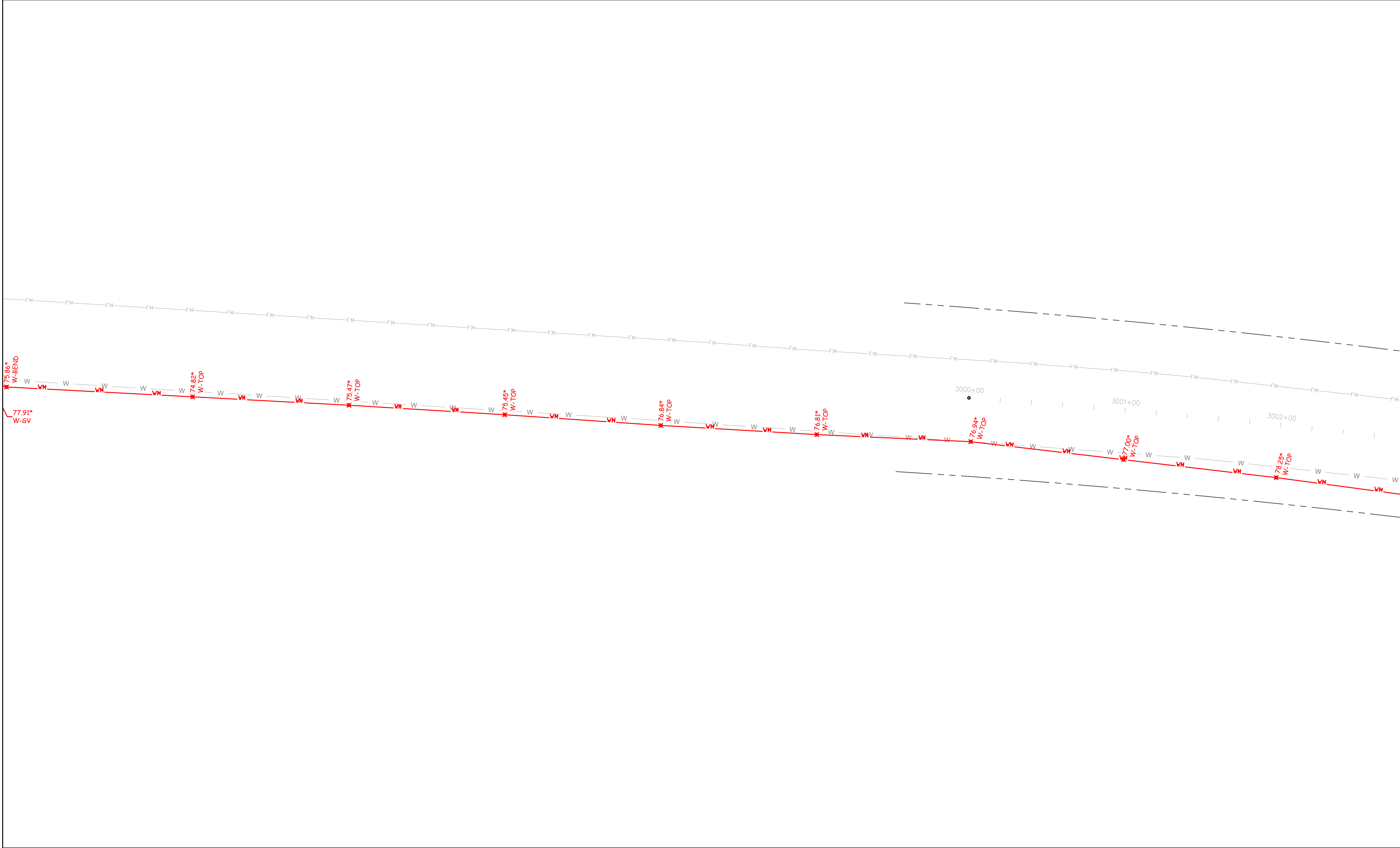
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FOR THE FIRM:
JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

GRADEWORKS, LLC - LB 7846
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		851 NW 24th CT. SUITE 101	
					CHECKED CC	VERT. FIELD BOOK #1	DATE	OCALA, FLORIDA 34475	
					APPROVED		7-19-2022	352-840-0086	SHEET 9 OF 12

SEE SHEET 9



WATER AS-BUILT LEGEND


- W-WATER (POTABLE)
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SEE SHEET 11

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EAGLETAIL LANDING PHASE 1 WATER AS-BUILTS

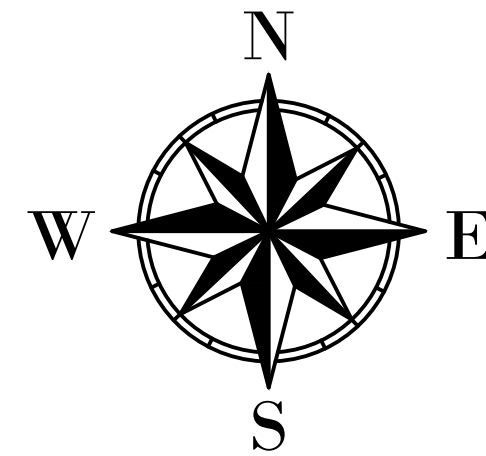
AS-BUILT DRAWING

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FOR THE FIRM:
JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480
GRADEWORKS, LLC - LB 7846
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

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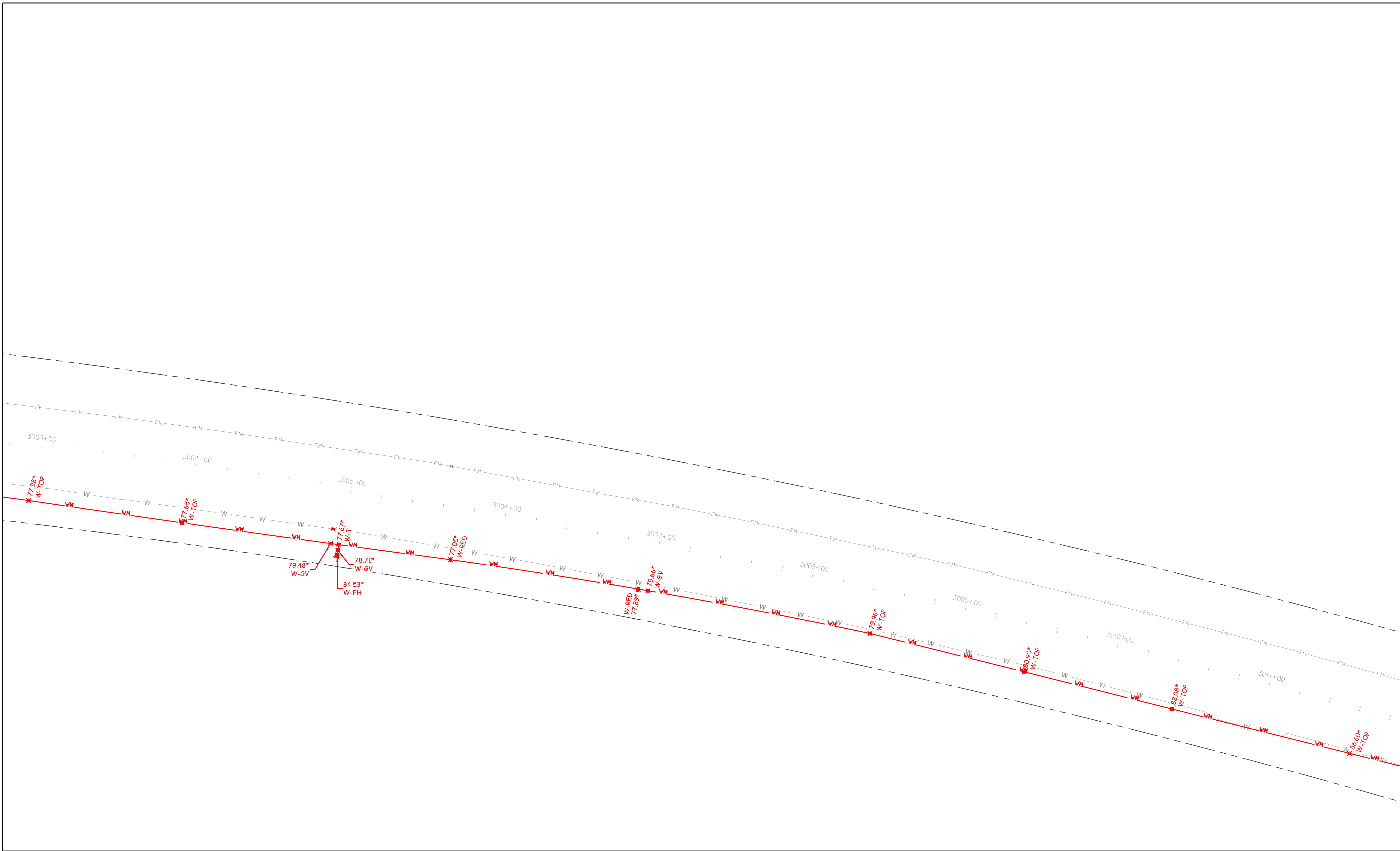
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					DRAWN KM	HOR. 1"=30'		851 NW 24th CT. SUITE 101	
					CHECKED CC	VERT. 1"=30'	DATE	OCALA, FLORIDA 34475	
					APPROVED	FIELD BOOK #1	7-19-2022	352-840-0086	SHEET 10 OF 12



WATER AS-BUILT LEGEND

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SEE SHEET 10




SEE SHEET 12

EAGLETAIL LANDING PHASE 1 WATER AS-BUILTS

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AS-BUILT DRAWING

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FOR THE FIRM:

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

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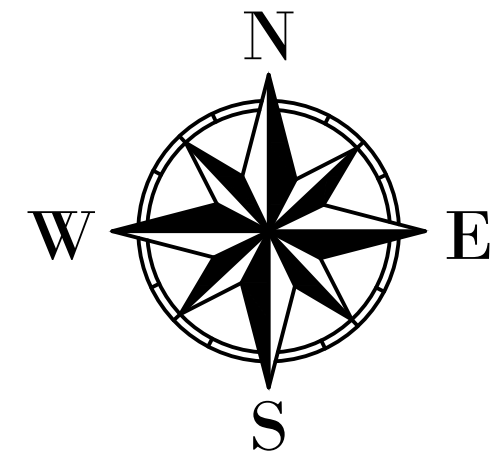
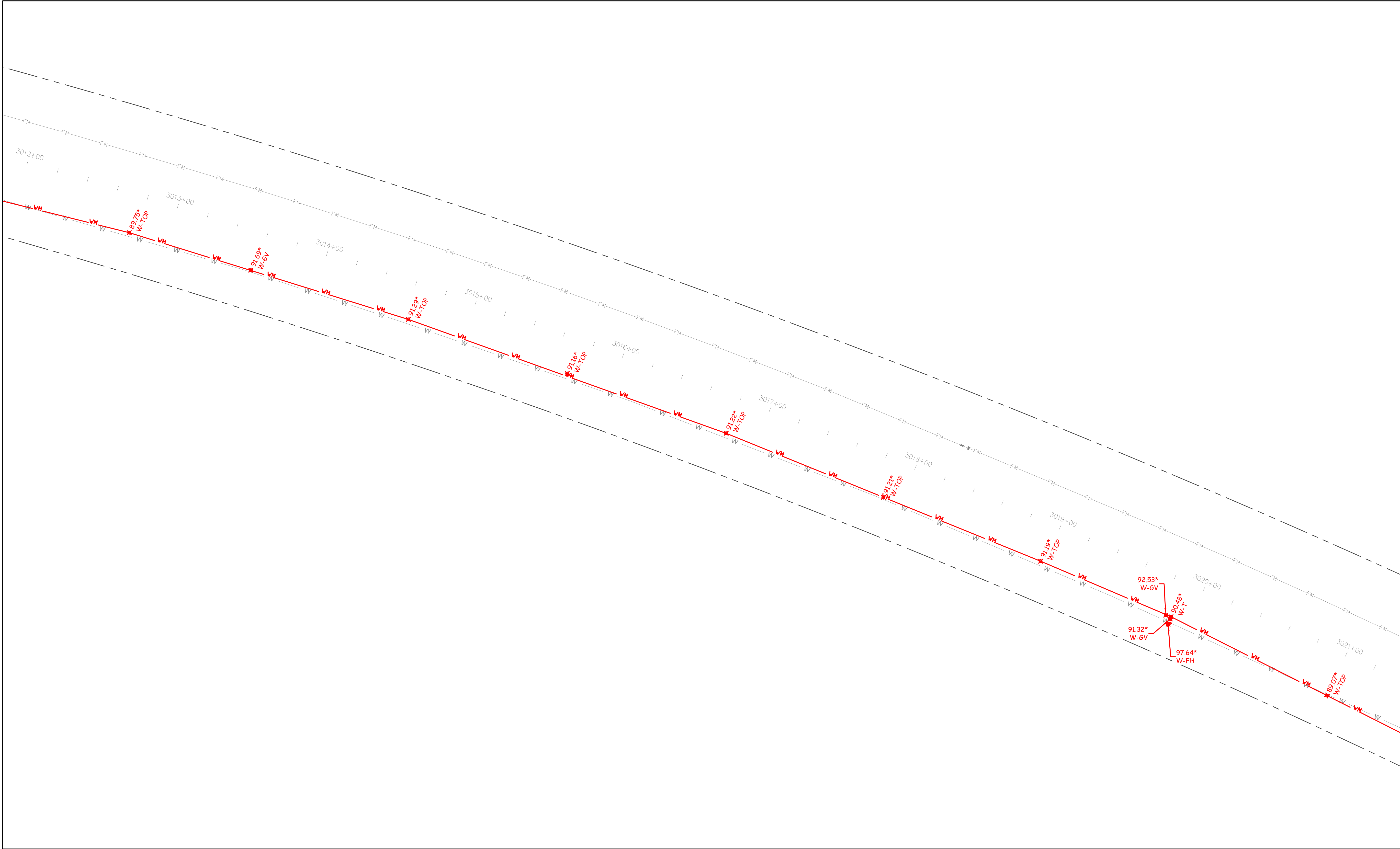
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GRADEWORKS, LLC

851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

SHEET 11 OF 12

SEE SHEET 11



WATER AS-BUILT LEGEND


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SEE SHEET 1

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EAGLETAIL LANDING PHASE 1 WATER AS-BUILTS

AS-BUILT DRAWING

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FOR THE FIRM:

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

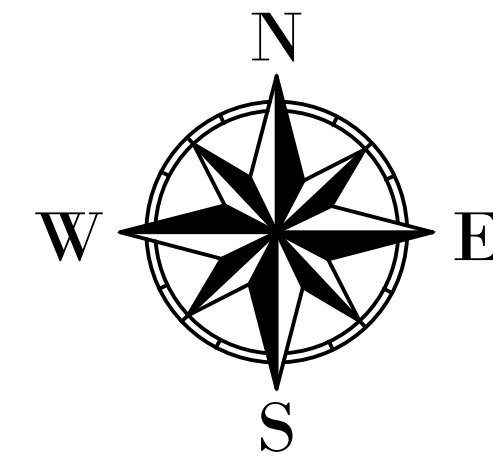
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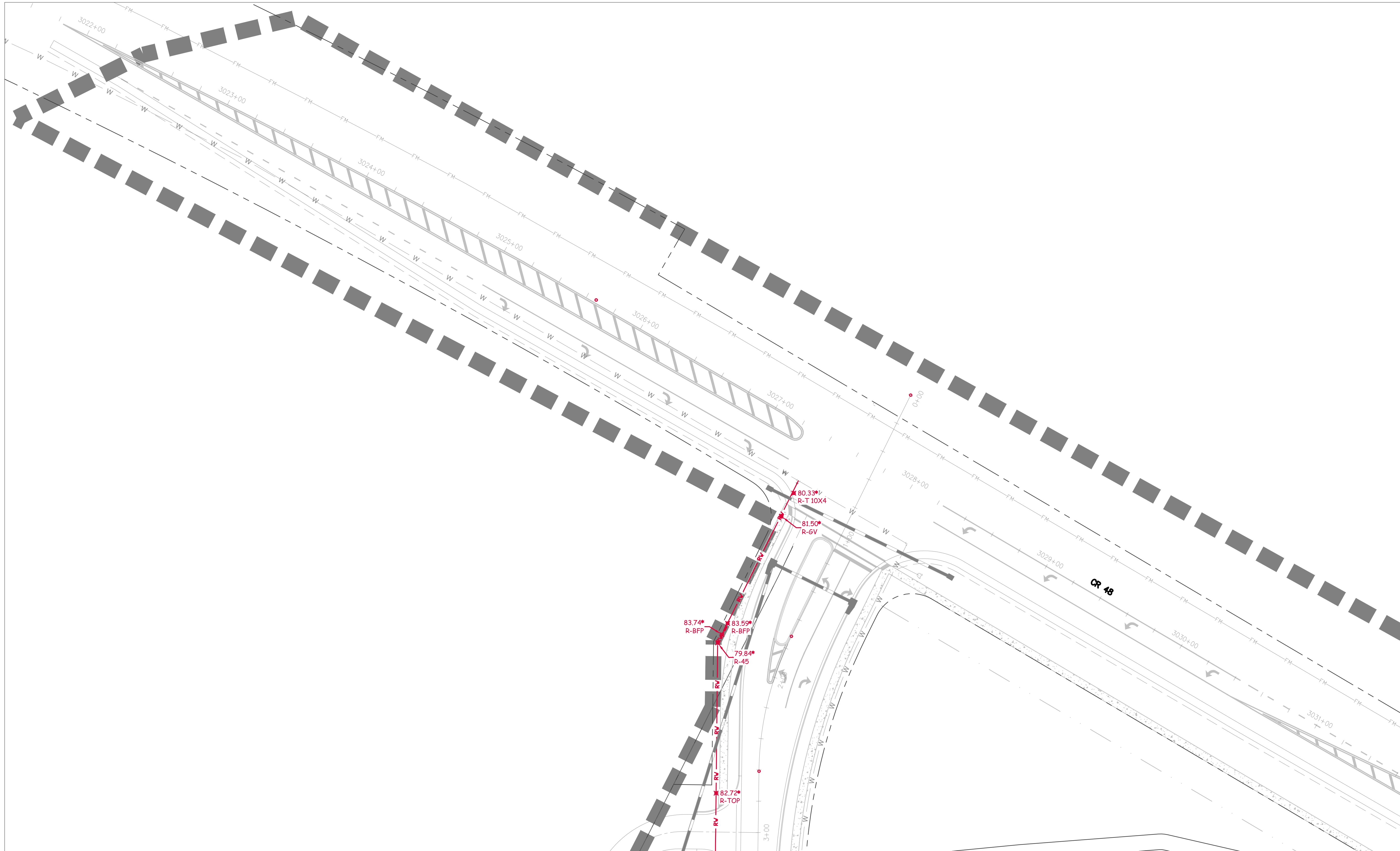
SHEET 12 OF 12



