



***SEMINOLE PALMS COMMUNITY DEVELOPMENT  
DISTRICT***

***Advanced Meeting Package***

***Regular Meeting &  
Budget Public Hearing***

***Monday  
August 28, 2023***

***11:00 a.m.***

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

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

# Seminole Palms Community Development District

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

Board of Supervisors  
**Seminole Palms Community Development District**

Dear Board Members:

The Regular Meeting & Budget Public Hearing of the Board of Supervisors of the Seminole Palms Community Development District is scheduled for **Monday, August 28, 2023, at 11:00 a.m. at Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, FL 32164.**

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

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

Sincerely,

*David McInnes*

David McInnes  
District Manager

District: **SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Monday, August 28, 2023

Time: 11:00 AM

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

Call-in Number: + 1 (929) 205-6099

Meeting ID: 7055714830

### *Agenda*

**I. Roll Call**

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

**III. Officer Appointment**

A. Acceptance of Resignation

B. Seat #2 -

C. Oath of Office

[Exhibit 1](#)

D. New Supervisor Information Sheet

[Exhibit 2](#)

E. Form 1

[Exhibit 3](#)

F. Review Sunshine Law & Supervisor Duties

[Exhibit 4](#)

G. Consideration & Adoption of **Resolution 2023-09**, Designating Officers

[Exhibit 5](#)

**IV. Public Hearings**

**A. FY 2024 Budget Public Hearing**

1. Open the Public Hearing

2. Presentation of Public Notices

[Exhibit 6](#)

3. Presentation of FY 2023-2024 Budget

[Exhibit 7](#)

4. Public Comments

5. Close the Public Hearing

6. Consideration & Adoption of **Resolution 2023-10**, Adopting Fiscal Year 2023-2024 Budget

[Exhibit 8](#)

**B. FY 2024 O&M Assessments Public Hearing**

1. Open the Public Hearing

2. Public Comments

3. Close the Public Hearing

4. Consideration & Adoption of **Resolution 2023-11**, Imposing Assessments

[Exhibit 9](#)

**C. Consideration of FY 2024 Deficit Funding Agreement**

[Exhibit 10](#)

- V. Consent Agenda**
  - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held June 5, 2023 [Exhibit 11](#)
  - B. Consideration for Acceptance – The May 2023 Unaudited Financial Statements [Exhibit 12](#)
  - C. Consideration for Acceptance – The July 2023 Unaudited Financial Statements [Exhibit 13](#)
  - D. Ratification of Assignments of Professional Services & Acquisition of Completed Improvements [Exhibit 14](#)
  - E. Ratification of JW Site Development – Change Order #1 [Exhibit 15](#)
  - F. Ratification of JW Site Development – Change Order #2 [Exhibit 16](#)
  - G. Ratification of Kimley-Horn Engineering Services Agreement [Exhibit 17](#)
  - H. Ratification of Amended & Restated Acquisition Agreement [Exhibit 18](#)
- VI. Business Matters**
  - A. Consideration & Adoption of **Resolution 2023-12**, Designating Dates, Times, & Location for FY24 Meetings [Exhibit 19](#)
  - B. Consideration & Adoption of **Resolution 2023-13**, Restated Supplement Assessment [Exhibit 20](#)
  - C. Consideration & Adoption of **Resolution 2023-14**, Ratifying Sale of Bonds & Levy of Assessments, Series 2023 [Exhibit 21](#)
- VII. Staff Reports**
  - A. District Manager
  - B. District Attorney
  - C. District Engineer
- VIII. Supervisors Requests**
- IX. Audience Comments – New Business –** *(limited to 3 minutes per individual for non-agenda items)*
- X. Adjournment**

# EXHIBIT 1

**SEMINOLE PALMS  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of \_\_\_\_\_ Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

# EXHIBIT 2

*Seminole Palms*  
**A Community Development District**

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**NEW SUPERVISOR INFORMATION SHEET**

Please return completed forms to  
Vesta District Services  
Records Management  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Phone: 321-263-0132, EXT-193  
District Manager: David McInnes

1) Name: \_\_\_\_\_

2) Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) County of Residence \_\_\_\_\_

4) Phone or Cell \_\_\_\_\_

5) Email Address \_\_\_\_\_

6) Waive OR Accept Compensation of Statutorily Allowed \$200 per Meeting  
\_\_\_\_\_. If you have elected to receive compensation  
then please forward the attached payroll forms along with the New Supervisor  
Information Sheet.

**Payroll Information**

1) Date of Birth: \_\_\_\_\_

2) Drivers License Number: \_\_\_\_\_



# EXHIBIT 3

# FORM 1

# STATEMENT OF FINANCIAL INTERESTS

# 2022

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF  CANDIDATE OR  NEW EMPLOYEE OR APPOINTEE

**\*\*\*\* THIS SECTION MUST BE COMPLETED \*\*\*\***

**DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2022.

**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

**COMPARATIVE (PERCENTAGE) THRESHOLDS** OR  **DOLLAR VALUE THRESHOLDS**

**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

**PART B -- SECONDARY SOURCES OF INCOME**  
[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

**PART C -- REAL PROPERTY** [Land, buildings owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")


You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

**FILING INSTRUCTIONS** for when and where to file this form are located at the bottom of page 2.

**INSTRUCTIONS** on who must file this form and how to fill it out begin on page 3.

**PART D — INTANGIBLE PERSONAL PROPERTY** [Stocks, bonds, certificates of deposit, etc. - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

**PART E — LIABILITIES** [Major debts - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

**PART F — INTERESTS IN SPECIFIED BUSINESSES** [Ownership or positions in certain types of businesses - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

**PART G — TRAINING** For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

**I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

**IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE**

**SIGNATURE OF FILER:**

**Signature:**

\_\_\_\_\_

**Date Signed:**

\_\_\_\_\_

**CPA or ATTORNEY SIGNATURE ONLY**

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FILING INSTRUCTIONS:**

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

**State officers or specified state employees** who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

**Candidates** file this form together with their filing papers.

**MULTIPLE FILING UNNECESSARY:** A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

**WHEN TO FILE: Initially,** each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter,** file by July 1 following each calendar year in which they hold their positions.

**Finally,** file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2022.

## NOTICE

**Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]**

**In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]**

## **WHO MUST FILE FORM 1:**

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county

or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

## **INSTRUCTIONS FOR COMPLETING FORM 1:**

**INTRODUCTORY INFORMATION** (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

**NAME OF AGENCY:** The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

**DISCLOSURE PERIOD:** The "disclosure period" for your report is the calendar year ending December 31, 2022.

**OFFICE OR POSITION HELD OR SOUGHT:** The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

## MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

### **IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY**

#### **PART A — PRIMARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### **PART B — SECONDARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. If you will not have anything to report unless, during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable

or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

#### **PART C — REAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

#### **PART D — INTANGIBLE PERSONAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure

period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

# IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

## PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and

bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,

(2) You received more than 10% of your gross income from that business entity; **and**,

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

## PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

## PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

# EXHIBIT 4



# FLORIDA COMMISSION ON ETHICS



GUIDE  
to the  
SUNSHINE AMENDMENT  
and  
CODE of ETHICS  
for Public Officers and Employees

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**2023**

State of Florida  
COMMISSION ON ETHICS

**John Grant, *Chair***  
Tampa

**Glenton “Glen” Gilzean, Jr., *Vice Chair***  
Orlando

**Michelle Anchors**  
Fort Walton Beach

**William P. Cervone**  
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**William N. “Willie” Meggs**  
Tallahassee

**Ed H. Moore**  
Tallahassee

**Wengay M. Newton, Sr.**  
St. Petersburg

**Jim Waldman**  
Fort Lauderdale

**Kerrie Stillman**  
*Executive Director*  
P.O. Drawer 15709  
Tallahassee, FL 32317-5709  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us)  
(850) 488-7864\*

\*Please direct all requests for information to this number.