REUSE AS-BUILT LEGEND

R-REUSE
R-ARV=AIR RELIEF VALVE
R-BFP=BACK FLOW PREVENTOR
R-BO=BLOWOFF
R-BV=BUTTERFLY VALVE
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SEE SHEET 2




SEE SHEET 3

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EAGLETAIL LANDING PHASE 1 REUSE WATER AS-BUILTS

AS-BUILT DRAWING

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FOR THE FIRM:
GRADEWORKS, LLC LB 7946
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		851 NW 24th CT. SUITE 101	
					CHECKED CC	VERT.	DATE	OCALA, FLORIDA 34475	
					APPROVED	FIELD BOOK #1	7-19-2022	352-840-0086	SHEET 1 OF 7

GRADEWORKS, LLC
851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

SHEET 1 OF 7

Z:\Survey\jobs\Eagletail\ASBUILT\DWG\REUSE\GW-XCI-Hz200160.00-CB-REUSE.dwg, 1/5/2023 9:48:09 AM, DMorgan, DWG To PDF.pc3

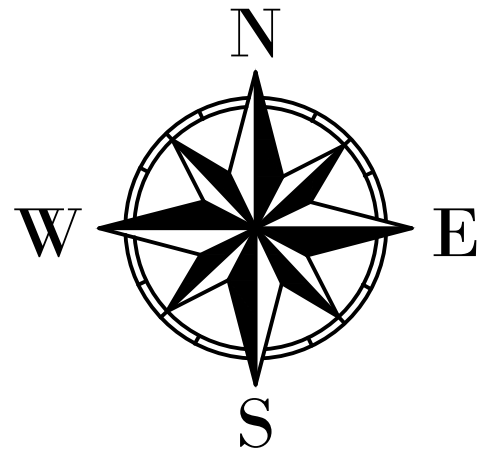
SEE SHEET 1



SEE SHEET 4

EAGLETAIL LANDING PHASE 1 REUSE WATER AS-BUILTS


- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 2 LOCATED IN LEESBURG, FLORIDA.
- 2) PLAN INFORMATION SHOWN ON THIS ASBUILT SURVEY WAS DERIVED FROM CONSTRUCTION DRAWINGS ENTITLED "EAGLETAIL LANDINGS PHASE 2" PREPARED BY GAI CONSULTANTS, DATED 1/2001, REVISED 7/2/2021.
- 3) SHADED INFORMATION IS SHOWN FOR ORIENTATION PURPOSES ONLY AND MAY NOT BE CONSTRUCTED AT THIS TIME.
- 4) ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARKS SHOWN ON THE ABOVE REFERENCED PLANS AS DESCRIBED IN SHEETS C-106 THRU C-112.
- 5) COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED HEREON.
- 6) NO ADDITIONS OR DELETIONS TO THIS SURVEY MAY BE PERFORMED BY ANYONE OTHER THAN THE SURVEYOR AND MAPPER LISTED HEREON.
- 7) INFORMATION BASED ON PROVIDED CONTROL REPRESENTED AS STATE PLANE COORDINATES AND LAKE COUNTY DATUM.



REUSE AS-BUILT LEGEND

R-REUSE
R-ARV=AIR RELIEF VALVE
R=BFP=BACK FLOW PREVENTOR
R-BO=BLOWOFF
R-BV=BUTTERFLY VALVE
R-CAP=CAP
R-CS=CORP STOP
R-CR=CROSS
R-CHV=CHECK VALVE
R-DD=DIRECTIONAL DRILL
R-FH=FIRE HYDRANT
R-FLH=FLUSHING HYDRANT
R-GV=GATE VALVE
R-INV=INVERT (OF PIPE)
R-JB=JACK & BORE
R-M=REUSE MAIN
R-MTR=METER
R-PRV=PRESSURE REDUCING VALVE (RP2)
R-RED=REDUCER
R-RES=RESTRAINT
R-S=SERVICE
R-SL=SLEEVE
R-SS=SERVICE (SINGLE)
R-SD=SERVICE (DOUBLE)
R-SDL=SADDLE
R-T=TEE
R-TC=TRANSITION COUPLING
R-TOP=TOP OF PIPE
R-VC=VALVE CAN
R-VV=VALVE VAULT
R-WV=VALVE
R-WT=WET TAP
R-5.625=5.625 BEND(5 5/8)
R-11.25=11.25' BEND
R-22.5=22.5' BEND
R-45=45° BEND
R-90=90° BEND
R-Y=WYE

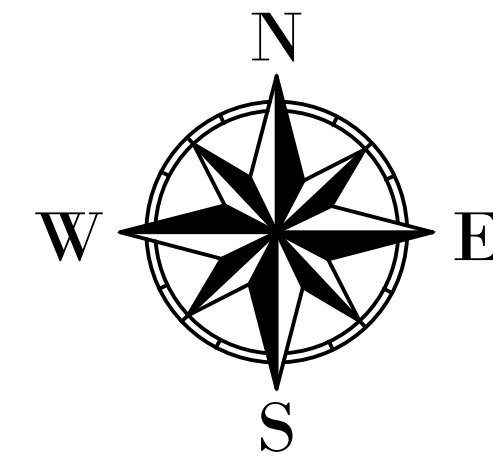
AS-BUILT DRAWING

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FOR THE FIRM:
GRADEWORKS, LLC LB 7946
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
FLORIDA CERTIFICATE NO. 4480 (352) 840-0086

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENCED SURVEYOR.

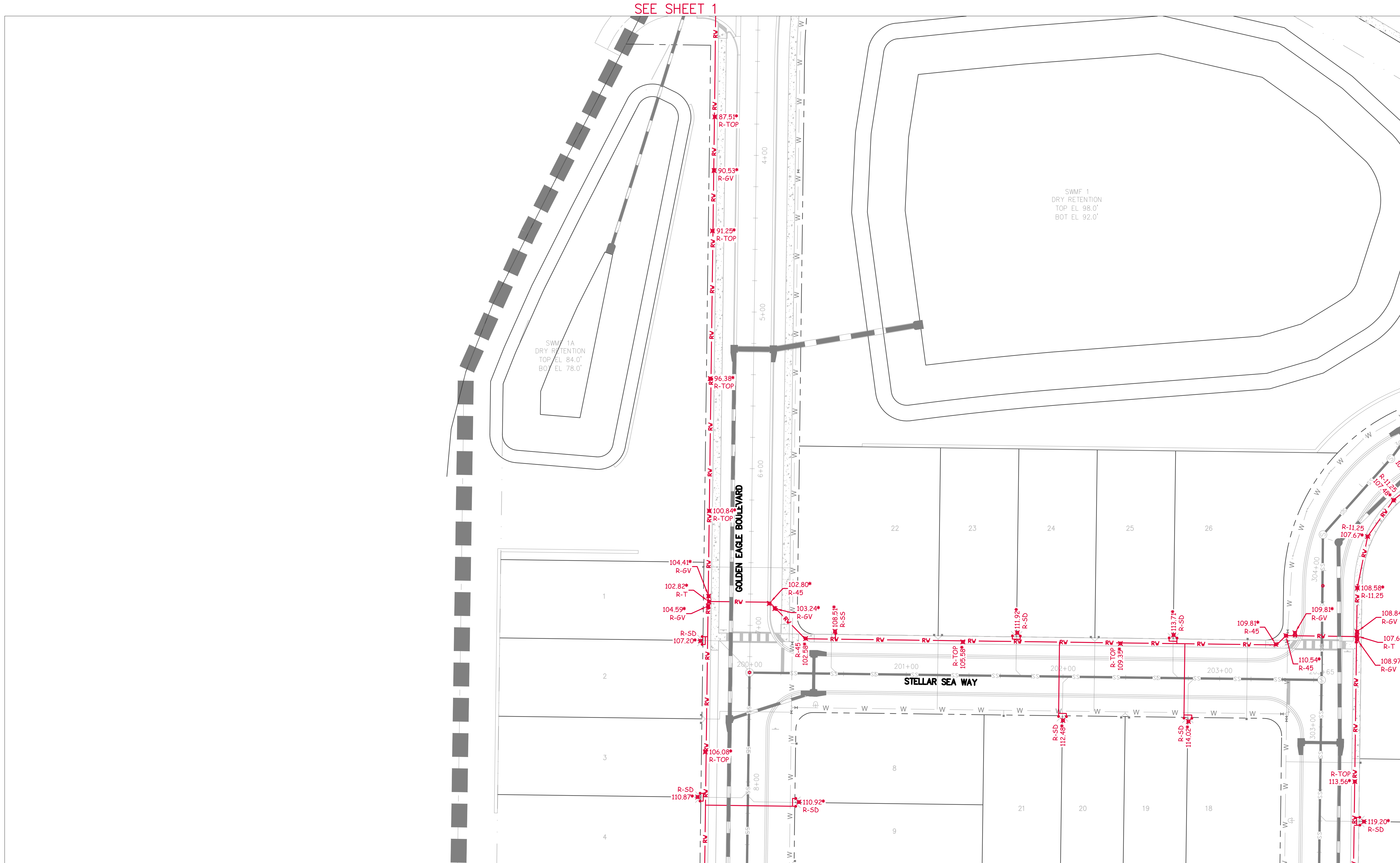
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					APPROVED	FIELD BOOK #1	7-19-2022	352-840-0086	SHEET 2 OF 7



REUSE AS-BUILT LEGEND

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R-VC=VALVE CAN
R-VV=VALVE VAULT
R-WV=VALVE
R-WT=WET TAP
R-5.625-5.625 BEND(5 5/8)
R-11.25-11.25' BEND
R-22.5-22.5' BEND
R-45=45° BEND
R-90=90° BEND
R-Y=WYE

SEE SHEET 4



SEE SHEET 5

EAGLETAIL LANDING PHASE 1 REUSE WATER AS-BUILTS

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AS-BUILT DRAWING

*XX.XX INDICATES AS-BUILT INFORMATION

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FOR THE FIRM:
GRADEWORKS, LLC LB 7946
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.

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					APPROVED	FIELD BOOK #1	7-19-2022	352-840-0086	SHEET 3 OF 7

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R-22.5=22.5" BEND
R-45=45° BEND
R-90=90° BEND
R-Y=WYE



BROAD WING LOOP

BROAD WING LOOP

SWMF 2
DRY RETENTION
TOP EL 108.5'
BOT EL 102.5'

NUMBER 2 BOARD

EAGLETAIL LANDING PHASE 1
REUSE WATER
AS-BUILTS

- 1) THE PURPOSE OF THIS ASBSULT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 2 LOCATED IN LEESBURG, FLORIDA.
- 2) PLAN INFORMATION SHOWN ON THIS ASBSULT SURVEY WAS DERIVED FROM CONSTRUCTION DRAWINGS ENTITLED "EAGLETAIL LANDINGS PHASE 2" PREPARED BY GAI CONSULTANTS, DATED 1/2001, REVISED 7/2/2021.
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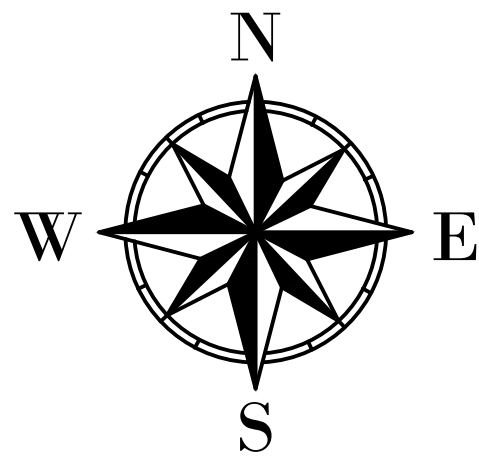
JOHN C. COUNTS JR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

FOR THE FIRM:
GRADEWORKS, LLC LB 7946
851 NW 24TH CT, SUITE 101
OCALA, FL 34775
(352) 840-0086

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NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC 851 NW 24th CT. SUITE 101 OCALA, FLORIDA 34475 352-840-0086	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'			
					CHECKED CC	VERT.	DATE		
					APPROVED	FIELD BOOK #1	7-19-2022		SHEET 4 OF 7

SEE SHEET 3



REUSE AS-BUILT LEGEND


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R-45=45' BEND
R-90=90' BEND
R-Y=WYE

SEE SHEET 6

EAGLETAIL LANDING PHASE 1
REUSE WATER
AS-BUILTS

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AS-BUILT DRAWING

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FOR THE FIRM:
GRADEWORKS, LLC LB 7946
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

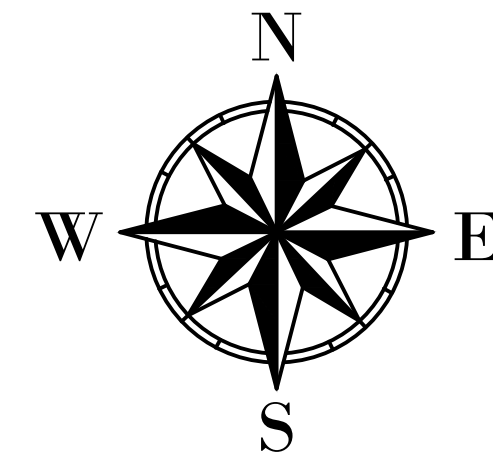
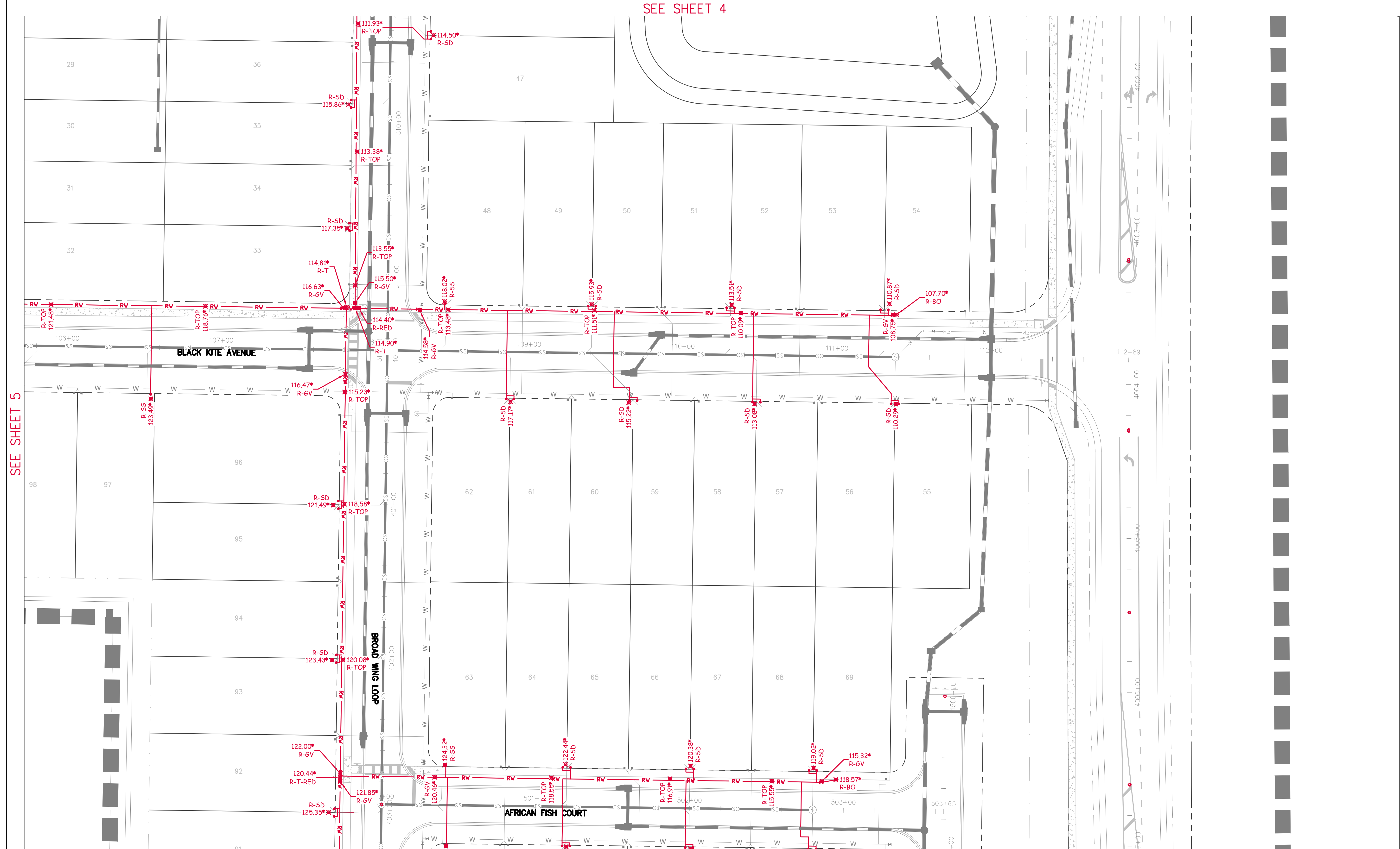
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GRADEWORKS, LLC

851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

SHEET 5 OF 7




R=REUSE
R-ARY=AIR RELIEF VALVE
R-BFP=BACK FLOW PREVENTOR
R-BO=BLOWOFF
R-BV=BUTTERFLY VALVE
R-CAP=CAP
R-CS=CORP STOP
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EAGLETAIL LANDING PHASE 1
REUSE WATER
AS-BUILTS

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					APPROVED	FIELD BOOK #1	7-19-2022		SHEET 6 OF 7

AS-BUILT DRAWING

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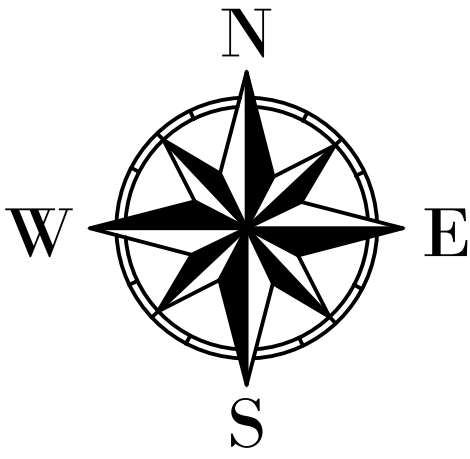
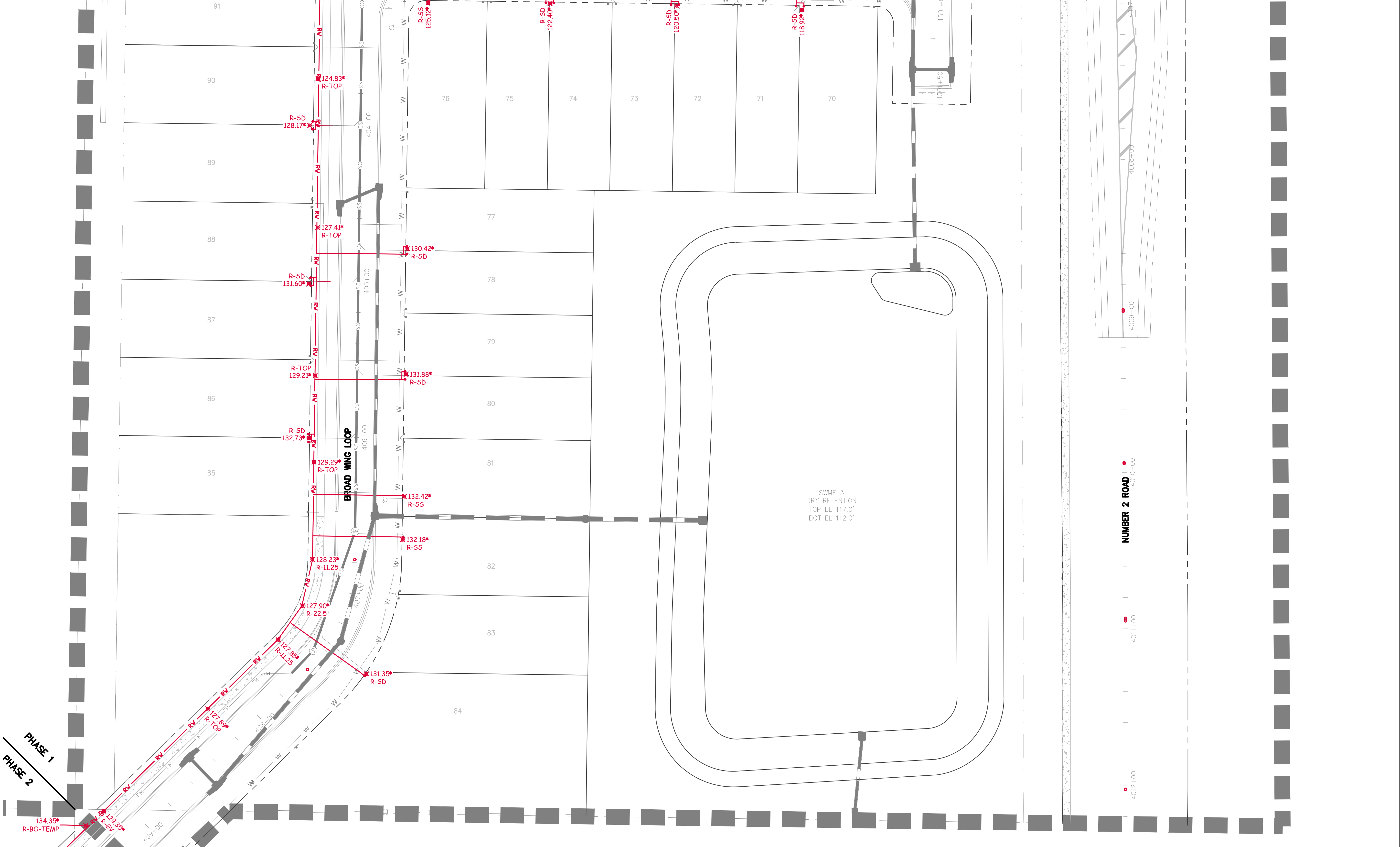
FOR THE FIRM:
GRADEWORKS, LLC LB 7946
851 NW 24TH CT, SUITE 101
OCCULA FL 33474
(352) 944-0086

JOHN C. COONTESS JR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

***THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED
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SEE SHEET 6

SEE SHEET 5



REUSE AS-BUILT LEGEND

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EAGLETAIL LANDING PHASE 1 REUSE WATER AS-BUILTS

AS-BUILT DRAWING

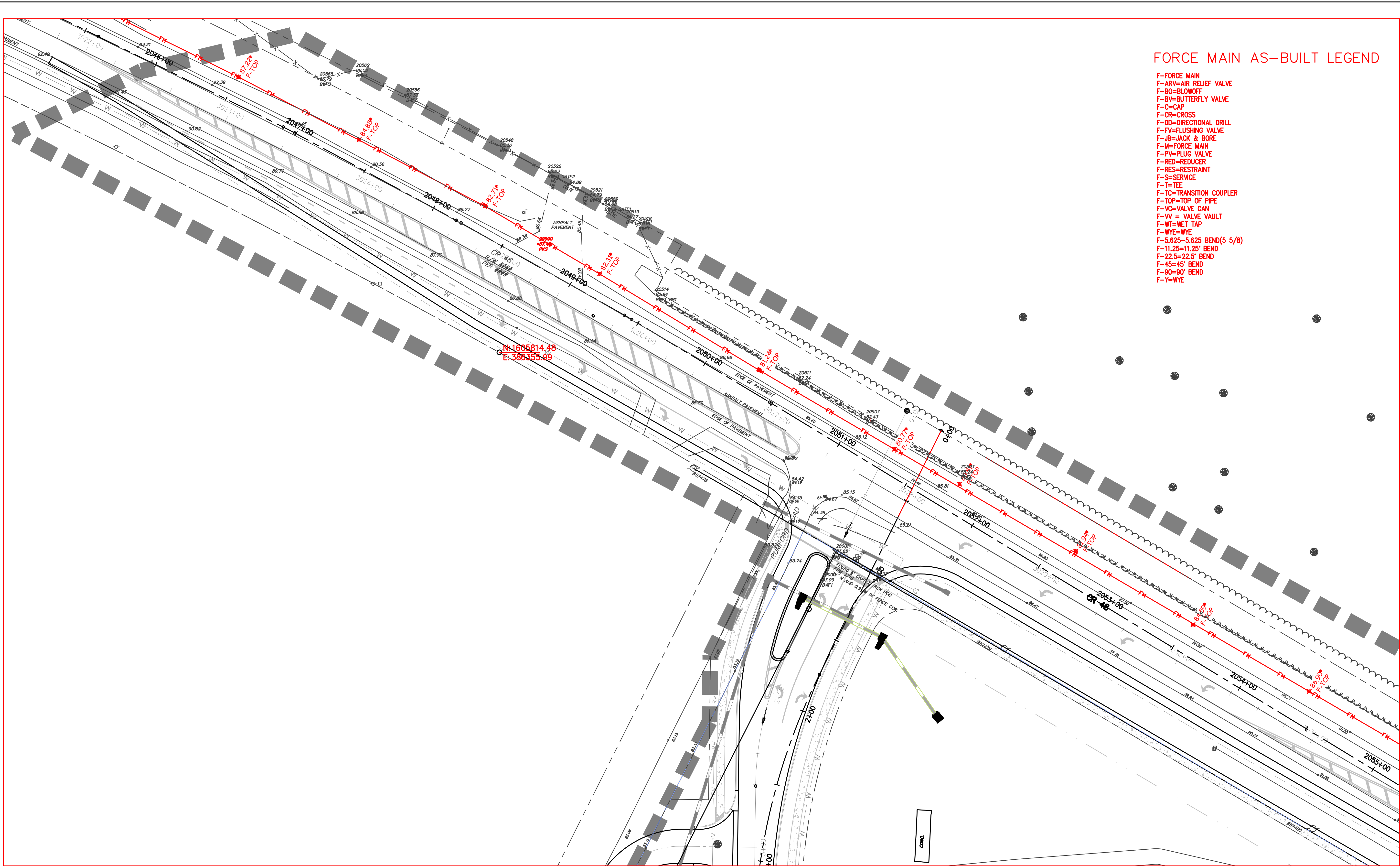
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FOR THE FIRM:
JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

FOR THE FIRM:
GRADEWORKS, LLC LB 7946
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		851 NW 24th CT. SUITE 101	
					CHECKED CC	VERT.	DATE	OCALA, FLORIDA 34475	
					APPROVED	FIELD BOOK #1	7-19-2022	352-840-0086	SHEET 7 OF 7



FORCE MAIN AS-BUILT LEGEND

- F=FORCE MAIN
- F-ARV=AIR RELIEF VALVE
- F-BO=BLOWOFF
- F-BV=BUTTERFLY VALVE
- F-C=CAP
- F-CR=CROSS
- F-DD=DIRECTIONAL DRILL
- F-FV=FLUSHING VALVE
- F-JB=JACK & BORE
- F-M=FORCE MAIN
- F-PV=PLUG VALVE
- F-RED=REDUCER
- F-RES=RESTRAINT
- F-S=SERVICE
- F-T=TEE
- F-TC=TRANSITION COUPLER
- F-TOP=TOP OF PIPE
- F-VC=VALVE CAN
- F-VV = VALVE VAULT
- F-WT=WET TAP
- F-WYE=WYE
- F-5.625-5.625 BEND(5 5/8)
- F-11.25-11.25' BEND
- F-22.5-22.5' BEND
- F-45-45' BEND
- F-90-90' BEND
- F-Y=WYE

SEWER AS-BUILT LEGEND

- SS=SANITARY SEWER
- SS-CO=STORM CLEAN OUT
- SS-CL=STRUCTURE CENTER LINE
- SS-DF=DRAIN FIELD
- SS-GT=GREASE TRAP
- SS-IP=INVERT OF PIPE
- SS-IS=INVERT OF STRUCTURE
- SS-LS=LIFT STATION
- SS-MH=SEWER MANHOLE
- SS-PE=PIPE (END)
- SS-PS=PUMP STATION (TRANSFER)
- SS-S=STRUCTURE
- SS-SD=DOUBLE SERVICE
- SS-SPT=SEPTIC TANK
- SS-SS=SEWER SERVICE
- SS-ST=STRUCTURE TOP
- SS-TOP=TOP OF PIPE
- SS-Y=WYE


SEE SHEET 2

SEE SHEET 3

EAGLETAIL LANDING PHASE 1
SANITARY SEWER
AS-BUILTS

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 1 LOCATED IN LEESBURG, FLORIDA.
- 2) PLAN INFORMATION SHOWN ON THIS ASBUILT SURVEY WAS DERIVED FROM CONSTRUCTION DRAWINGS ENTITLED "EAGLETAIL LANDINGS PHASE 2" PREPARED BY GAI CONSULTANTS, DATED 1/2001, REVISED 7/2/2021.
- 3) SHADED INFORMATION IS SHOWN FOR ORIENTATION PURPOSES ONLY AND MAY NOT BE CONSTRUCTED AT THIS TIME.
- 4) ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARKS SHOWN ON THE ABOVE REFERENCED PLANS AS DESCRIBED IN SHEETS C-106 THRU C-112.
- 5) COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED HEREON.
- 6) NO ADDITIONS OR DELETIONS TO THIS SURVEY MAY BE PERFORMED BY ANYONE OTHER THAN THE SURVEYOR AND MAPPER LISTED HEREON.
- 7) INFORMATION BASED ON PROVIDED CONTROL REPRESENTED AS STATE PLANE COORDINATES AND LAKE COUNTY DATUM.

AS-BUILT DRAWING

*XX.XX  INDICATES AS-BUILT INFORMATION
I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION ON 02/28/2023.
I FURTHER CERTIFY THAT THIS AS-BUILT SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

FOR THE FIRM:
GRADEWORKS, LLC LB 7846
801 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		851 NW 24th CT. SUITE 101	
					CHECKED CC	VERT. FIELD BOOK #1	DATE	OCALA, FLORIDA 34475	
					APPROVED		7-19-2022	352-840-0086	SHEET 1 OF 13



SS-SANITARY SEWER
SS-CO=STORM CLEAN OUT
SS-CL=STRUCTURE CENTER LINE
SS-OF=DRAIN FIELD
SS-GT=GREASE TRAP
SS-IP=INVERT OF PIPE
SS-IS=INVERT OF STRUCTURE
SS-LS=LIFT STATION
SS-MH=SEWER MANHOLE
SS-PE=PIPE (END)
SS-PS=PUMP STATION (TRANSFER)
SS-S=STRUCTURE
SS-SD=DOUBLE SERVICE
SS-SPT=SEPTIC TANK
SS-SG=STRUCTURE TOP
SS-ST=STRUCTURE TOP
SS-TOP=TOP OF PIPE
SS-Y=WYE

FORCE MAIN AS-BUILT LEGEND

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F-BV=BUTTERFLY VALVE
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F-M=FORCE MAIN
F-PV=PLUG VALVE
F-RED=REDUCER
F-RS=RESTRAINT
F-S=SERVICE
F-T=TEE
F-T-C=TRANSITION COUPLER
F-TOP=TOP OF PIPE
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F-VV= VALVE VAULT
F-WET=WET TAP
F-WYE=WYE
F-5.625-5.625 BEND(5 5/8)
F-11.25-11.25" BEND
F-22.5-22.5" BEND
F-45-45" BEND
F-90-90" BEND
F-Y=WYE

SEE SHEET 1


SEE SHEET 4

EAGLETAIL LANDING PHASE 1
SANITARY SEWER
AS-BUILTS

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 1 LOCATED IN LEESBURG, FLORIDA.
- 2) PLAN INFORMATION SHOWN ON THIS ASBUILT SURVEY WAS DERIVED FROM CONSTRUCTION DRAWINGS ENTITLED "EAGLETAIL LANDINGS PHASE 2" PREPARED BY GAI CONSULTANTS, DATED 1/2001, REVISED 7/2/2021.
- 3) SHADED INFORMATION IS SHOWN FOR ORIENTATION PURPOSES ONLY AND MAY NOT BE CONSTRUCTED AT THIS TIME.
- 4) ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARKS SHOWN ON THE ABOVE REFERENCED PLANS AS DESCRIBED IN SHEETS C-106 THRU C-112.
- 5) COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED HEREON.
- 6) NO ADDITIONS OR DELETIONS TO THIS SURVEY MAY BE PERFORMED BY ANYONE OTHER THAN THE SURVEYOR AND MAPPER LISTED HEREON.
- 7) INFORMATION BASED ON PROVIDED CONTROL REPRESENTED AS STATE PLANE COORDINATES AND LAKE COUNTY DATUM.