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## I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

In 2018, Florida's Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves

or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

## **II. ROLE OF THE COMMISSION ON ETHICS**

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

## **III. THE ETHICS LAWS**

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

## **A. PROHIBITED ACTIONS OR CONDUCT**

### *1. Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

**However**, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

## 2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

## 3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

## 4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]



5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

**B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- (a) When the business is rotated among all qualified suppliers in a city or county.
  
- (b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract.  
NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.
  
- (c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
  
- (d) When an emergency purchase must be made to protect the public health, safety, or welfare.
  
- (e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
  
- (f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
  
- (g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
  
- (h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
  
- (i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

#### 4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

#### 5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

#### 6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the

anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

## **C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES**

### *1. Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

### *2. Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

**D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS**

*1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

*2. Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the

president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

**PENALTIES:** Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

### *3. 6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues



of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

## **E. VOTING CONFLICTS OF INTEREST**

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of

the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

## **F. DISCLOSURES**

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

### **1. FORM 1 - Limited Financial Disclosure**

#### **Who Must File:**

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

#### **STATE OFFICERS include:**

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

#### What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the

reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation



Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

#### What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

#### When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

CANDIDATES must register and use the electronic filing system to complete the Form 6, then file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

#### 5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. FORM 9 - Quarterly Gift Disclosure

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who

is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

#### *8. FORM 30 - Donor's Quarterly Gift Disclosure*

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

#### *9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

### **IV. AVAILABILITY OF FORMS**

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment. The Form 1 will be filed electronically with the Florida Commission on Ethics via the Electronic Financial Disclosure Management System (EFDMS), beginning in 2023.

Beginning January 1, 2023, ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the

annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file Form 1 annually will be sent the forms by mail from the Florida Commission on Ethics by June 1, 2023. Newly elected and appointed officers and employees should contact the head of their agencies for copies of the form or download the form from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final financial disclosure statement within 60 days of leaving office or employment.

## **V. PENALTIES**

### *A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

### *B. Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

### *C. Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's

leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*D. Penalties for Lobbyists and Others*

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

*E. Felony Convictions: Forfeiture of Retirement Benefits*

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

*F. Automatic Penalties for Failure to File Annual Disclosure*

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

## **VI. ADVISORY OPINIONS**

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

*A. Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

*B. How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

*C. How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us).

## VII. COMPLAINTS

### A. *Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at [www.ethics.state.fl.us](http://www.ethics.state.fl.us). The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us), or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

### B. *Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

### C. *Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.



A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

*D. How the Complaint Process Works*

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

*E. Dismissal of Complaints At Any Stage of Disposition*

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

*F. Statute of Limitations*

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

## **VIII. EXECUTIVE BRANCH LOBBYING**

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at [www.floridalobbyist.gov](http://www.floridalobbyist.gov). Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration  
Room G-68, Claude Pepper Building  
111 W. Madison Street  
Tallahassee, FL 32399-1425  
Phone: 850/922-4987

## **IX. WHISTLE-BLOWER'S ACT**

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

## **X. ADDITIONAL INFORMATION**

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

## **XI. TRAINING**

Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies (CRAs) are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not

track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

# EXHIBIT 5

**RESOLUTION 2023-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

**SECTION 1.** Candice Bain is appointed Chairman.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chairman.

**SECTION 3.** David McInnes is appointed Secretary.

Jacquelyn Leger is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

Johanna Lee is appointed Treasurer.

Bridgett Alexander is appointed Assistant Treasurer.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of August, 2023.

ATTEST:

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

# EXHIBIT 6



**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

**Upcoming Public Hearings, and Regular Meeting**

The Board of Supervisors (“Board”) for the Seminole Palms Community Development District (“District”) will hold the following two public hearings and a regular meeting on **August 28, 2023 at 11:00 a.m., at the Hilton Garden Inn – 55 Town Center Blvd., Palm Coast, Florida 32614.**

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments (“**O&M Assessments**”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

**Description of Assessments**

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District’s general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units	Equivalent Assessment Unit Factor	Annual O&M Assessment
TH 20’	78	0.68	\$235
SF 40’	218	0.96	\$332
SF 50’	415	1.0	\$346
<b>TOTAL</b>	<b>711</b>		

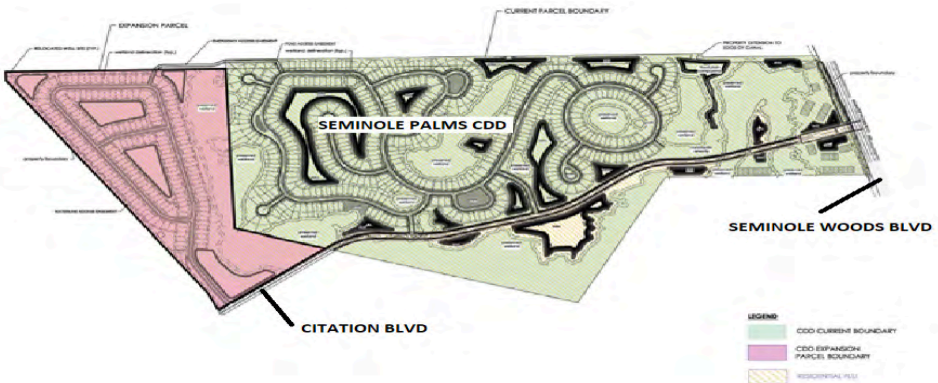
The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2023/2024, and any portion of the District’s Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2023/2024. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

**Additional Provisions**

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting DPF Management & Consulting LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, 321-263-0132 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (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 Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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. If you have any questions, please do not hesitate to contact the District Manager’s Office

District Manager



SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("**Board**") of the Seminole Palms Community Development District ("**District**") will hold a public hearing on **August 28, 2023 at 11:00 a.m., at the Hilton Garden Inn – 55 Town Center Blvd., Palm Coast, Florida 32614** for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("**Proposed Budget**") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, c/o DPFM Management & Consulting LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, 321-263-0132 ("**District Manager's Office**"), during normal business hours, or by visiting the District's website at <https://www.seminolepalmscdd.com/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (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 Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

August 10, 2023

23-00201F

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# EXHIBIT 7

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023-2024 ADOPTED BUDGET  
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)**