											BY THE ABOVE LICENCED SURVEYOR.*		
NO.	REVISIONS			BY	APPR.	DATE	DESIGNED		SCALE		JOB NUMBER	GRADEWORKS, LLC 851 NW 24th CT. SUITE 101 OCALA, FLORIDA 34475 352-840-0086	DRAWING NUMBER
							DRAWN	KM	HOR. 1"=30'				
							CHECKED	CC	FIELD		DATE		
							APPROVED		BOOK #1		7-19-2022		SHEET 2 OF 13

AS-BUILT DRAWING

*XX.XX  INDICATES AS-BUILT INFORMATION

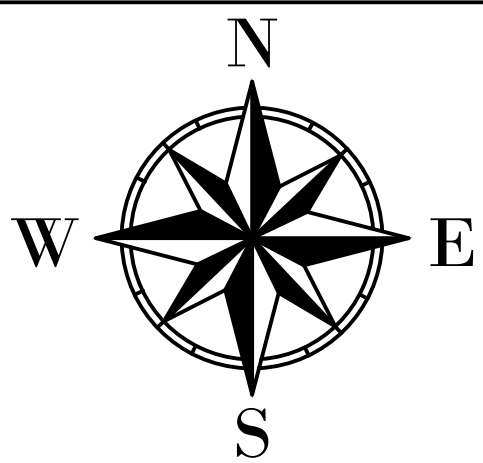
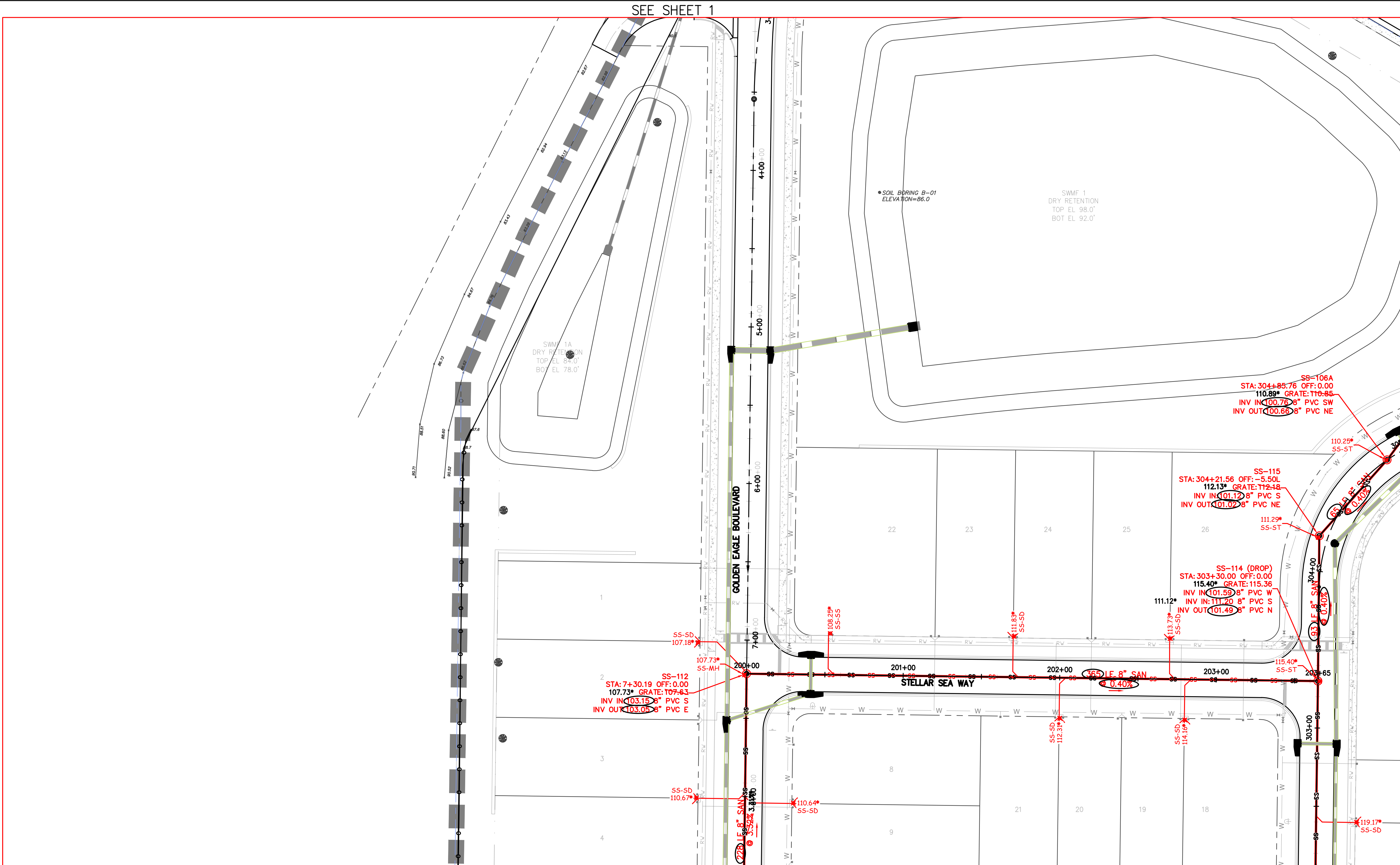
I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION ON DATE OF SURVEY.

I FURTHER CERTIFY THAT THIS AS-BUILT SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.002, FLORIDA STATUTES.

FOR THE FIRM:
GRADATIONS, LLC LB 7946
851 NW 24TH CT, SUITE 101
FORT LAUDERDALE, FL 33304
(352) 540-0086

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.



SEWER AS-BUILT LEGEND

- SS-SANITARY SEWER
- SS-CO=STORM CLEAN OUT
- SS-CL=STRUCTURE CENTER LINE
- SS-DF=DRAIN FIELD
- SS-GT=GREASE TRAP
- SS-IP=INVERT OF PIPE
- SS-IS=INVERT OF STRUCTURE
- SS-LS=LIFT STATION
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- SS-PE=PIPE (END)
- SS-PS=PUMP STATION (TRANSFER)
- SS-S=STRUCTURE
- SS-SD=DOUBLE SERVICE
- SS-SPT=SEPTIC TANK
- SS-S=SS=SEWER SERVICE
- SS-ST=STRUCTURE TOP
- SS-TOP=TOP OF PIPE
- SS-Y=WYE

SEE SHEET 4

SEE SHEET 5

EAGLETAIL LANDING PHASE 1
SANITARY SEWER
AS-BUILTS

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AS-BUILT DRAWING

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I FURTHER CERTIFY THAT THIS AS-BUILT SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 45-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM
GRADEWORKS, LLC
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

LIB 7948
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086


THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30' VERT. FIELD BOOK #1		851 NW 24th CT. SUITE 101 OCALA, FLORIDA 34475 352-840-0086	
					CHECKED CC		DATE		
					APPROVED		7-19-2022		SHEET 3 OF 13

SS--SEWANT SINK
SS--CO=STORM CLEAN OUT
SS--CL=STRUCTURE CENTER LINE
SS--DF=DRAIN FIELD
SS--GT=GREASE TRAP
SS--IP=INVERT OF PIPE
SS--IS=INVERT OF STRUCTURE
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SS--S=STRUCTURE
SS--SD=DOUBLE SERVICE
SS--SPT=SEPTIC TANK
SS--SS=SINGLE SERVICE
SS--ST=STRUCTURE TOP
SS--Y=TOP OF PIPE
SS--Y=WYE



AS-BUILT DRAWING

*XX.XX  INDICATES AS-BUILT INFORMATION

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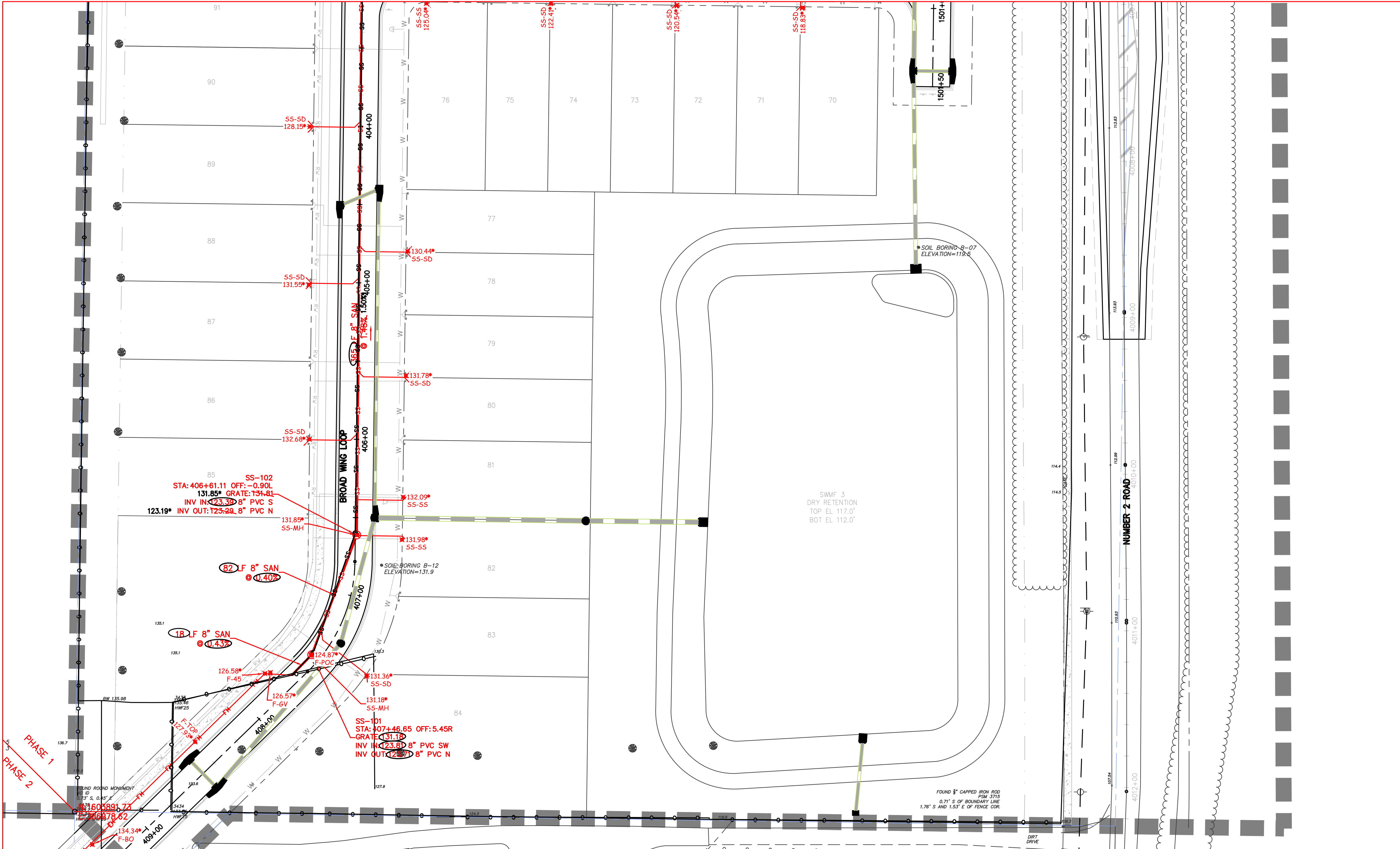
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JOHN C. COUNTS JR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

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BY THE ABOVE LICENCED SURVEYOR.***

- | | | | | | | | | | |
|-----|-----------|----|-------|------|------------|---------------|------------|---------------------------|----------------|
| NO. | REVISIONS | BY | APPR. | DATE | DESIGNED | SCALE | JOB NUMBER | GRADEWORKS, LLC | DRAWING NUMBER |
| | | | | | DRAWN KM | HOR. 1"=30' | | 851 NW 24th CT. SUITE 101 | |
| | | | | | CHECKED CC | VERT. | DATE | OCALA, FLORIDA 34475 | |
| | | | | | APPROVED | FIELD BOOK #1 | 7-19-2022 | 352-840-0086 | SHEET 4 OF 13 |

SEE SHEET 6



SEWER AS-BUILT LEGEND

- SS-SANITARY SEWER
- SS-CO-STORM CLEAN OUT
- SS-CL-STRUCTURE CENTER LINE
- SS-DF-DRAIN FIELD
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- SS-IP-INVERT OF PIPE
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EAGLETAIL LANDING PHASE 1
SANITARY SEWER
AS-BUILTS

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 1 LOCATED IN LEESBURG, FLORIDA.
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AS-BUILT DRAWING

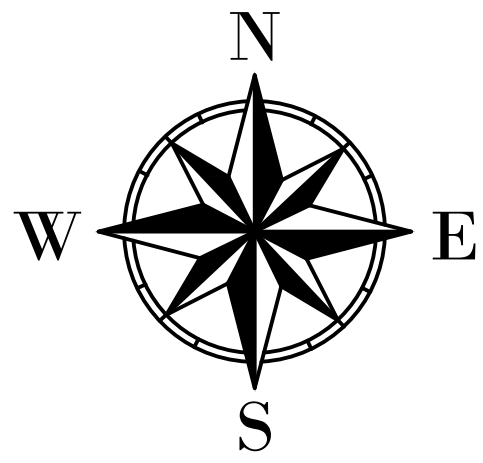
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JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

FOR THE FIRM:
GRADEWORKS, LLC LB 7948
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

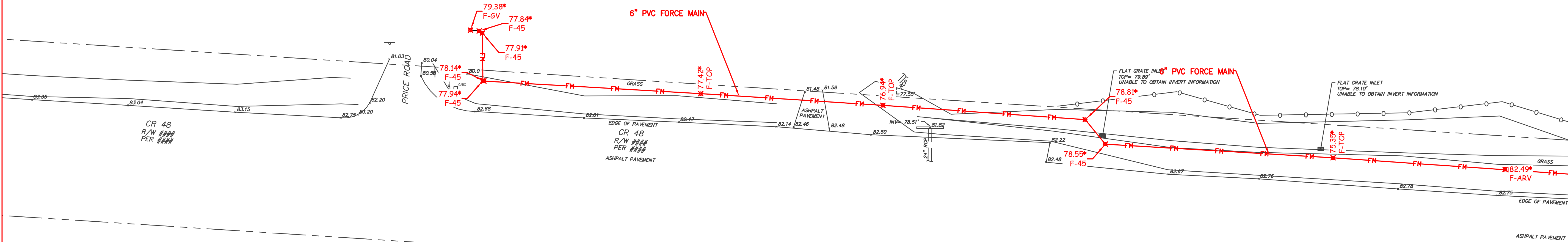
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					DRAWN KM	HOR. 1"=30'		851 NW 24th CT. SUITE 101	
					CHECKED CC	VERT.	DATE	OCALA, FLORIDA 34475	
					APPROVED	FIELD BOOK #1	7-19-2022	352-840-0086	SHEET 7 OF 13



FORCE MAIN AS-BUILT LEGEND

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- F-5.625-5.625 BEND(5 5/8)
- F-11.25=11.25" BEND
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- F-45=45° BEND
- F-90=90° BEND
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SEE SHEET 9

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 2 LOCATED IN LEESBURG, FLORIDA.
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EAGLETAIL LANDING PHASE 1
SANITARY SEWER
AS-BUILTS

AS-BUILT DRAWING

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FOR THE FIRM:
JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