	<b>FY 2023 ADOPTED BUDGET</b>	<b>FY 2024 ADOPTED BUDGET</b>	<b>VARIANCE</b>
1 <b>REVENUES:</b>			
2 LANDOWNER CONTRIBUTION	\$ 117,190	\$ 234,140	\$ 116,950
3 LOT CLOSINGS (SPRINGING ASSESSMENTS)	-	-	-
4 <b>TOTAL REVENUES:</b>	<b>117,190</b>	<b>234,140</b>	<b>116,950</b>
5 <b>EXPENDITURES:</b>			
6 <b>ADMINISTRATIVE</b>			
7 SUPERVISORS FEES	-	2,400	2,400
8 DISTRICT MANAGEMENT	20,000	20,000	-
9 ADMINISTRATIVE SERVICES	12,750	12,750	-
10 ACCOUNTING SERVICES	12,750	12,750	-
11 ASSESSMENT ADMINISTRATION	2,500	2,500	-
12 DISSEMINATION AGENT	2,000	2,000	-
13 LEGAL	20,000	20,000	-
14 ENGINEERING	30,000	30,000	-
15 POSTAGE	500	500	-
16 PRINTING AND BINDING	500	500	-
17 LEGAL ADVERTISING	6,500	6,500	-
18 ANNUAL SPECIAL DISTRICT FEE	175	175	-
19 GENERAL LIABILITY & POL INSURANCE	6,000	6,000	-
20 BANK FEES	500	500	-
21 WEBSITE HOSTING, ADA, MAINTENANCE	1,515	1,515	-
22 ADMIN CONTINGENCY	1,500	1,500	-
23 <b>TOTAL ADMINISTRATIVE</b>	<b>117,190</b>	<b>119,590</b>	<b>2,400</b>
24 <b>PHYSICAL ENVIRONMENT</b>			
25 LANDSCAPE MAINTENANCE	-	50,000	50,000
26 POND MAINTENANCE	-	18,000	18,000
28 LANDSCAPE INSPECTIONS	-	13,500	13,500
29 FIELD CONTINGENCY	-	20,000	20,000
30 <b>TOTAL PHYSICAL ENVIORNMENT</b>	<b>-</b>	<b>101,500</b>	<b>101,500</b>
31 <b>UTILITIES</b>			
32 STREETLIGHTS	-	13,050	13,050
33 <b>TOTAL UTILITIES</b>	<b>-</b>	<b>13,050</b>	<b>13,050</b>
34			
35 <b>TOTAL EXPENDITURES</b>	<b>117,190</b>	<b>234,140</b>	<b>116,950</b>
36			
37 <b>TOTAL REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023-2024 ADOPTED BUDGET  
O&M ASSESSMENT ALLOCATION**

<b>Lot Type</b>	<b>Lots</b>	<b>ERU</b>	<b>Total ERU's</b>	<b>ERU %</b>	<b>Total FY24 O&amp;M</b>	<b>FY24 O&amp;M per Lot<sup>1,2</sup></b>
TH 20'	78	0.68	53.04	7.83%	\$18,335	\$235
SF 40'	218	0.96	209.28	30.90%	\$72,345	\$332
SF 50'	415	1.00	415.00	61.27%	\$143,460	\$346
Total	711		677.32	100.00%	\$234,140	

Footnote:

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1. O&M assessments shall immediately attach only to sold lots during Fiscal Year 2023-2024. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment

2. Excluding County Collection Costs & Early Payment Discounts

# EXHIBIT 8

**RESOLUTION 2023-10**

**[ANNUAL APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) 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 (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Seminole Palms Community Development District (“**District**”) proposed budget(s) (“**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 1<sup>st</sup> 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 SEMINOLE PALMS 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 Seminole Palms 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 sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

## **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.

**[CONTINUED ON NEXT PAGE]**



**PASSED AND ADOPTED THIS 28<sup>th</sup> DAY OF AUGUST, 2023.**

**ATTEST:**

**SEMINOLE PALMS COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2023/2024 Budget(s)

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023-2024 ADOPTED BUDGET  
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)**

	<b>FY 2023 ADOPTED BUDGET</b>	<b>FY 2024 ADOPTED BUDGET</b>	<b>VARIANCE</b>
1 <b>REVENUES:</b>			
2 LANDOWNER CONTRIBUTION	\$ 117,190	\$ 234,140	\$ 116,950
3 LOT CLOSINGS (SPRINGING ASSESSMENTS)	-	-	-
4 <b>TOTAL REVENUES:</b>	<b>117,190</b>	<b>234,140</b>	<b>116,950</b>
5 <b>EXPENDITURES:</b>			
6 <b>ADMINISTRATIVE</b>			
7 SUPERVISORS FEES	-	2,400	2,400
8 DISTRICT MANAGEMENT	20,000	20,000	-
9 ADMINISTRATIVE SERVICES	12,750	12,750	-
10 ACCOUNTING SERVICES	12,750	12,750	-
11 ASSESSMENT ADMINISTRATION	2,500	2,500	-
12 DISSEMINATION AGENT	2,000	2,000	-
13 LEGAL	20,000	20,000	-
14 ENGINEERING	30,000	30,000	-
15 POSTAGE	500	500	-
16 PRINTING AND BINDING	500	500	-
17 LEGAL ADVERTISING	6,500	6,500	-
18 ANNUAL SPECIAL DISTRICT FEE	175	175	-
19 GENERAL LIABILITY & POL INSURANCE	6,000	6,000	-
20 BANK FEES	500	500	-
21 WEBSITE HOSTING, ADA, MAINTENANCE	1,515	1,515	-
22 ADMIN CONTINGENCY	1,500	1,500	-
23 <b>TOTAL ADMINISTRATIVE</b>	<b>117,190</b>	<b>119,590</b>	<b>2,400</b>
24 <b>PHYSICAL ENVIRONMENT</b>			
25 LANDSCAPE MAINTENANCE	-	50,000	50,000
26 POND MAINTENANCE	-	18,000	18,000
28 LANDSCAPE INSPECTIONS	-	13,500	13,500
29 FIELD CONTINGENCY	-	20,000	20,000
30 <b>TOTAL PHYSICAL ENVIORNMENT</b>	<b>-</b>	<b>101,500</b>	<b>101,500</b>
31 <b>UTILITIES</b>			
32 STREETLIGHTS	-	13,050	13,050
33 <b>TOTAL UTILITIES</b>	<b>-</b>	<b>13,050</b>	<b>13,050</b>
34			
35 <b>TOTAL EXPENDITURES</b>	<b>117,190</b>	<b>234,140</b>	<b>116,950</b>
36			
37 <b>TOTAL REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023-2024 ADOPTED BUDGET  
O&M ASSESSMENT ALLOCATION**

<b>Lot Type</b>	<b>Lots</b>	<b>ERU</b>	<b>Total ERU's</b>	<b>ERU %</b>	<b>Total FY24 O&amp;M</b>	<b>FY24 O&amp;M per Lot<sup>1,2</sup></b>
TH 20'	78	0.68	53.04	7.83%	\$18,335	\$235
SF 40'	218	0.96	209.28	30.90%	\$72,345	\$332
SF 50'	415	1.00	415.00	61.27%	\$143,460	\$346
<b>Total</b>	<b>711</b>		<b>677.32</b>	<b>100.00%</b>	<b>\$234,140</b>	

**Footnote:**

---

1. O&M assessments shall immediately attach only to sold lots during Fiscal Year 2023-2024. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment

2. Excluding County Collection Costs & Early Payment Discounts

# EXHIBIT 9

**RESOLUTION 2023-11**

**[ANNUAL ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS 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 Seminole Palms 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 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 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**"), attached hereto as **Exhibit A**; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to fund the Adopted Budget through a funding agreement and/or through the imposition of special assessments on benefitted lands within the District, which special assessments may be collected by direct bill or on the tax roll pursuant to Chapter 197, *Florida Statutes*; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

**1. OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. Benefit 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.
- b. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *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.