GRADEWORKS, LLC
851 NW 24th CT, SUITE 101
OCALA, FL 34475
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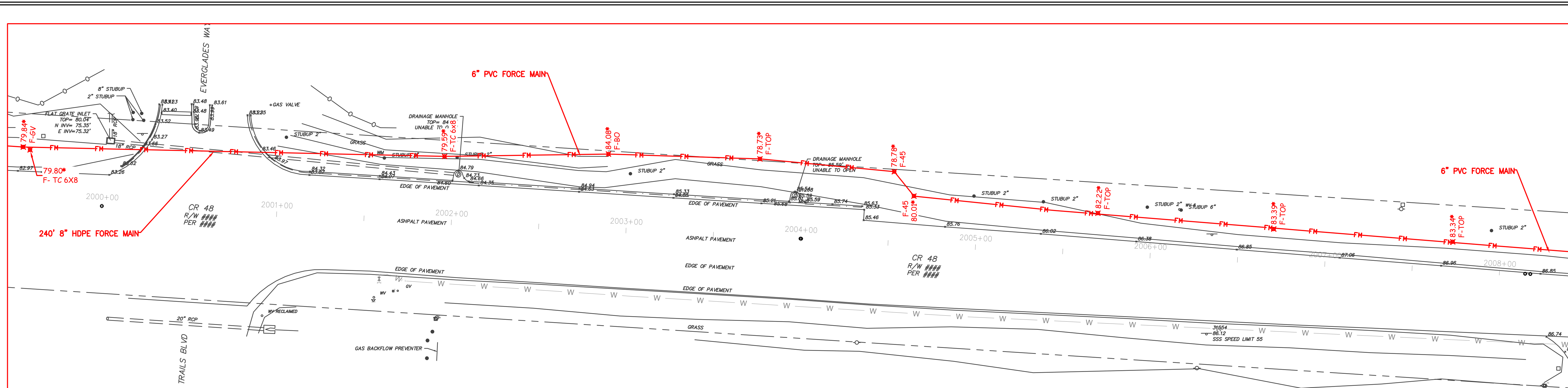
NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		
					CHECKED CC	VERT.	DATE	
					APPROVED	FIELD BOOK #1	7-19-2022	

GRADEWORKS, LLC


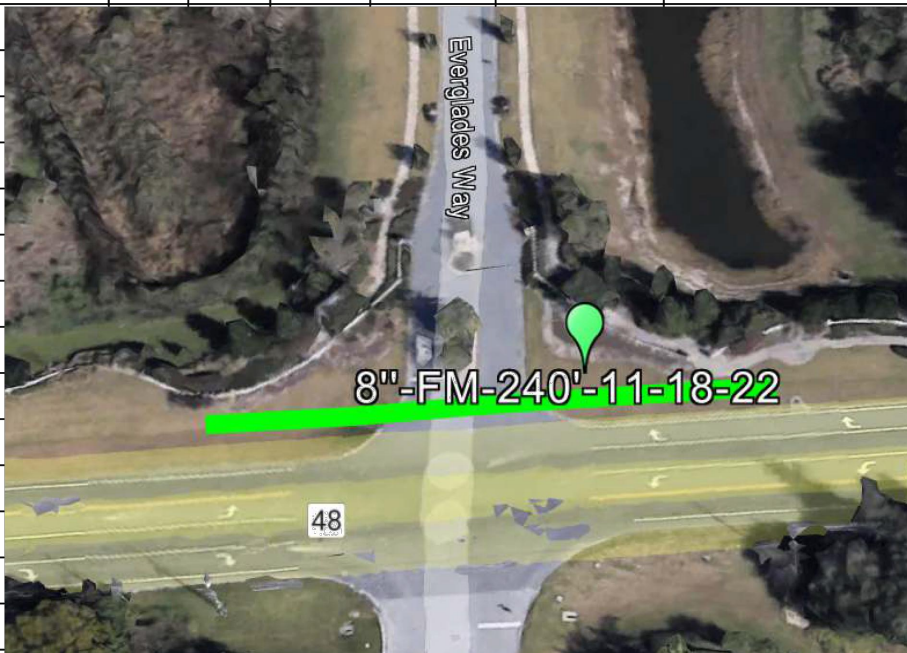
851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

34475

SHEET 8 OF 13



F=FORCE MAIN
F-A=ARV-AIR RELIEF VALVE
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F-5.625=5.625 BEND(5 5/8)
F-11.25=11.25" BEND
F-22.5=22.5" BEND
F-45=45" BEND
F-90=90" BEND
F-Y=WYE

				BORE LOCATION#5													
JOB # : 2659				JOB NAME : EAGLETAIL LANDINGS		EXACT BORE LOCATION :											
CLIENT / CONTRACTOR : JEFF				JOB LOCATION : LEESBURG, FLOR		ANGLE OF ENTRY : -25%											
DATE : 11-16-22				RIG USED : 24X40		BORE LENGTH : 240'											
ADDI FORMAN : TRAVIS				LENGTH OF RODS : 10'		MATERIAL : HDPE SDR 11 DIPIS											
STATION # ENTRY EXIT				BORE DIRECTION E TO W		MATERIAL SIZE : 8"EM											
ROD #	ANGLE %	DEPTH		DISTANCE OUT (FT)	SURFACE NOTE	BORE LOCATION DIAGRAM											
		FEET	INCHES														
1	-30%	3	3	10													
2	-30%	6	7	20													
3	-30%	9	9	30													
4	-30%	13	8	40													
5	-30%	16	7	50													
6	-20%	18	2	60													
7	-10%	19	2	70													
8	0%	19	2	80													
9	0%	19	6	90													
10	0%	19	3	100													
11	0%	19	4	110													
12	5%	19	2	120													
13	5%	18	6	130													
14	5%	18	1	140													
15	5%	18	1	150													
16	10%	17	1	160													
17	10%	16	0	170													
18	10%	15	0	180													
19	10%	14	0	190													
20	10%	13	0	200													
21	20%	11	0	210													
22	30%	8	6	220													
23	30%	5	11	230													
24	30%	3	0	240													
25				250													

CLIENT ACCEPTANCE OF PIPING MATERIAL INSTALLED AND BORE LENGTH & DEPTH

NAME: _____ DATE: _____

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 2 LOCATED IN LEESBURG, FLORIDA.
- 2) PLAN INFORMATION SHOWN ON THIS ASBUILT SURVEY WAS DERIVED FROM CONSTRUCTION DRAWINGS ENTITLED "EAGLETAIL LANDINGS PHASE 2" PREPARED BY GAI CONSULTANTS, DATED 1/2001, REVISED 7/2/2021.
- 3) SHADED INFORMATION IS SHOWN FOR ORIENTATION PURPOSES ONLY AND MAY NOT BE CONSTRUCTED AT THIS TIME.
- 4) ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARKS SHOWN ON THE ABOVE REFERENCED PLANS AS DESCRIBED IN SHEETS C-106 THRU C-112.
- 5) COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED HEREON.
- 6) NO ADDITIONS OR DELETIONS TO THIS SURVEY MAY BE PERFORMED BY ANYONE OTHER THAN THE SURVEYOR AND MAPPER LISTED HEREON.
- 7) INFORMATION BASED ON PROVIDED CONTROL REPRESENTED AS STATE PLANE COORDINATES AND LAKE COUNTY DATUM.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		851 NW 24th CT. SUITE 101	
					CHECKED CC	VERT.	DATE	OCALA, FLORIDA 34475	
					APPROVED	FIELD BOOK #1	7-19-2022	352-840-0086	SHEET 9 OF 13

AS-BUILT DRAWING

*XX:XX INDICATES AS-BUILT INFORMATION

I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN HEREIN WAS MADE UNDER MY DIRECT SUPERVISION ON 12/22/2022.

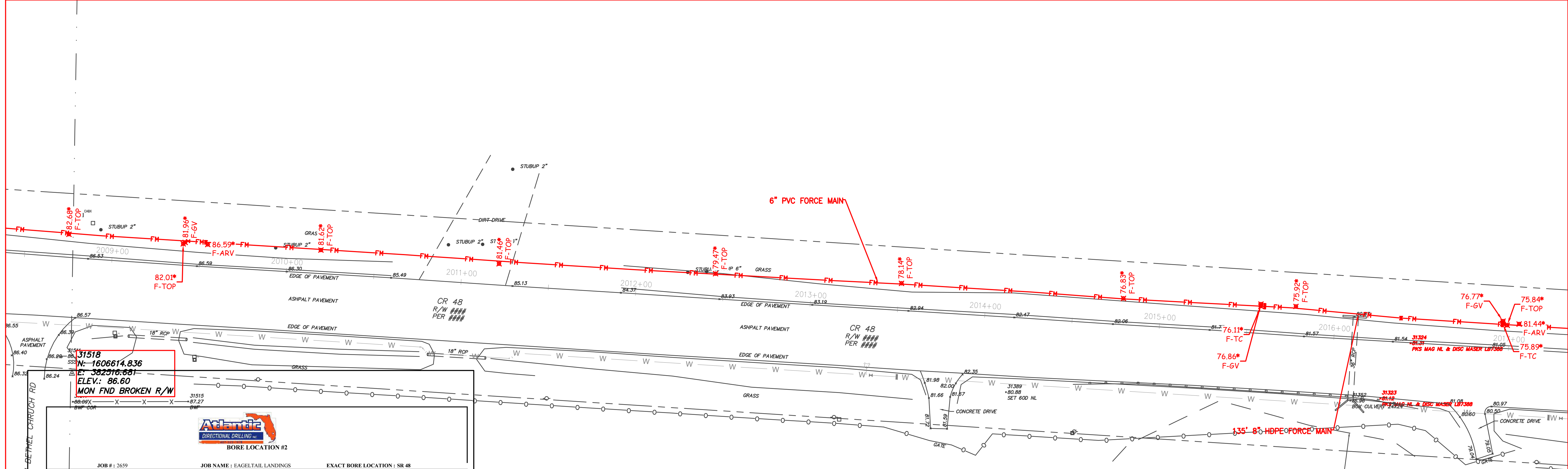
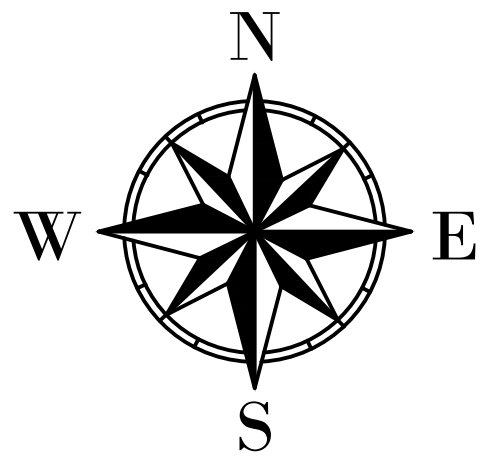
I FURTHER CERTIFY THAT THIS AS-BUILT SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 8A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM:

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4460


GRADWORTHY, LLC LB 7946
1501 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0098

*THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LISTED SURVEYOR



FORCE MAIN AS-BUILT LEGEND

- F=FORCE MAIN
- F-ARV=AIR RELIEF VALVE
- F-B=BLW/OFF
- F-BV=BUTTERFLY VALVE
- F-C=CAP
- F-CR=CROSS
- F-DD=DIRECTIONAL DRILL
- F-FV=FLUSHING VALVE
- F-JB=JACK & BORE
- F-M=FORCE MAIN
- F-PV=PLUG VALVE
- F-RED=REDUCER
- F-RES=RESTRAINT
- F-S=SERVICE
- F-T=TEE
- F-TC=TRANSITION COUPLER
- F-TOP=TOP OF PIPE
- F-VC=VALVE CAN
- F-W=VALVE VAULT
- F-WT=WET TAP
- F-WYE=WYE
- F-5.625=5.625 BEND(5 5/8)
- F-11.25=11.25' BEND
- F-22.5=22.5' BEND
- F-45=45' BEND
- F-90=90' BEND
- F-Y=WYE



BORE LOCATION #2

JOB # : 2659

JOB NAME : EAGLETAIL LANDINGS

EXACT BORE LOCATION : SR 48

CLIENT / CONTRACTOR : JEFF

JOB LOCATION : LEESBURG, FLORIDA

ANGLE OF ENTRY : -20%

DATE : 10-5-22

RIG USED : JT-60

BORE LENGTH : 135'

ADDI FORMAN : TRAVIS

LENGTH OF RODS : 15 FEET

MATERIAL : HDPE SDR 11 DIPS

STATION #

ENTRY

BORE DIRECTION

W. TO E

EXIT

MATERIAL SIZE : 8"JM

ROD #	ANGLE %	DEPTH FEET	DEPTH INCHES	DISTANCE OUT	SURFACE NOTE	ROD #	ANGLE %	DEPTH FEET	DEPTH INCHES	DISTANCE OUT	SURFACE NOTE
1	-20%	3	3	10		26					
2	-30%	7	3	20		27					
3	-17%	9	4	30		28					
4	-5%	10	8	40	CULVERT	29					
5	3%	9	6	50		30					
6	7%	9	5	60		31					
7	8%	8	8	70		32					
8	15%	6	6	80		33					
9	25%	4	3	90		34					
10						35					
11						36					
12						37					
13						38					
14						39					
15						40					
16						41					
17						42					
18						43					
19						44					
20						45					
21						46					
22						47					
23						48					
24						49					
25						50					

CLIENT ACCEPTANCE OF PIPING MATERIAL INSTALLED AND BORE LENGTH & DEPTH

NAME: _____ DATE: _____

SEE SHEET 8

SEE SHEET 9

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 2 LOCATED IN LEESBURG, FLORIDA.
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EAGLETAIL LANDING PHASE 1
SANITARY SEWER
AS-BUILTS

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		
					CHECKED CC	VERT.	DATE	
					APPROVED	FIELD BOOK #1	7-19-2022	

GRADEWORKS, LLC

851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

DRAWING NUMBER
SHEET 10 OF 13

AS-BUILT DRAWING

*XX.XX INDICATES AS-BUILT INFORMATION

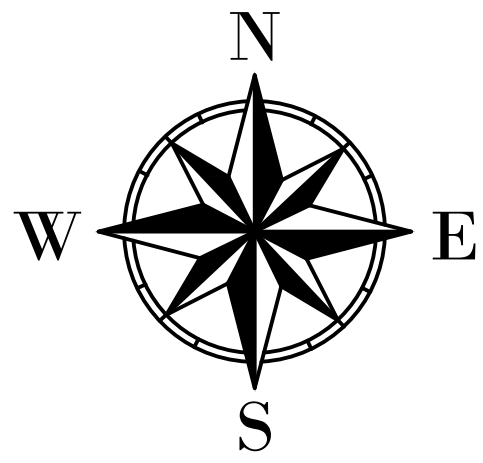
I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION ON 12/02/2022

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JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

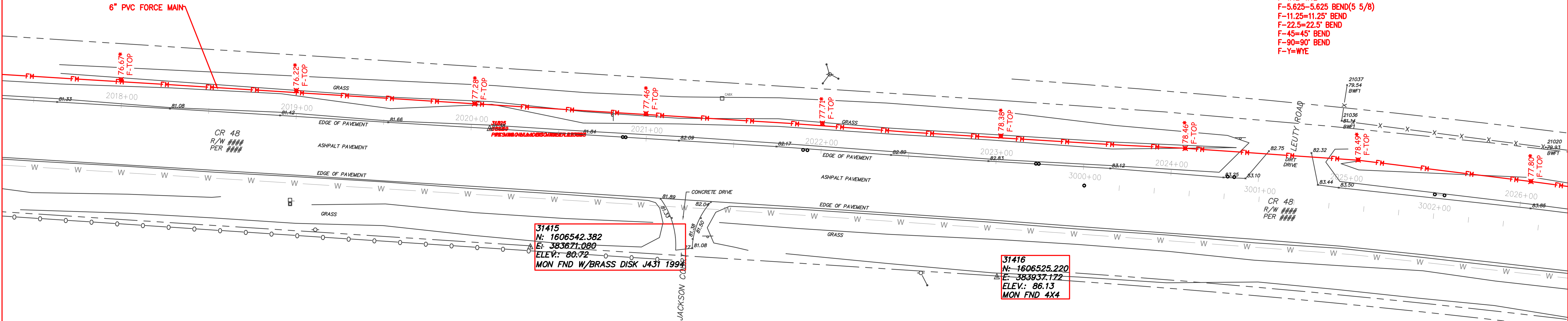
FOR THE FIRM:
GRADEWORKS, LLC LB 7948
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.



FORCE MAIN AS-BUILT LEGEND

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- F-ARV=AIR RELIEF VALVE
- F-BO=BLOWOFF
- F-BV=BUTTERFLY VALVE
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- F-CR=CROSS
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- F-FV=FLUSHING VALVE
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- F-TC=TRANSITION COUPLER
- F-TOP=TOP OF PIPE
- F-V=VALVE CAN
- F-VV = VALVE VAULT
- F-WT=WET TAP
- F-WYE=WYE
- F-5.625-5.625 BEND(5 5/8)
- F-11.25-11.25' BEND
- F-22.5-22.5' BEND
- F-45-45' BEND
- F-90-90' BEND
- F-Y=WYE




SEE SHEET 9

SEE SHEET 11

EAGLETAIL LANDING PHASE 1
SANITARY SEWER
AS-BUILTS

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 2 LOCATED IN LEESBURG, FLORIDA.
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AS-BUILT DRAWING

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FOR THE FIRM:
GRADEWORKS, LLC LB 7946
851 NW 24th CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		
					CHECKED CC	VERT.	DATE	
					APPROVED	FIELD BOOK #1	7-19-2022	

GRADEWORKS, LLC

851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

DRAWING NUMBER
SHEET 11 OF 13



F=FORCE MAIN
F-ARVA=AR VALVE
F-B=BLOWOFF
F-BB=BUTTERFLY VALVE
F-C=CAP
F-CR=CRASS
F-DD=DIRECTIONAL DRILL
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F-B=BACK & BORE
F-M=FORCE MAIN
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F-RES=RESTRAINT
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F-T=TEE
F-T=TO TRANSITION COUPLER
F-TOP=TOP OF PIPE
F-V=VALVE CAN
F-VV = VALVE VAULT
F-WT=WET TAP
F-WYE=WYE
F-5.625=5.625 BEND(5 5/8)
F-11.25=11.25" BEND
F-22.5=22.5" BEND
F-45=45° BEND
F-90=90° BEND
F-Y=YWE




SEE SHEET 12

EAGLETAIL LANDING PHASE 1
SANITARY SEWER
AS-BUILTS

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 2 LOCATED IN LEESBURG, FLORIDA.
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NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC 851 NW 24th CT. SUITE 101 OCALA, FLORIDA 34475 352-840-0086	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'			
					CHECKED CC	FIELD BOOK #1	DATE		
					APPROVED		7-19-2022		SHEET 12 OF

AS-BUILT DRAWING

*XX.XX  INDICATES AS-BUILT INFORMATION

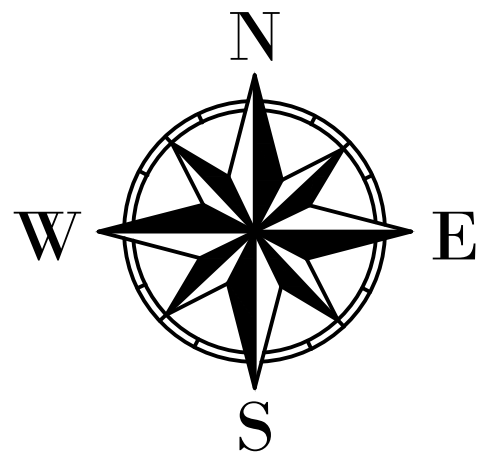
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I FURTHER CERTIFY THAT THIS AS-BUILT SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 4A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO STATUTE 472.002, FLORIDA STATUTES.

FOR THE FIRM:
 GEORGEDES, LLC LB 7946
 865 NW 24TH CT, SUITE 101
 MIAMI, FL 33135
 (305) 844-0088

JOHN C. COUNTS JR.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4480

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SEE SHEET 11

SEE SHEET 1

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EAGLETAIL LANDING PHASE 1
SANITARY SEWER
AS-BUILTS

AS-BUILT DRAWING

*XX.XX INDICATES AS-BUILT INFORMATION

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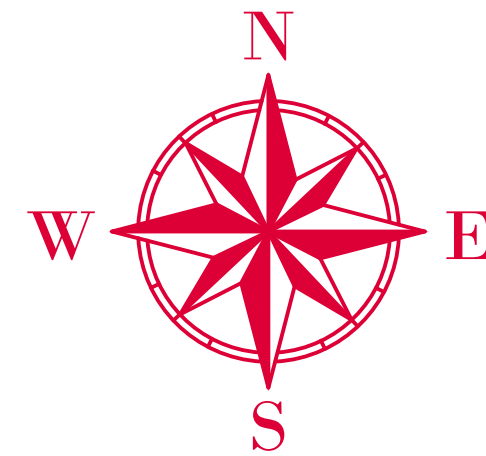
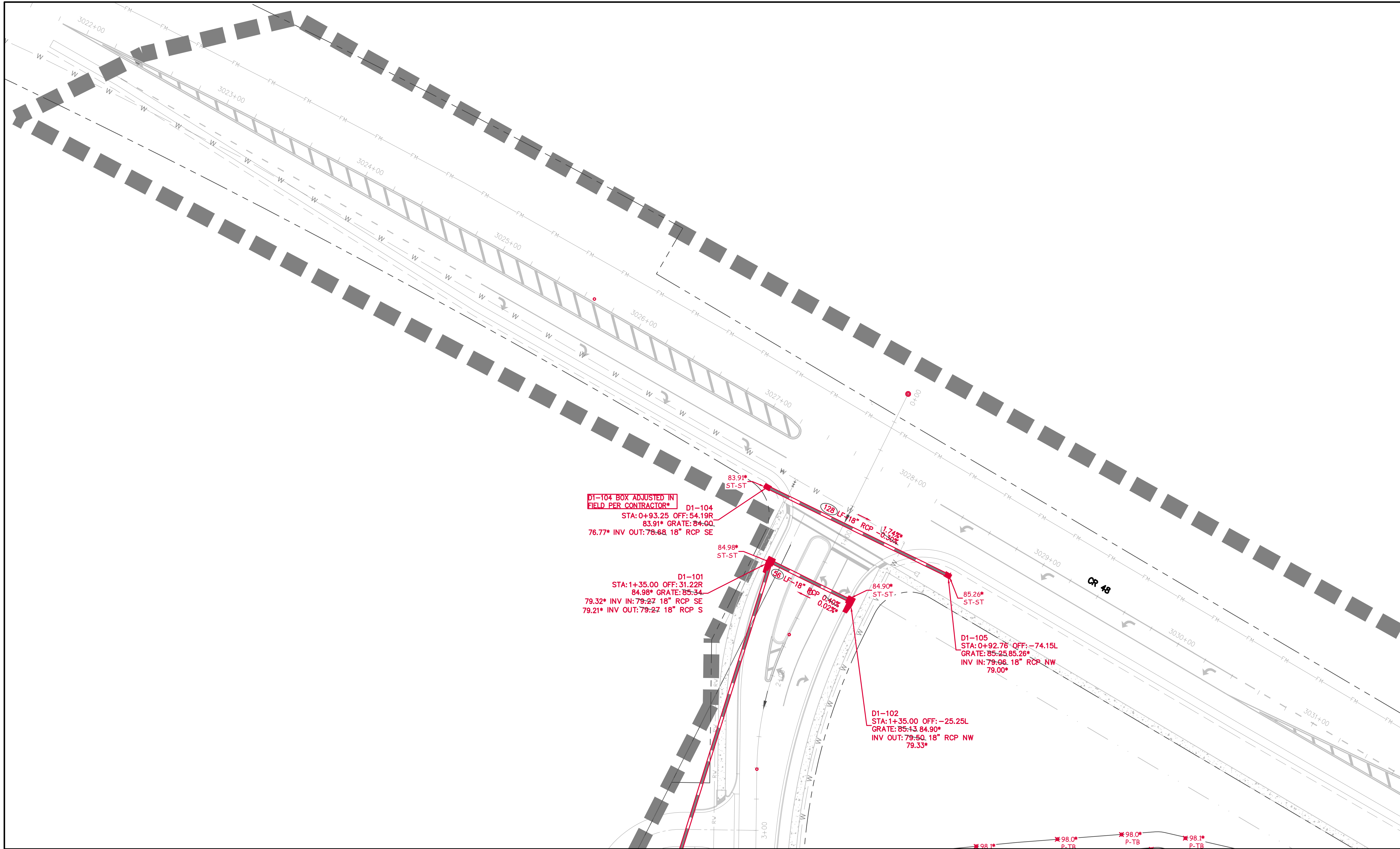
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FOR THE FIRM:
GRADEWORKS, LLC LB 7948
851 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0086

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		851 NW 24th CT. SUITE 101	
					CHECKED CC	VERT. #1	DATE	OCALA, FLORIDA 34475	
					APPROVED		7-19-2022	352-840-0086	SHEET 13 OF 13



SEE SHEET 2

SEE SHEET 3

EAGLETAIL LANDING PHASE 1 STORM AS-BUILTS

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 1 LOCATED IN LEESBURG, FLORIDA.
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AS-BUILT DRAWING

*X.O.XX INDICATES AS-BUILT INFORMATION

I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION ON 07/18/2023

I FURTHER CERTIFY THAT THIS AS-BUILT SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 49-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM:
GRADEWORKS, LLC LB 7948
851 NW 24th CT. SUITE 101
OCALA, FL 34476
(352) 840-0086

JOHN G. COULTER, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

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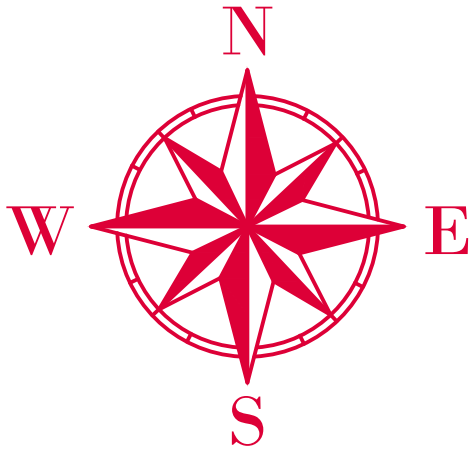
NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		
					CHECKED CC	VERT. #1	DATE	
					APPROVED	FIELD BOOK	7-19-2022	

GRADEWORKS, LLC

851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

SHEET 1 OF 7

SEE SHEET 1



SEE SHEET 4

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 1 LOCATED IN LEESBURG, FLORIDA.
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EAGLETAIL LANDING PHASE 1 STORM AS-BUILTS

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GRADEWORKS, LLC

851 NW 24th CT. SUITE 101
OCALA, FLORIDA 34475
352-840-0086

AS-BUILT DRAWING

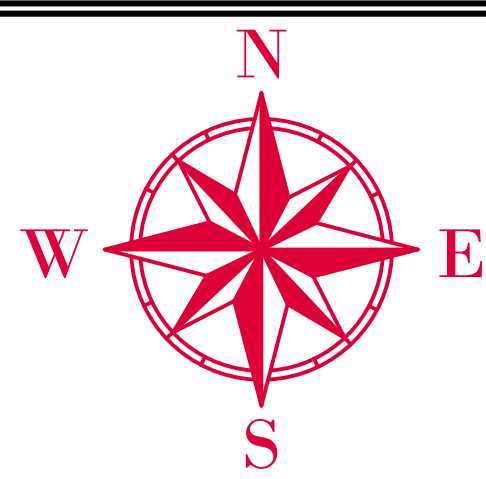
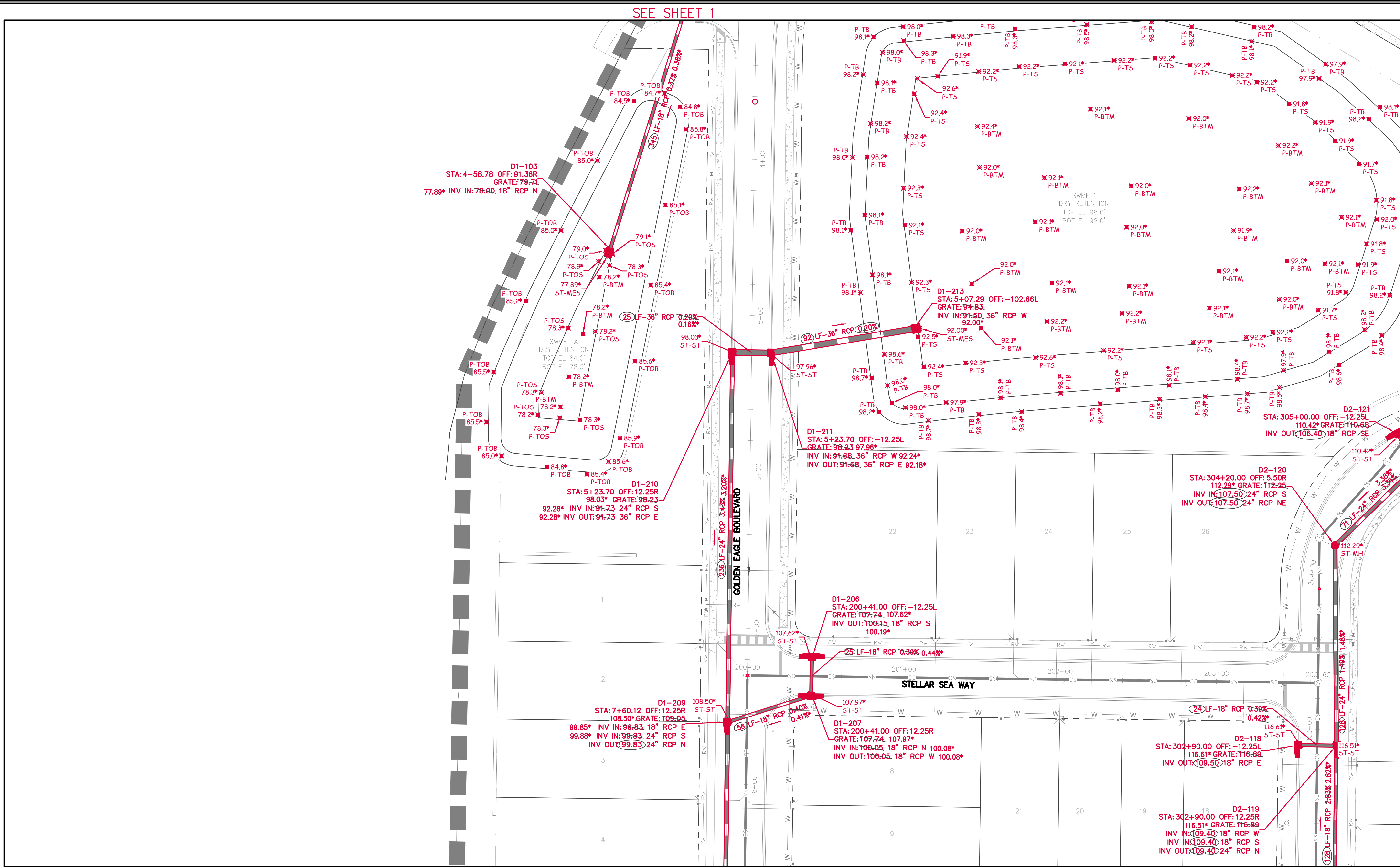
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JOHN G. COULTER JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

FOR THE FIRM
GRADEWORKS, LLC LB 7848
851 NW 24TH CT. SUITE 101
OCALA, FL 34475
(352) 840-0086

"THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR."

SHEET 2 OF 7



SEE SHEET 5

SEE SHEET 4

EAGLETAIL LANDING PHASE 1 STORM AS-BUILTS

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 1 LOCATED IN LEESBURG, FLORIDA.
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- 6) NO ADDITIONS OR DELETIONS TO THIS SURVEY MAY BE PERFORMED BY ANYONE OTHER THAN THE SURVEYOR AND MAPPER LISTED HEREON.
- 7) INFORMATION BASED ON PROVIDED CONTROL REPRESENTED AS STATE PLANE COORDINATES AND LAKE COUNTY DATUM.

AS-BUILT DRAWING

XXXX INDICATES AS-BUILT INFORMATION

I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION ON 07/18/2023.

I FURTHER CERTIFY THAT THIS AS-BUILT SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 49-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 492.007, FLORIDA STATUTES.

FOR THE FIRM

GRADWORKS, LLC LB 7948

801 NW 54TH CT, SUITE 101

OCALA, FL 34476

(352) 840-0088

JOHN G. COULTER, JR.