The Board finds and determines that operations and maintenance assessments shall immediately attach only to sold lots (as set forth in **Exhibits "A" and "B"**), and further that operations and maintenance assessments shall also attach on a pro-rated basis to any lots sold during Fiscal Year 2023/2024 at the time of sale, and as evidenced by an estoppel letter prepared by the District's Manager. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment for Fiscal Year 2023/2024. Instead, any additional costs of the District's Adopted Budget (above and beyond the operations and maintenance assessment that attaches to sold lots) shall be funded pursuant to a deficit funding agreement to be entered into between the District and the project developer.

- c. **Maximum Rate.** 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.

## 2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. **Tax Roll Assessments.** [RESERVED.]
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
  - i. Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1<sup>st</sup> and no later than September 30<sup>th</sup> of Fiscal Year 2023/2024.

As noted above, operations and maintenance assessments shall attach to any lots sold during Fiscal Year 2023/2024 at the time of sale, and as evidenced by an estoppel letter prepared by the District's Manager. Any such assessments shall be collected directly by the District in accordance with Florida law, and at the time of sale.

- ii. Debt service assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred

payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.

iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, 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.

3. **ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager is authorized to make amendments to the Assessment Roll to reflect changes in the County property appraiser's records, or for other proper purposes.

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

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

[CONTINUED ON NEXT PAGE]

**PASSED AND ADOPTED** this 28<sup>th</sup> day of August, 2023.

ATTEST:

**SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll (identifying Tax Roll Property (if any) & Direct Collect Property (if any))



**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023-2024 ADOPTED BUDGET  
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)**

	<b>FY 2023 ADOPTED BUDGET</b>	<b>FY 2024 ADOPTED BUDGET</b>	<b>VARIANCE</b>
1 <b>REVENUES:</b>			
2 LANDOWNER CONTRIBUTION	\$ 117,190	\$ 234,140	\$ 116,950
3 LOT CLOSINGS (SPRINGING ASSESSMENTS)	-	-	-
4 <b>TOTAL REVENUES:</b>	<b>117,190</b>	<b>234,140</b>	<b>116,950</b>
5 <b>EXPENDITURES:</b>			
6 <b>ADMINISTRATIVE</b>			
7 SUPERVISORS FEES	-	2,400	2,400
8 DISTRICT MANAGEMENT	20,000	20,000	-
9 ADMINISTRATIVE SERVICES	12,750	12,750	-
10 ACCOUNTING SERVICES	12,750	12,750	-
11 ASSESSMENT ADMINISTRATION	2,500	2,500	-
12 DISSEMINATION AGENT	2,000	2,000	-
13 LEGAL	20,000	20,000	-
14 ENGINEERING	30,000	30,000	-
15 POSTAGE	500	500	-
16 PRINTING AND BINDING	500	500	-
17 LEGAL ADVERTISING	6,500	6,500	-
18 ANNUAL SPECIAL DISTRICT FEE	175	175	-
19 GENERAL LIABILITY & POL INSURANCE	6,000	6,000	-
20 BANK FEES	500	500	-
21 WEBSITE HOSTING, ADA, MAINTENANCE	1,515	1,515	-
22 ADMIN CONTINGENCY	1,500	1,500	-
23 <b>TOTAL ADMINISTRATIVE</b>	<b>117,190</b>	<b>119,590</b>	<b>2,400</b>
24 <b>PHYSICAL ENVIRONMENT</b>			
25 LANDSCAPE MAINTENANCE	-	50,000	50,000
26 POND MAINTENANCE	-	18,000	18,000
28 LANDSCAPE INSPECTIONS	-	13,500	13,500
29 FIELD CONTINGENCY	-	20,000	20,000
30 <b>TOTAL PHYSICAL ENVIORNMENT</b>	<b>-</b>	<b>101,500</b>	<b>101,500</b>
31 <b>UTILITIES</b>			
32 STREETLIGHTS	-	13,050	13,050
33 <b>TOTAL UTILITIES</b>	<b>-</b>	<b>13,050</b>	<b>13,050</b>
34			
35 <b>TOTAL EXPENDITURES</b>	<b>117,190</b>	<b>234,140</b>	<b>116,950</b>
36			
37 <b>TOTAL REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023-2024 ADOPTED BUDGET  
O&M ASSESSMENT ALLOCATION**

<b>Lot Type</b>	<b>Lots</b>	<b>ERU</b>	<b>Total ERU's</b>	<b>ERU %</b>	<b>Total FY24 O&amp;M</b>	<b>FY24 O&amp;M per Lot<sup>1,2</sup></b>
TH 20'	78	0.68	53.04	7.83%	\$18,335	\$235
SF 40'	218	0.96	209.28	30.90%	\$72,345	\$332
SF 50'	415	1.00	415.00	61.27%	\$143,460	\$346
<b>Total</b>	<b>711</b>		<b>677.32</b>	<b>100.00%</b>	<b>\$234,140</b>	

Footnote:

- 
1. O&M assessments shall immediately attach only to sold lots during Fiscal Year 2023-2024. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment
  2. Excluding County Collection Costs & Early Payment Discounts

# EXHIBIT 10

## FISCAL YEAR 2024 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2024 DEFICIT FUNDING AGREEMENT** (“**Agreement**”) is made and entered into this 28<sup>th</sup> day of August, 2023, by and between:

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, which is situated in the City of Palm Coast, Florida, and whose mailing address is c/o DPFM Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

**CRE-KL SEMINOLE WOODS OWNER, LLC**, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 (“**Developer**”).

### RECITALS

**WHEREAS**, the District was established for the purposes 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 District has adopted its annual budget for Fiscal Year 2024 (“**FY 2024 Budget**”), which begins on October 1, 2023 and ends on September 30, 2024, and has levied and imposed operations and maintenance assessments (“**O&M Assessments**”) on lands within the District to fund a portion of the FY 2024 Budget; and

**WHEREAS**, the Developer has agreed to fund the cost of any “**Budget Deficit**,” representing the difference between the FY 2024 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

**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. **FUNDING.** The Developer agrees to make available to the District any monies (“**Developer Contributions**”) necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers’ consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. The District shall have no obligation to repay any Developer Contribution provided hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among 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.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) 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.

6. **ENFORCEMENT.** In the event that any 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(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among 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.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

**CRE-KL SEMINOLE WOODS OWNER, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A:**     FY 2024 Budget

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023-2024 ADOPTED BUDGET  
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)**

	<b>FY 2023 ADOPTED BUDGET</b>	<b>FY 2024 ADOPTED BUDGET</b>	<b>VARIANCE</b>
1 <b>REVENUES:</b>			
2 LANDOWNER CONTRIBUTION	\$ 117,190	\$ 234,140	\$ 116,950
3 LOT CLOSINGS (SPRINGING ASSESSMENTS)	-	-	-
4 <b>TOTAL REVENUES:</b>	<b>117,190</b>	<b>234,140</b>	<b>116,950</b>
5 <b>EXPENDITURES:</b>			
6 <b>ADMINISTRATIVE</b>			
7 SUPERVISORS FEES	-	2,400	2,400
8 DISTRICT MANAGEMENT	20,000	20,000	-
9 ADMINISTRATIVE SERVICES	12,750	12,750	-
10 ACCOUNTING SERVICES	12,750	12,750	-
11 ASSESSMENT ADMINISTRATION	2,500	2,500	-
12 DISSEMINATION AGENT	2,000	2,000	-
13 LEGAL	20,000	20,000	-
14 ENGINEERING	30,000	30,000	-
15 POSTAGE	500	500	-
16 PRINTING AND BINDING	500	500	-
17 LEGAL ADVERTISING	6,500	6,500	-
18 ANNUAL SPECIAL DISTRICT FEE	175	175	-
19 GENERAL LIABILITY & POL INSURANCE	6,000	6,000	-
20 BANK FEES	500	500	-
21 WEBSITE HOSTING, ADA, MAINTENANCE	1,515	1,515	-
22 ADMIN CONTINGENCY	1,500	1,500	-
23 <b>TOTAL ADMINISTRATIVE</b>	<b>117,190</b>	<b>119,590</b>	<b>2,400</b>
24 <b>PHYSICAL ENVIRONMENT</b>			
25 LANDSCAPE MAINTENANCE	-	50,000	50,000
26 POND MAINTENANCE	-	18,000	18,000
28 LANDSCAPE INSPECTIONS	-	13,500	13,500
29 FIELD CONTINGENCY	-	20,000	20,000
30 <b>TOTAL PHYSICAL ENVIORNMENT</b>	<b>-</b>	<b>101,500</b>	<b>101,500</b>
31 <b>UTILITIES</b>			
32 STREETLIGHTS	-	13,050	13,050
33 <b>TOTAL UTILITIES</b>	<b>-</b>	<b>13,050</b>	<b>13,050</b>
34			
35 <b>TOTAL EXPENDITURES</b>	<b>117,190</b>	<b>234,140</b>	<b>116,950</b>
36			
37 <b>TOTAL REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023-2024 ADOPTED BUDGET  
O&M ASSESSMENT ALLOCATION**

<b>Lot Type</b>	<b>Lots</b>	<b>ERU</b>	<b>Total ERU's</b>	<b>ERU %</b>	<b>Total FY24 O&amp;M</b>	<b>FY24 O&amp;M per Lot<sup>1,2</sup></b>
TH 20'	78	0.68	53.04	7.83%	\$18,335	\$235
SF 40'	218	0.96	209.28	30.90%	\$72,345	\$332
SF 50'	415	1.00	415.00	61.27%	\$143,460	\$346
<b>Total</b>	<b>711</b>		<b>677.32</b>	<b>100.00%</b>	<b>\$234,140</b>	

Footnote:

- 
1. O&M assessments shall immediately attach only to sold lots during Fiscal Year 2023-2024. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment
  2. Excluding County Collection Costs & Early Payment Discounts



# EXHIBIT 11

1 **MINUTES OF MEETING**

2 **SEMINOLE PALMS**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Seminole Palms Community Development  
5 District was held on Monday, June 5, 2023 at 11:16 a.m. at the Hilton Garden Inn, located at 55 Town  
6 Center Boulevard, Palm Coast, FL 32164.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McInnes called the meeting to order.

9 Present and constituting a quorum were:

10	Candice Smith	Board Supervisor, Chairwoman
11	Christopher Reese	Board Supervisor, Vice Chairman
12	Eric Morrisette	Board Supervisor, Assistant Secretary
13	Greg Meath	Board Supervisor, Assistant Secretary

14 Also present were:

15	David McInnes	District Manager, DPGF Management & Consulting
16	Jere Earlywine ( <i>via phone</i> )	District Counsel, Kutak Rock

17 *The following is a summary of the discussions and actions taken at the June 5, 2023 Seminole Palms CDD*  
18 *Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records request.*

19 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for**  
20 **agenda items)**

21 There being none, the next item followed.

22 **THIRD ORDER OF BUSINESS – Consent Agenda**

- 23 A. Exhibit 1: Consideration for Approval – The Minutes of the Board of Supervisors Special Meeting  
24 Held March 27, 2023
- 25 B. Exhibit 2: Consideration for Acceptance – The March 2023 Unaudited Financial Report
- 26 C. Exhibit 3: Consideration for Acceptance – The April 2023 Unaudited Financial Report

27 On a MOTION by Ms. Smith, SECONDED by Mr. Reese, WITH ALL IN FAVOR, the Board approved  
28 the Consent Agenda, for the Seminole Palms Community Development District.

29 **FOURTH ORDER OF BUSINESS – Business Matters**

- 30 A. Exhibit 4: Consideration & Adoption of **Resolution 2023-07**, Designating Registered Agent

31 On a MOTION by Mr. Meath, SECONDED by Mr. Reese, WITH ALL IN FAVOR, the Board adopted  
32 **Resolution 2023-07**, Designating Registered Agent, for the Seminole Palms Community Development  
33 District.

- 34 B. Exhibit 5: Presentation & Acceptance of the FY 2022 Audited Annual Financial Report

35 On a MOTION by Ms. Smith, SECONDED by Mr. Reese, WITH ALL IN FAVOR, the Board accepted  
36 the FY 2022 Audited Annual Financial Report, for the Seminole Palms Community Development District.

- 37 C. Exhibit 6: Consideration & Adoption of **Resolution 2023-08**, Approving Proposed FY 2024  
38 Budget & Setting Public Hearing

39 On a MOTION by Mr. Reese, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board  
40 approved the proposed FY 2024 budget, for the Seminole Palms Community Development District.

41

42 On a MOTION by Ms. Smith, SECONDED by Mr. Reese, WITH ALL IN FAVOR, the Board adopted  
43 **Resolution 2023-08**, Approving Proposed FY 2024 Budget & Setting Public Hearing, for the Seminole  
44 Palms Community Development District.

45 D. Exhibit 7: Consideration of Vesta Property Services Field Operations Agreement – *To Be*  
46 *Distributed*

47 On a MOTION by Ms. Smith, SECONDED by Mr. Reese, WITH ALL IN FAVOR, the Board approved  
48 the Vesta Property Services Field Operations Agreement, in substantial form, for the Seminole Palms  
49 Community Development District.

50 **Items E through H were not considered.**

51 E. Consideration of Acquisition of Work Product

52 F. Exhibit 8: Consideration of Form of Engineering Services Agreement – *To Be Distributed*

53 G. Exhibit 9: Consideration of Work Authorization for Construction Administration (Site Work) – *To*  
54 *Be Distributed*

55 H. Exhibit 10: Consideration of Work Authorization for Construction Administration (Citation Blvd.)  
56 – *To Be Distributed*

57 **The following items were not originally on the agenda, but replaced items E through**  
58 **H.**

59 Mr. Earlywine provided an explanation of the new items.

60 1. Consideration of Main Site Professional Services & Work Product

63 On a MOTION by Ms. Smith, SECONDED by Mr. Reese, WITH ALL IN FAVOR, the Board authorized  
64 staff to prepare forms and for the Chair to sign off on the Assignment of Professional Services for the main  
65 Kimley-Horn contract with Kolter Group and CRE-KL Seminole Woods, as well as acquire any completed  
66 work product for that main site in an amount not to exceed that which is set forth in the issuer's report, for  
67 the Seminole Palms Community Development District.