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO. 4480

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'		
					CHECKED CC	VERT. 1"=30'		
					APPROVED	FIELD BOOK #1	DATE	
							7-19-2022	

GRADWORKS, LLC

851 NW 24th CT, SUITE 101

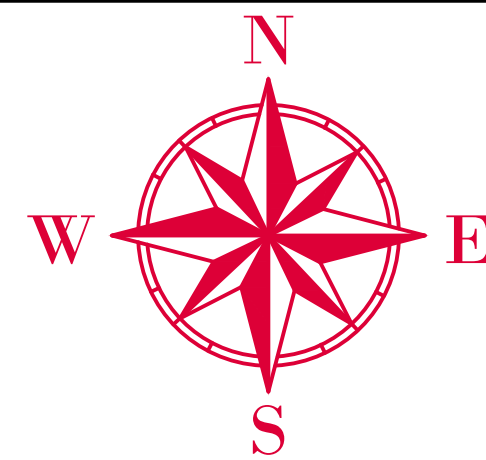
OCALA, FLORIDA 34475

352-840-0086

SHEET 3 OF 7

SEE SHEET 2

CS-2 DETAIL



SEE SHEET 3

SEE SHEET 6

EAGLETAIL LANDING PHASE 1 STORM AS-BUILTS

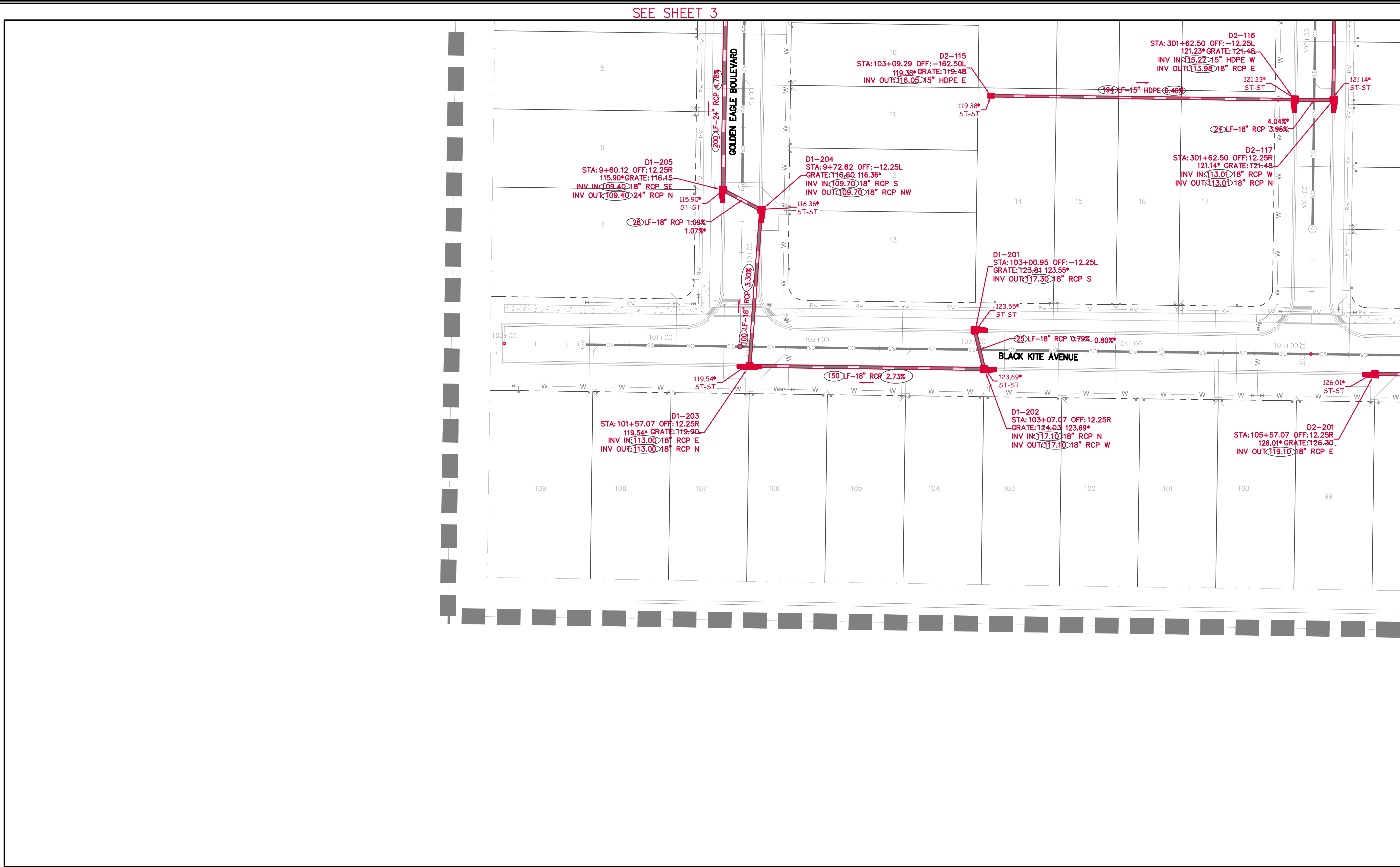
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AS-BUILT DRAWING
X.O.XX INDICATES AS-BUILT INFORMATION
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FOR THE FIRM: GRADEWORKS, LLC, 187948
800 NW 24TH CT, SUITE 101
OCALA, FL 34476
(352) 840-0086
JOHN G. COULTER, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480
THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.

NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	DRAWING NUMBER
					DRAWN	KM		
					CHECKED	CC	DATE	
					APPROVED	FIELD BOOK #1	7-19-2022	

GRADEWORKS, LLC
851 NW 24th CT, SUITE 101
OCALA, FLORIDA 34475
352-840-0086

SHEET 4 OF 7



SEE SHEET 3

SEE SHEET 6

EAGLETAIL LANDING PHASE 1 STORM AS-BUILTS

- 1) THE PURPOSE OF THIS ASBUILT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 1 LOCATED IN LEESBURG, FLORIDA.
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NO.	REVISIONS	BY	APPR.	DATE	DESIGNED	SCALE	JOB NUMBER	GRADEWORKS, LLC 851 NW 24th CT. SUITE 101 OCALA, FLORIDA 34475 352-840-0086	DRAWING NUMBER
					DRAWN KM	HOR. 1"=30'			
					CHECKED CC	VERT. #1	DATE		
					APPROVED	FIELD BOOK	7-19-2022		SHEET 5 OF 7

AS-BUILT DRAWING

*X(.XX) INDICATES AS-BUILT INFORMATION

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FOR THE FIRM:
GRADEWORKS, LLC LB 7948
851 NW 24th CT. SUITE 101
OCALA, FL 34475
(352) 840-0086

JOHN G. COULTER, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

THIS CERTIFICATION IS INVALID UNLESS SIGNED AND SEALED BY THE ABOVE LICENSED SURVEYOR.



AS-BUILT DRAWING

JOHN C. COUNTS JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4480

FOR THE FIRM:
GRADEWORKS, LLC LB 7940
881 NW 24TH CT, SUITE 101
OCALA, FL 34475
(352) 840-0088

GRADEWORKS, LLC

DRAWING NUMBER

- 1) THE PURPOSE OF THIS ASBLT SURVEY IS TO SHOW THE RECENTLY INSTALLED IMPROVEMENTS FOR EAGLETAIL LANDINGS PHASE 1 LOCATED IN LEESBURG, FLORIDA.
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FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Receipt for Notification Submission

June 16, 2023

Frank DelValle

LEESBURG/TURNPIKE WWTF - FLA105147
1600 COUNTY ROAD 470
OKAHUMPKA, FL

This is to acknowledge that your Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission System was received on **June 16, 2023**.

The form and supporting information fulfills the requirements to notify DEP the domestic wastewater collection/transmission system described below has been constructed in accordance with the associated DEP Permit Number and related plans and materials.

DEP may contact you for additional information. If you indicated substantial deviations and you do not hear from your district office, your project may be placed into service 10 days from the date of this letter. If you did NOT indicate substantial deviations and you do not hear from your district office, your project may be placed into service 3 days from the date of this letter.

This Clearance Notification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, city, etc.) that may be required for the project.

In support of your notification you provided the following information:

User-Entered Information: 3847 LF of 8" SDR26 PVC, 105 LF of 4" DR25 PVC, 5996 LF of 6" DR25 PVC, 1 Wet Well, and 17 manholes.

Construction Permit Number:	0406407-001DWC/CM
Project Name:	Eagletail Landing Phase 1
Project Location:	City of Leesburg
Permittee:	Hanover 623 Holdings, LLC
Collection System Owner:	City of Leesburg
Treatment Facility:	LEESBURG/TURNPIKE WWTF - FLA105147
Clearance Type:	Total Clearance
Submitter Indicated Substantial Deviations?:	No

Substantial Deviations (when applicable):

Attachments:

File Description: as builts

File Name: Eagletail sewer asbuilts SIGNED.pdf

File Hash: 564dbb8307468c6fb08f74a8939ec83f5c54ddaa00102644f654b88da9f898e6

Attachments:

File Description: Signed application

File Name: 0910_001.pdf

File Hash: bf1c1c44e0e113c7c2068f9ba681c977c0eeb5db9f1ed8f1113bcd2a08fe88d2

All files related to your facility may be viewed at our Departmental Information Portal:

<https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/FLA105147/facility!search>

Please allow up to three (3) business days for the above documents to appear.

Staff will notify you of any additional information that may be required to complete your notification.

The Office for your project is:

Central District

DEP_CD@dep.state.fl.us

Please contact this Office for any questions regarding your project.

**FLORIDA DEPARTMENT OF
Environmental Protection**

Ron DeSantis
Governor

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

PW Clearance Electronic Submission

Potable Water PARTIAL Clearance

05/01/2023

Dear Frank DelValle,

Clearance Type: PARTIAL

Construction Permit Number: 0080592-012-DSGP

Supplier PWS ID: 3354869

Project Name: EAGLETAIL LANDINGS

Portion of Project to be Cleared: Portion from connection point on CR48 to the termination point between phase 1 and phase 2. 3793 LF of 10" PVC Water main, 1095 LF of 8" PVC Water main and 7 Fire Hydrants.

Permittee: HANOVER LAND COMPANY, LLC

PWS Supplier: LEESBURG/HIGHLAND LAKES

PWS Owner: LEESBURG/HIGHLAND LAKES

Deviations (when applicable): N/A

This letter acknowledges receipt of the clearance request form and supporting information, dated 05/01/2023. The submitted information demonstrates the system extension has been constructed in accordance with the FDEP Permit Number above and related plans and materials and that satisfactory pressure and bacteriological tests were conducted in accordance with the AWWA standards. Based on the certification and satisfactory bacteriological results, the Department is clearing the system for service.

Please contact our office if you have any questions or require further information at this time. Thank you.
Pam Yates

Enclosures:

All Supporting documentation provided by the applicant can be found here:

<https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/3354869/facility!search>

This link will not be available immediately. These documents will be available no later than 3 days from the date of issuance of this letter.

Attachments:

Community Public Drinking Water Systems

If you have any questions or comments regarding this PARTIAL clearance, please contact Pamala Yates via e-mail at Pamala.Yates@FloridaDEP.gov for further information.

Sincerely,
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

525 Community College Parkway S.E. • Palm Bay, FL 32909 • 321-984-4940 • www.sjrwmd.com

July 19, 2023

William S. Land
618 E South St
Ste 700
Orlando, FL 32801-2986
Sent via eMail: s.land@gaiconsultants.com

Re: As-Built Response Letter; McElyea PUD
Permit Number 166588-1; Item Number 1480419
(Please reference the permit/item number on all correspondence.)

Dear Mr. Land:

The St. Johns River Water Management District ("District") is in receipt of the As-Built Certification, on form number 62-330.310(1) ("As-Built Certification Form") for the above referenced permit on (Date). The "As-built Certification Form" was signed and sealed by a "Registered Professional" as required by Section 12.2(1), Applicant's Handbook, Vol. I.

Based on the certification of the received information by a registered professional, the system was constructed in accordance with the approved permitted plans. As such, the permitted project is now in the operation and maintenance phase. Rule 62-330.310(1), Florida Administrative Code (F.A.C.). Please note that this permit remains in the name of the original permittee and has not been transferred to a new operation and maintenance entity.

To transfer the operation and maintenance phase permit to a new entity, please submit form 62-330.310(2), ("Request for Transfer of Environmental Resource Permit to the Perpetual Operational Maintenance Entity Form"). It is vital to include all necessary information. Failure to submit the appropriate final documents will result in the original permittee remaining liable for operation and maintenance of the permitted activities.

Future inspections may be needed to ensure continued compliance with State law and District rules. Furthermore, should it be determined that the "As-Built Certification Form" at the time of submittal did not sufficiently or correctly certify the system, additional corrective action will be necessary to bring the project into compliance with the District's rules and Florida Statutes.

The District encourages you to review the conditions unique to your project. Some projects may require frequent inspections, maintenance, or submittals due to the type of system approved and/or the geographical location. At a minimum, the operation and maintenance (O&M) entity must inspect the stormwater/surface water management system once every two years to determine whether the system is functioning as designed and permitted. The District asks that the O&M entity maintain a record of the inspection and have it available upon request. If the system is not functioning as designed and permitted, please submit to the District an Operation and Maintenance Inspection Certification, on form number 62-330.311(1).

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bournique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Cole Oliver
MERRITT ISLAND

Ron Howse, TREASURER
COCOA

Janet Price
FERNANDINA BEACH

As noted in this letter, the submittal of the As-Built Certification does not transfer the permit to a new entity. Therefore, please notify the District within 30 days of any sale, conveyance or any other transfer of a permitted stormwater/surface water management system or the real property on which the system is located, as required by Rule 62-330.340, F.A.C. This notification will assist the District in the permit transfer process and to ensure that the correct entity is the holder of the legal permit.

Thank you for your cooperation. If you have any questions, please contact John Juilianna at (321) 676-6620 or jejuilia@sjrwmd.com.

Sincerely,

A handwritten signature in black ink, appearing to read "John Juilianna".

John Juilianna
Compliance Supervisor
Division of Regulatory Services

cc: Regulatory File

Hanover Land Company, LLC
Sent via eMail: dbeasley@hcpland.com

SECTION 4

REQUISITION

LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Lake Harris 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 U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated as of June 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of June 1, 2023 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 4
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: HLC Edge Holdings, LLC
- (D) Amount Payable: \$17,012.36
- (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: Phase 1 Reimbursable Legal Fees paid thru FR
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund (including moneys transferred or to be transferred therein pursuant to the terms of the Indenture).

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 2023 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2023 Project; and
4. each disbursement represents a Cost of 2023 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.

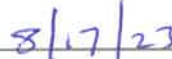
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

LAKE HARRIS COMMUNITY
DEVELOPMENT DISTRICT

By:


Responsible Officer

Date:


8/17/23

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2023 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer

Lake Harris
Community Development District

FY22 Funding Request #3
September 2, 2022

Bill to: HLC Edge Holdings, LLC

Payee		Capital Project FY2022	General Fund FY2022
1	Kutak Rock LLP Inv # 3096573 - Bond Validation - May to July 2022 Inv # 3096572 - Legal Services - July 2022	\$ 2,071.50	\$ 3,896.71
		\$ 2,071.50	\$ 3,896.71
		Total:	
			\$ 5,968.21

Please make check payable to:

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

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 29, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3096573

Client Matter No. 26923-4

Lake Harris Community Development District
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3096573
26923-4

Re: Validation

For Professional Legal Services Rendered

05/11/22	D. Wilbourn	0.90	153.00	Draft bond validation complaint
05/13/22	D. Wilbourn	0.80	136.00	Update and revise validation complaint; review bond resolution
07/08/22	S. Sandy	0.20	64.00	Confer with Rigoni regarding validation complaint
07/08/22	D. Wilbourn	1.80	306.00	Prepare draft notice and order to show cause; prepare draft joint stipulation
07/11/22	M. Rigoni	0.70	185.50	Prepare validation checklist, research judicial circuit requirements; review district reports and bond resolution
07/13/22	M. Rigoni	2.20	583.00	Revise validation complaint; review complaint exhibits; confer with working group regarding same
07/13/22	S. Sandy	0.20	64.00	Confer with Rigoni regarding complaint
07/22/22	M. Rigoni	0.60	159.00	Revise complaint and confer with Sanford regarding same
07/22/22	S. Sandy	0.30	96.00	Confer regarding complaint status
07/25/22	S. Sandy	0.10	32.00	Prepare validation complaint

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

RECEIVED AUG 29 2022

KUTAK ROCK LLP

Lake Harris Community Development Dist.

August 29, 2022

Client Matter No. 26923-4

Invoice No. 3096573

Page 2

07/27/22	D. Wilbourn	0.40	68.00	Update and revise joint stipulation
07/28/22	M. Rigoni	0.40	106.00	Review complaint exhibits for sufficiency
07/29/22	D. Wilbourn	0.70	119.00	Update and revise validation documents

TOTAL HOURS	9.30
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TOTAL FOR SERVICES RENDERED	\$2,071.50
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TOTAL CURRENT AMOUNT DUE	<u>\$2,071.50</u>
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Lake Harris
Community Development District

FY22 Funding Request #4
October 28, 2022

Bill to: HLC Edge Holdings, LLC

	Payee	Capital Project FY2022	General Fund FY2022
1	Egis Insurance & Risk Advisors Inv # 16484 - Insurance Policy FY23 - August - 2022		\$ 5,000.00
2	Local IQ - CA Florida Holdings, LLC Inv # 0004924981 - Notice of FY23 BOS Meeting Dates		\$ 125.34
3	Kutak Rock LLP Inv # 3109424 - Bond Validation - August - 2022 Inv # 3125378 - Bond Validation - September - 2022 Inv # 3125376 - General Counsel - September - 2022	\$ 3,136.50 \$ 2,698.00	\$ 738.00
		\$ 5,834.50	\$ 5,863.34
Total:			\$ 11,697.84

Please make check payable to:

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

SKUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

September 16, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3109424

Client Matter No. 26923-4

Lake Harris Community Development District
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3109424
26923-4

Re: Validation

For Professional Legal Services Rendered

08/01/22	D. Wilbourn	1.50	255.00	Update and revise validation exhibits; revise notice and order to show cause
08/10/22	M. Rigoni	0.20	53.00	Confer regarding status of validation
08/18/22	S. Sandy	2.30	736.00	Prepare validation complaint
08/19/22	S. Sandy	1.00	320.00	Prepare validation complaint for filing
08/22/22	S. Sandy	0.50	160.00	Prepare complaint for filing; facilitate same
08/22/22	D. Wilbourn	0.30	51.00	Prepare complaint for filing and communications in connection with same
08/23/22	S. Sandy	0.10	32.00	Review filing of validation complaint; confer regarding same
08/23/22	D. Wilbourn	1.10	187.00	Prepare and compile exhibits to joint stipulation
08/24/22	S. Sandy	0.20	64.00	Confer regarding status of validation complaint
08/24/22	D. Wilbourn	0.50	85.00	Communications with clerk and portal staff regarding filing of complaint
08/25/22	S. Sandy	0.40	128.00	Follow-up regarding complaint filing

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

RECEIVED SEP 19 2022

KUTAK ROCK LLP

Lake Harris Community Development Dist.