68 2. Consideration of Enclaves Professional Services & Work Product

69 On a MOTION by Ms. Smith, SECONDED by Mr. Reese, WITH ALL IN FAVOR, the Board approved  
70 the Assignment of Professional Services contract between Kimley-Horn and CRE-KL Seminole Woods for  
71 Enclaves, as well as the acquisition of work product, for the Seminole Palms Community Development  
72 District.

73

74 On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board authorized  
75 the Construction Funding Agreement for Citation and Seminole Site, and for the Cost Share Agreement for  
76 Seminole Site, for the Seminole Palms Community Development District.

77 I. Exhibit 11: Consideration of Partial Release of Temporary Construction Easement for Citation  
78 Blvd.

79 On a MOTION by Mr. Meath, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board  
80 approved the Partial Release of Temporary Construction Easement in Connection with Land Swap Closing,  
81 for the Seminole Palms Community Development District.

82 J. Exhibit 12: Consideration of Temporary Construction Easement with the City of Palm Coast & for  
83 Citation Blvd.

84 Discussion ensued.

85 On a MOTION by Ms. Smith, SECONDED by Mr. Reese, WITH ALL IN FAVOR, the Board authorized  
86 execution of the Temporary Construction Easement Agreement in Connection with the Closing on the Land  
87 Swap, for the Seminole Palms Community Development District.

88 K. Exhibit 13: Consideration of Joint Maintenance Easement Agreement with the City of Palm Coast  
89 & Citation Blvd.

90 On a MOTION by Ms. Smith, SECONDED by Mr. Reese, WITH ALL IN FAVOR, the Board approved  
91 and authorized the Chair to sign the Joint Maintenance Easement Agreement in Connection with the Land  
92 Swap, for the Seminole Palms Community Development District.

93 L. Reminder of Form 1's Due Date: July 1<sup>st</sup>

94 **FIFTH ORDER OF BUSINESS – Staff Reports**

95 A. District Manager

96 Mr. McInnes stated that he had nothing to report.

97 B. District Attorney

98 Ms. Ligas stated that he had nothing to report.

99 C. District Engineer

100 The District Engineer was not present.

101 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

102 There being none, the next item followed.

103 **SEVENTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per  
104 individual)**

105 There being none, the next item followed.

106 **EIGHTH ORDER OF BUSINESS – Adjournment**

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

109 On a MOTION by Mr. Reese, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board adjourned  
110 the meeting at 11:39 a.m., for the Seminole Palms Community Development District.

111 *\*Each person who decides to appeal any decision made by the Board with respect to any matter considered  
112 at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,  
113 including the testimony and evidence upon which such appeal is to be based.*

114 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed  
115 meeting held on August 28, 2023.  
116

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

117 Title:    Secretary    Assistant Secretary

Title:    Chairman    Vice Chairman

# EXHIBIT 12

# Seminole Palms Community Development District

Financial Statements  
(Unaudited)

Period Ending

May 31, 2023

**Seminole Palms  
Community Development District  
BALANCE SHEET  
May 31, 2023**

	<b>GENERAL FUND</b>
<b>ASSETS:</b>	
CASH	\$ 298
ACCOUNTS RECEIVABLE	18,377
DEPOSITS	-
PREPAID ITEMS	-
<b>TOTAL ASSETS</b>	<b>\$ 18,675</b>
 <b>LIABILITIES &amp; FUND BALANCE</b>	
<b>LIABILITIES:</b>	
ACCOUNTS PAYABLE	\$ 18,077
 <b>FUND BALANCES:</b>	
NONSPENDABLE - PREPAID AND DEPOSITS	-
RESTRICTED FOR:	
DEBT SERVICE	-
CAPITAL PROJECTS	-
UNASSIGNED:	598
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 18,675</b>

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon



**Seminole Palms**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2022 through May 31, 2023**

	<b>FY2023 ADOPTED BUDGET</b>	<b>CURRENT MONTH</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE (+ / -)</b>	<b>% OF BUDGET</b>
<b>REVENUE</b>					
LANDOWNER CONTRIBUTION	\$ 117,190	\$ 2,952	\$ 39,743	(77,447)	34%
<b>TOTAL REVENUE</b>	<b>117,190</b>	<b>2,952</b>	<b>39,743</b>	<b>(77,447)</b>	<b>34%</b>
<b>EXPENDITURES</b>					
<b>PROFESSIONAL &amp; ADMINISTRATIVE</b>					
DISTRICT MANAGEMENT, ACCOUNTING, ADMINISTRATION	20,000	1,000	8,000	(12,000)	40%
ADMINISTRATIVE SERVICES	12,750	-	-	(12,750)	0%
ACCOUNTING SERVICES	12,750	-	-	(12,750)	0%
ASSESSMENT ADMINISTRATION	2,500	-	-	(2,500)	0%
DISSEMINATION AGENT	2,000	-	-	(2,000)	0%
LEGAL	20,000	1,587	23,300	3,300	116%
ENGINEERING	30,000	-	-	(30,000)	0%
POSTAGE	500	-	9	(491)	2%
PRINTING & BINDING	500	-	-	(500)	0%
LEGAL ADVERTISING	6,500	145	2,610	(3,890)	40%
ANNUAL SPECIAL DISTRICT FEE	175	-	175	-	100%
GENERAL LIABILITY & POL INSURANCE	6,000	-	5,000	(1,000)	83%
BANK FEES	500	-	-	(500)	0%
WEBSITE HOSTING, ADA, MAINTENANCE	1,515	-	-	(1,515)	0%
CONTINGENCY	1,500	-	649	(851)	43%
<b>TOTAL EXPENDITURES</b>	<b>117,190</b>	<b>2,732</b>	<b>39,743</b>	<b>(77,447)</b>	<b>34%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-	220	-		
FUND BALANCE - BEGINNING			598		
DECREASE IN FUND BALANCE			-		
INCREASE IN RESERVE			-		
<b>FUND BALANCE - ENDING</b>			<b>\$ 598</b>		

**Seminole Palms**  
**Community Development District**  
**Bank Reconciliation -GF Operating Accounts**  
**May 31, 2023**

Balance Per Bank Statement	<u>\$ 297.85</u>
Less: Outstanding Checks	-
Less: Outstanding Deposits	
<b><i>Adjusted Bank Balance</i></b>	<b><u><u>\$ 297.85</u></u></b>
Beginning Bank Balance Per Books	\$ 297.85
Cash Receipts	-
Disbursements	-
<b><i>Balance Per Books</i></b>	<b><u><u>\$ 297.85</u></u></b>

**Seminole Palms CDD**  
**Check Register**  
**FY2023**

Date	Num	Name	Memo	Debit	Credit	BU Balance
<b>10/01/2022</b>						<b>447.85</b>
10/26/2022	10/26/22	Kolter Land Partners LLC	Payment GF 2022-08	22,201.86		22,649.71
<b>10/31/2022</b>						<b>22,201.86 0.00 22,649.71</b>
11/08/2022	1010	KE Law Group	Multiple Invoices		22,201.86	447.85
11/08/2022	00123128	Kolter Land Partners LLC	Payment GF 2022-06, 2022-07	5,471.53		5,919.38
11/16/2022	00123819	Kolter Land Partners LLC	Payment GF 2022-09, 2023-01	16,406.42		22,325.80
11/17/2022	1011	DPFG	Multiple Invoices		5,921.53	16,404.27
11/17/2022	1012	Egis Insurance Advisors, LLC	General Liability Insurance		5,000.00	11,404.27
11/17/2022	1013	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual District Filing Fee		175.00	11,229.27
11/17/2022	1014	KE Law Group	Multiple Invoices		9,931.42	1,297.85
11/17/2022	1015	DPFG	District Management		1,000.00	297.85
<b>11/30/2022</b>						<b>21,877.95 44,229.81 297.85</b>
12/21/2022		Kolter Land Partners LLC	Payment GF 2022-10	3,531.80		3,829.65
12/27/2022	1016	DPFG	Multiple Invoices		1,144.20	2,685.45
12/27/2022	1017	KE Law Group	Multiple Invoices		2,387.60	297.85
<b>12/31/2022</b>						<b>3,531.80 3,531.80 297.85</b>
<b>01/31/2023</b>						<b>297.85</b>
02/13/2023		Kolter Land Partners LLC		5,240.25		5,538.10
<b>02/28/2023</b>						<b>5,240.25 0.00 5,538.10</b>
03/03/2023	1018	DPFG	District Management		1,000.00	4,538.10
03/03/2023	1019	KE Law Group			4,240.25	297.85
03/23/2023	00129549	Kolter Land Partners LLC		3,934.92		4,232.77
<b>03/31/2023</b>						<b>3,934.92 5,240.25 4,232.77</b>
04/10/2023	0130655	Kolter Land Partners LLC	GF 2023-03, 2023-05	2,784.16		7,016.93
04/19/2023	1020	Candace Smith	BOS Meeting		200.00	6,816.93
04/19/2023	1021	DPFG	District Services / Passthru Expenses		2,274.59	4,542.34
04/19/2023	1022	KE Law Group	Legal Services		1,536.74	3,005.60
04/19/2023	1023	KILINSKI VAN WYK, PLLC	Legal Services		2,707.75	297.85
<b>04/30/2023</b>						<b>2,784.16 6,719.08 297.85</b>
<b>05/31/2023</b>						<b>0.00 0.00 297.85</b>

# EXHIBIT 13

# **Seminole Palms Community Development District**

**Financial Statements  
(Unaudited)**

**Period Ending**

**July 31, 2023**

**Seminole Palms  
Community Development District  
BALANCE SHEET  
July 31, 2023**

	<u>GENERAL FUND</u>	<u>DEBT SERVICE FUND</u>	<u>ACQ &amp; CONST FUND</u>	<u>TOTAL</u>
<b>ASSETS:</b>				
CASH	\$ 298	\$ -	\$ -	\$ 298
INVESTMENTS:				
REVENUE	-	-	-	-
RESERVE	-	416,862	-	416,862
INTEREST	-	112,635	-	112,635
PREPAYMENT	-	-	-	-
SINKING	-	-	-	-
COST OF ISSUANCE	-	5	-	5
ACQ & CONST	-	-	2,265,855	2,265,855
ACCOUNTS RECEIVABLE	300	-	-	300
DEPOSITS	-	-	-	-
PREPAID ITEMS	-	-	-	-
<b>TOTAL ASSETS</b>	<u>\$ 598</u>	<u>\$ 529,502</u>	<u>\$ 2,265,855</u>	<u>\$ 2,795,955</u>
<b>LIABILITIES &amp; FUND BALANCE</b>				
<b>LIABILITIES:</b>				
ACCOUNTS PAYABLE	\$ 15,371	\$ -	\$ -	\$ 15,371
<b>FUND BALANCES:</b>				
NONSPENDABLE - PREPAID AND DEPOSITS	-			-
RESTRICTED FOR:				
DEBT SERVICE	-	529,502		529,502
CAPITAL PROJECTS	-		2,265,855	2,265,855
UNASSIGNED:	(14,773)	(0)	0	(14,773)
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<u>\$ 598</u>	<u>\$ 529,502</u>	<u>\$ 2,265,855</u>	<u>\$ 2,795,955</u>

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon

**Seminole Palms**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2022 through May 31, 2023**

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE (+ / -)	% OF BUDGET
<b>REVENUE</b>					
LANDOWNER CONTRIBUTION	\$ 117,190	\$ 7,812	\$ 48,755	(68,435)	42%
<b>TOTAL REVENUE</b>	<b>117,190</b>	<b>7,812</b>	<b>48,755</b>	<b>(68,435)</b>	<b>42%</b>
<b>EXPENDITURES</b>					
<b>PROFESSIONAL &amp; ADMINISTRATIVE</b>					
P/R - BOARD OF SUPERVISORS	-	-	600		
DISTRICT MANAGEMENT, ACCOUNTING, ADMINISTRATION	20,000	4,000	13,000	(7,000)	65%
ADMINISTRATIVE SERVICES	12,750	-	-	(12,750)	0%
ACCOUNTING SERVICES	12,750	-	-	(12,750)	0%
ASSESSMENT ADMINISTRATION	2,500	-	-	(2,500)	0%
DISSEMINATION AGENT	2,000	-	-	(2,000)	0%
LEGAL	20,000	-	26,979	6,979	135%
ENGINEERING	30,000	-	-	(30,000)	0%
POSTAGE	500	-	51	(449)	10%
PRINTING & BINDING	500	-	-	(500)	0%
LEGAL ADVERTISING	6,500	-	2,610	(3,890)	40%
ANNUAL SPECIAL DISTRICT FEE	175	-	175	-	100%
GENERAL LIABILITY & POL INSURANCE	6,000	-	5,000	(1,000)	83%
BANK FEES	500	-	-	(500)	0%
WEBSITE HOSTING, ADA, MAINTENANCE	1,515	-	-	(1,515)	0%
CONTINGENCY	1,500	-	339	(1,161)	23%
<b>TOTAL EXPENDITURES</b>	<b>117,190</b>	<b>4,000</b>	<b>48,755</b>	<b>(69,035)</b>	<b>42%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>3,812</b>	<b>-</b>		
FUND BALANCE - BEGINNING			598		
DECREASE IN FUND BALANCE			-		
INCREASE IN RESERVE			-		
<b>FUND BALANCE - ENDING</b>			<b>598</b>		

**Seminole Palms  
Community Development District  
Debt Service Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the period from October 1, 2022 through July 31, 2023**

	<b>FY 2023 ADOPTED BUDGET</b>	<b>YEAR TO DATE</b>	<b>VARIANCE</b>
<b>REVENUE</b>			
BOND PROCEEDS	\$ -	\$ 695,371	\$ 695,371
DEVELOPER CONTRIBUTIONS	-		-
INTEREST - INVESTMENT	-	131	131
DISCOUNTS	-	-	-
<b>TOTAL REVENUE</b>	<b>-</b>	<b>695,502</b>	<b>695,502</b>
<b>EXPENDITURES</b>			
TRUSTEE FEES	-	5,250	(5,250)
LEGAL SERVICES		144,000	(144,000)
SPECIAL ASSESSMENT CONSULTING		15,000	(15,000)
PRINTING & BINDING		1,750	(1,750)
INTEREST EXPENSE			-
INTEREST EXPENSE			-
PRINCIPAL			-
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>166,000</b>	<b>-</b>
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>529,502</b>	<b>529,502</b>
<b>OTHER FINANCING SOURCES (USES)</b>			
INTERFUND TRANSFER-IN	-	-	-
INTERFUND TRANSFER-OUT	-		-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>529,502</b>	<b>529,502</b>
FUND BALANCE - BEGINNING			
<b>FUND BALANCE - ENDING</b>		<b>\$ 529,502</b>	