September 16, 2022

Client Matter No. 26923-4

Invoice No. 3109424

Page 2

08/29/22	M. Rigoni	0.10	26.50	Research filing status
08/30/22	D. Wilbourn	0.50	85.00	Follow-up on status of filing and service
08/31/22	M. Rigoni	0.20	53.00	Research judge rules for pleadings
08/31/22	S. Sandy	0.30	96.00	Follow-up regarding complaint filing
08/31/22	D. Wilbourn	2.30	391.00	Communications with state attorney and judicial assistant; coordinate scheduling of hearing; revise notice and order to show cause; research court rules; confer with Rigoni

TOTAL HOURS 11.50

TOTAL FOR SERVICES RENDERED \$2,722.50

DISBURSEMENTS

Filing and Court Fees 414.00

TOTAL DISBURSEMENTS 414.00

TOTAL CURRENT AMOUNT DUE \$3,136.50

UNPAID INVOICES:

August 29, 2022 Invoice No. 3096573 2,071.50

TOTAL DUE \$5,208.00

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 19, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3125378

Client Matter No. 26923-4

Lake Harris Community Development District
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3125378
26923-4

Re: Validation

For Professional Legal Services Rendered

09/02/22	S. Sandy	0.20	64.00	Follow-up regarding complaint filing Revise notice and order to show cause; prepare answer and acknowledgment of service; update and revise joint stipulation
09/02/22	D. Wilbourn	2.00	340.00	
09/09/22	M. Rigoni	0.20	53.00	Confer with Allen regarding state's pleadings; review answer and acknowledgment of service
09/09/22	S. Sandy	0.10	32.00	Review correspondence from Allen; conduct follow-up regarding same
09/09/22	D. Wilbourn	0.50	85.00	Update and revise joint stipulation
09/13/22	D. Wilbourn	2.30	391.00	Prepare and compile exhibits to joint stipulation; communications with district manager; communications with judicial assistant
09/14/22	M. Rigoni	0.30	79.50	Review joint stipulation exhibits; research status of hearing date
09/14/22	D. Wilbourn	1.50	255.00	Prepare final judgment; update and revise joint stipulation

KUTAK ROCK LLP

Lake Harris Community Development Dist.

October 19, 2022

Client Matter No. 26923-4

Invoice No. 3125378

Page 2

09/15/22	M. Rigoni	0.10	26.50	Confer with staff regarding joint stipulation exhibits
09/19/22	S. Sandy	0.90	288.00	Facilitate scheduling of show cause hearing
09/21/22	S. Sandy	0.20	64.00	Facilitate setting validation hearing date
09/21/22	D. Wilbourn	0.40	68.00	Revise notice and order to show cause
09/22/22	M. Rigoni	0.60	159.00	Finalize notice and order to show cause
09/22/22	S. Sandy	0.10	32.00	Confer regarding notice and order to show cause
09/22/22	D. Wilbourn	0.50	85.00	Update and revise joint stipulation
09/23/22	S. Sandy	0.10	32.00	Conduct follow-up regarding validation hearing date
09/23/22	D. Wilbourn	1.10	187.00	Update and revise joint stipulation
09/26/22	M. Rigoni	0.10	26.50	Confer with Allen regarding notice and order to show cause
09/26/22	D. Wilbourn	1.00	170.00	Communications regarding notice and order to show cause; revise joint stipulation
09/27/22	M. Rigoni	0.30	79.50	Confer with Grinnell, Sanford, Iorio, Flint, Land and Orosz regarding validation hearing
09/27/22	S. Sandy	0.30	96.00	Facilitate setting validation hearing; follow-up regarding same
09/29/22	D. Wilbourn	0.50	85.00	Update and revise validation checklist and supporting materials

TOTAL HOURS 13.30

TOTAL FOR SERVICES RENDERED \$2,698.00

TOTAL CURRENT AMOUNT DUE \$2,698.00

UNPAID INVOICES:

September 16, 2022 Invoice No. 3109424 3,136.50

TOTAL DUE \$5,834.50

Lake Harris
Community Development District

FY22 Funding Request #5
December 29, 2022

Bill to: HLC Edge Holdings, LLC

	Payee	Capital Project FY2023	General Fund FY2022	General Fund FY2023
1	GMS- Central Florida, LLC			
	Inv # 5 - September 2022		\$ 43.33	
	Inv # 6 - October 2022			\$ 1,579.08
	Inv # 7 - November 2022			\$ 1,569.67
	Inv # 8 - December 2022			\$ 1,566.70
2	Kutak Rock LLP			
	Inv # 3141256 - General Counsel			\$ 378.50
	Inv # 3141257 - Bond Validation	\$ 4,574.00		
	Inv # 3156480 - General Counsel			\$ 202.00
	Inv # 3156600 - Bond Validation	\$ 4,101.41		
3	Thomas Franklin			
	Inv # 10262022 - Supervisor Fee			\$ 215.30
		\$ 8,675.41	\$ 43.33	\$ 5,511.25
		Total:	\$	14,229.99

Please make check payable to:

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

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

November 28, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3141257

Client Matter No. 26923-4

5

Lake Harris Community Development District
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3141257
26923-4

Re: Validation

Bond Validation - oct 22
3-207.102

For Professional Legal Services Rendered

10/04/22	M. Rigoni	0.30	79.50	Confer with Allen; review final notice and order to show cause
10/04/22	D. Wilbourn	1.20	204.00	Prepare pre-hearing memorandum of law; update final judgment; communications with counsel
10/05/22	M. Rigoni	0.30	79.50	Confer with staff regarding validation time line and outstanding pleadings; prepare status update for development team
10/05/22	S. Sandy	0.20	64.00	Review Notice and Order to Show Cause; review correspondence regarding same; confer regarding publication deadline
10/05/22	D. Wilbourn	1.60	272.00	Revise and disseminate notice and order to show cause; communications with judicial assistant; update validation checklist
10/06/22	D. Wilbourn	1.10	187.00	Bond validation hearing preparation; communications with judicial assistant

KUTAK ROCK LLP

Lake Harris Community Development Dist.

November 28, 2022

Client Matter No. 26923-4

Invoice No. 3141257

Page 2

10/11/22	M. Rigoni	1.20	318.00	Review joint stipulation; confer with staff regarding publication of notice and order to show cause and preparation of joint stipulation
10/11/22	S. Sandy	0.40	128.00	Conduct follow-up regarding Notice and Order to Show Cause; prepare Joint Stipulation
10/11/22	D. Wilbourn	0.80	136.00	Serve notice and order to show cause; revise joint stipulation
10/12/22	S. Sandy	0.20	64.00	Facilitate publication of Notice and Order to Show Cause
10/12/22	D. Wilbourn	1.60	272.00	Update and revise joint stipulation; prepare and coordinate publication of notice and order to show cause
10/14/22	D. Wilbourn	1.50	255.00	Update and revise joint stipulation
10/17/22	D. Wilbourn	1.20	204.00	Update and revise joint stipulation and exhibits thereto
10/18/22	M. Rigoni	0.10	26.50	Confer with staff regarding status of joint stipulation
10/18/22	D. Wilbourn	1.80	306.00	Update and revise joint stipulation
10/24/22	M. Rigoni	2.10	556.50	Review and finalize joint stipulation and pre-hearing memorandum of law
10/24/22	S. Sandy	0.20	64.00	Confer regarding oaths of office
10/24/22	D. Wilbourn	1.70	289.00	Update and revise joint stipulation; communications with district manager
10/25/22	M. Rigoni	0.20	53.00	Review revised joint stipulation
10/25/22	D. Wilbourn	1.00	170.00	Update and revise joint stipulation; communications with district manager
10/26/22	D. Wilbourn	0.70	119.00	Update and revise joint stipulation
10/28/22	D. Wilbourn	0.50	85.00	Revise joint stipulation
10/31/22	S. Sandy	0.10	32.00	Review joint stipulation
10/31/22	D. Wilbourn	0.20	34.00	Transmit joint stipulation to state attorney for review and approval

TOTAL HOURS 20.20

KUTAK ROCK LLP

Lake Harris Community Development Dist.
November 28, 2022
Client Matter No. 26923-4
Invoice No. 3141257
Page 3

TOTAL FOR SERVICES RENDERED

\$3,998.00

DISBURSEMENTS

Miscellaneous

576.00

VENDOR: TRIBUNE
PUBLISHING COMPANY LLC
dba ORLAN; INVOICE#:
062319331000; DATE:
10/16/2022 - Public Notice

TOTAL DISBURSEMENTS

576.00

TOTAL CURRENT AMOUNT DUE

\$4,574.00

UNPAID INVOICES:

September 16, 2022
October 19, 2022

Invoice No. 3109424
Invoice No. 3125378

3,136.50
2,698.00

TOTAL DUE

\$10,408.50

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

December 22, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3156600

Client Matter No. 26923-4

Lake Harris Community Development District
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3156600

26923-4

Re: Validation

For Professional Legal Services Rendered

10/04/22	S. Sandy	0.20	64.00	Review status of Notice and Order to show cause; confer regarding same
11/03/22	M. Rigoni	0.20	53.00	Update status chart; attend conference call
11/07/22	M. Rigoni	0.20	53.00	Confer with Harris regarding status of joint stipulation review
11/14/22	M. Rigoni	0.20	53.00	Confer with Allen and Wilbourn regarding remaining pleadings
11/14/22	S. Sandy	0.20	64.00	Review Joint Stipulation and correspondence regarding same
11/15/22	D. Wilbourn	1.80	306.00	Prepare for validation hearing; prepare joint stipulation and pre-hearing memo for filing
11/16/22	M. Rigoni	0.70	185.50	Review final joint stipulation packet and cover letter regarding same for filing and submittal to judicial assistant
11/16/22	D. Wilbourn	2.10	357.00	Prepare and file prehearing memorandum of law and joint stipulation; communications in

KUTAK ROCK LLP

Lake Harris Community Development Dist.

December 22, 2022

Client Matter No. 26923-4

Invoice No. 3156600

Page 2

11/21/22	M. Rigoni	2.10	556.50	connection with same; prepare cover letter to judge; confer with Hancock and Rigoni
11/22/22	M. Rigoni	0.30	79.50	Review proposed final judgment
				Confer with Iorio, Flint, Land, Orosz and Reddeck regarding upcoming validation hearing
11/22/22	D. Wilbourn	1.30	221.00	Prepare and file cover letter and proposed final judgment; confer with Rigoni
11/23/22	M. Rigoni	0.40	106.00	Finalize testimony questions; confer with Reddeck and Iorio
11/23/22	D. Wilbourn	2.70	459.00	Prepare bond validation hearing outline and prepare notebook; conferences with Rigoni
11/28/22	M. Rigoni	1.30	344.50	Review validation hearing outline and notebook; follow up with Reddeck regarding hearing attendance
11/28/22	D. Wilbourn	1.00	170.00	Prepare for bond validation hearing
11/29/22	M. Rigoni	0.80	212.00	Prepare for and attend bond validation; perform follow-up
11/29/22	S. Sandy	0.20	64.00	Conduct follow-up regarding validation hearing
11/29/22	D. Wilbourn	0.80	136.00	Follow-up communications in connection with validation hearing; calendar appeal period follow-up
11/30/22	D. Wilbourn	1.70	289.00	Coordinate court reporter follow-up; revise and transmit cover letter to judge regarding final judgment; validation hearing follow-up
TOTAL HOURS		18.20		

KUTAK ROCK LLP

Lake Harris Community Development Dist.

December 22, 2022

Client Matter No. 26923-4

Invoice No. 3156600

Page 3

TOTAL FOR SERVICES RENDERED

\$3,773.00

DISBURSEMENTS

Freight and Postage

48.41

Miscellaneous

280.00

VENDOR: HUSEBY GLOBAL
LITIGATION; INVOICE#:
763876; DATE: 11/29/2022 -
Transcript of Hearing Held on
November 29, 2022

TOTAL DISBURSEMENTS

328.41

TOTAL CURRENT AMOUNT DUE

\$4,101.41

UNPAID INVOICES:

November 28, 2022

Invoice No. 3141257

4,574.00

TOTAL DUE

\$8,675.41

Lake Harris
Community Development District

Funding Request #6
February 3, 2023

Bill to: HLC Edge Holdings, LLC

	Payee	Capital Project FY2023	General Fund FY2023
1	GMS- Central Florida, LLC Inv # 9 - January 2023		\$ 1,573.84
2	Kutak Rock LLP Inv # 3168581 - Bond Validation	\$ 206.00	
		\$ 206.00	\$ 1,573.84
		Total:	
			\$ 1,779.84

Please make check payable to:

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

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 18, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3168581

Client Matter No. 26923-4

RECEIVED

JAN 19 2023

Lake Harris Community Development District
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3168581
26923-4

Re: Validation

For Professional Legal Services Rendered

12/01/22	M. Rigoni	0.10	26.50	Confer with Grinnell regarding status of final judgment
12/02/22	D. Wilbourn	0.40	68.00	Prepare certificate of no appeal
12/06/22	M. Rigoni	0.10	26.50	Confer with financing team regarding final judgment and expiration of appeals period for same
12/06/22	D. Wilbourn	0.50	85.00	Disseminate recorded final judgment; confer with Sandy and Rigoni; revise certificate of no appeal and calendar appeal period
TOTAL HOURS		1.10		

KUTAK ROCK LLP

Lake Harris Community Development Dist.

January 18, 2023

Client Matter No. 26923-4

Invoice No. 3168581

Page 2

TOTAL FOR SERVICES RENDERED	\$206.00
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TOTAL CURRENT AMOUNT DUE	\$206.00
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UNPAID INVOICES:

November 28, 2022	Invoice No. 3141257	4,574.00
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December 22, 2022	Invoice No. 3156600	4,101.41
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TOTAL DUE	<u>\$8,881.41</u>
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Lake Harris

Community Development District

Funding Request #8
February 27, 2023

Bill to: HLC Edge Holdings, LLC

Payee		Capital Project FY2023	General Fund FY2023
1	Kutak Rock LLP		
	Inv # 3182054 - General Counsel		\$ 2,155.81
	Inv # 3182055 - Bond Validation	\$ 224.95	
		\$ 224.95	\$ 2,155.81
		Total:	
			\$ 2,380.76

Please make check payable to:

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

RECEIVED FEB 21 2023

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 20, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3182055

Client Matter No. 26923-4

Lake Harris Community Development District
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3182055
26923-4

Re: Validation

For Professional Legal Services Rendered

01/03/23	D. Wilbourn	0.50	85.00	Coordinate filing of certificate of no appeal
01/04/23	M. Rigoni	0.20	55.00	Research status of certificate of no appeal
01/10/23	M. Rigoni	0.20	55.00	Confer with Iorio, Orosz, Kessler and Flint regarding certificate of no appeal
TOTAL HOURS		0.90		

KUTAK ROCK LLP

Lake Harris Community Development Dist.

February 20, 2023

Client Matter No. 26923-4

Invoice No. 3182055

Page 2

TOTAL FOR SERVICES RENDERED

\$195.00

DISBURSEMENTS

Freight and Postage

22.95

Miscellaneous

7.00

VENDOR: LAKE COUNTY
COURT CLERK; INVOICE#:
010323; DATE: 1/3/2023 -
Certified Photocopy

TOTAL DISBURSEMENTS

29.95

TOTAL CURRENT AMOUNT DUE

\$224.95

SECTION 5

**BOARD OF SUPERVISORS MEETING DATES
LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024**

The Board of Supervisors of the Lake Harris Community Development District will hold their regular meetings for Fiscal Year 2024 on the fourth Wednesday of each month at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, FL 34711, at 9:30 a.m. unless otherwise indicated as follows:

**October 25, 2023
November 22, 2023
December 27, 2023
January 24, 2024
February 28, 2024
March 27, 2024
April 24, 2024
May 22, 2024
June 26, 2024
July 24, 2024
August 28, 2024
September 25, 2024**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, or by calling (407) 841-5524.

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

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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