**Seminole Palms**  
**Community Development District**  
**Acquisition & Construction Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2022 through July 31, 2023**

	<u>ADOPTED BUDGET</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>VARIANCE</u>
<b>REVENUE</b>			
BOND PROCEEDS	\$ -	\$ 5,170,720	\$ 5,170,720
INTEREST-INVESTMENT	-	1,070	1,070
DEVELOPER CONTRIBUTIONS	-	1,224,103	1,224,103
<b>TOTAL REVENUE</b>	<u>-</u>	<u>6,395,893</u>	<u>6,395,893</u>
<b>EXPENDITURES</b>			
CONSTRUCTION-IN-PROGRESS	-	4,130,038	4,130,038
<b>TOTAL EXPENDITURES</b>	<u>-</u>	<u>4,130,038</u>	<u>4,130,038</u>
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES</b>	-	2,265,855	2,265,855
<b>OTHER FINANCING SOURCES (USES)</b>			
BOND PROCEEDS	-	-	-
INTERFUND TRANSFER-IN	-	-	-
INTERFUND TRANSFER-OUT	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>-</u>	<u>-</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	-	2,265,855	2,265,855
FUND BALANCE - BEGINNING	-	-	
<b>FUND BALANCE - ENDING</b>	<u>\$ -</u>	<u>\$ 2,265,855</u>	

**Seminole Palms**  
**Community Development District**  
**Bank Reconciliation -GF Operating Accounts**  
**July 31, 2023**

Balance Per Bank Statement	\$ 16,811.71
Less: Outstanding Checks	(16,513.86)
Less: Outstanding Deposits	
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ 297.85</u></b>
Beginning Bank Balance Per Books	\$ 3,154.85
Cash Receipts	16,513.86
Disbursements	(19,370.86)
<b><i>Balance Per Books</i></b>	<b><u>\$ 297.85</u></b>

**Seminole Palms CDD**  
**Check Register**  
**FY2023**

Date	Num	Name	Memo	Debit	Credit	BU Balance
<b>10/01/2022</b>						<b>447.85</b>
10/26/2022	10/26/22	Kolter Land Partners LLC	Payment GF 2022-08	22,201.86		22,649.71
<b>10/31/2022</b>						<b>22,201.86 0.00 22,649.71</b>
11/08/2022	1010	KE Law Group	Multiple Invoices		22,201.86	447.85
11/08/2022	00123128	Kolter Land Partners LLC	Payment GF 2022-06, 2022-07	5,471.53		5,919.38
11/16/2022	00123819	Kolter Land Partners LLC	Payment GF 2022-09, 2023-01	16,406.42		22,325.80
11/17/2022	1011	DPFG	Multiple Invoices		5,921.53	16,404.27
11/17/2022	1012	Egis Insurance Advisors, LLC	General Liability Insurance		5,000.00	11,404.27
11/17/2022	1013	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual District Filing Fee		175.00	11,229.27
11/17/2022	1014	KE Law Group	Multiple Invoices		9,931.42	1,297.85
11/17/2022	1015	DPFG	District Management		1,000.00	297.85
<b>11/30/2022</b>						<b>21,877.95 44,229.81 297.85</b>
12/21/2022		Kolter Land Partners LLC	Payment GF 2022-10	3,531.80		3,829.65
12/27/2022	1016	DPFG	Multiple Invoices		1,144.20	2,685.45
12/27/2022	1017	KE Law Group	Multiple Invoices		2,387.60	297.85
<b>12/31/2022</b>						<b>3,531.80 3,531.80 297.85</b>
<b>01/31/2023</b>						<b>297.85</b>
02/13/2023		Kolter Land Partners LLC		5,240.25		5,538.10
<b>02/28/2023</b>						<b>5,240.25 0.00 5,538.10</b>
03/03/2023	1018	DPFG	District Management		1,000.00	4,538.10
03/03/2023	1019	KE Law Group			4,240.25	297.85
03/23/2023	00129549	Kolter Land Partners LLC		3,934.92		4,232.77
<b>03/31/2023</b>						<b>3,934.92 5,240.25 4,232.77</b>
04/10/2023	0130655	Kolter Land Partners LLC	GF 2023-03, 2023-05	2,784.16		7,016.93
04/19/2023	1020	Candace Smith	BOS Meeting		200.00	6,816.93
04/19/2023	1021	DPFG	District Services / Passthru Expenses		2,274.59	4,542.34
04/19/2023	1022	KE Law Group	Legal Services		1,536.74	3,005.60
04/19/2023	1023	KILINSKI VAN WYK, PLLC	Legal Services		2,707.75	297.85
<b>04/30/2023</b>						<b>2,784.16 6,719.08 297.85</b>
<b>05/31/2023</b>						<b>0.00 0.00 297.85</b>
06/08/2023	00134414	Kolter Land Partners LLC		7,718.00		8,015.85
06/09/2023	1027	Kutak Rock LLP			6,353.00	1,662.85
06/09/2023	1028	Palm Coast Observer	Legal Advertising		75.00	1,587.85
06/09/2023	1029	Vesta District Services			1,290.00	297.85
06/30/2023	00135277	Kolter Land Partners LLC		2,857.00		3,154.85
<b>06/30/2023</b>						<b>10,575.00 7,718.00 3,154.85</b>
07/06/2023	1030	Candace Smith	Supervisor compensation		200.00	2,954.85
07/06/2023	1031	Kutak Rock LLP			1,587.00	1,367.85
07/06/2023	1032	Palm Coast Observer	Legal Advertising		70.00	1,297.85
07/06/2023	1033	Vesta District Services	District Management Services		1,000.00	297.85
07/24/2023	9941B-00000836	CRE-KL Seminole Woods Owner LLC		16,513.86		16,811.71
07/26/2023	1034	Candace Smith			200.00	16,611.71
07/26/2023	1035	DPFG			3,062.14	13,549.57
07/26/2023	1036	KILINSKI VAN WYK, PLLC			577.00	12,972.57
07/26/2023	1037	Kutak Rock LLP			7,542.50	5,430.07
07/26/2023	1038	Vesta District Services			5,132.22	297.85
<b>07/31/2023</b>						<b>16,513.86 19,370.86 297.85</b>

# EXHIBIT 14

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**  
**Schedule of Values Continuation Sheet Attached**

Submit Invoices To:

Contractor: **CRE-KL Seminole Woods Owner LLC**

Project: Seminole Palms

Subcontractor:

Contract #: \_\_\_\_\_

JW Site Development Inc.  
PO Box 817  
Bunnell, FL 32110

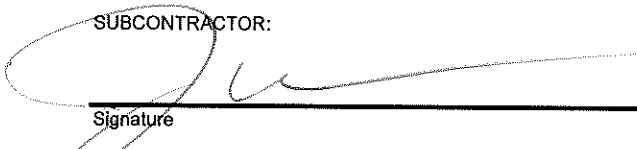
Application # 1  
 Application Date: 1/25/2023  
 Period through: 1/31/2023

Application is made for payment, as shown below, in connection with the Subcontract Agreement.

1 Original Subcontract Agreement Amount	\$2,808,802.63
2 Net Change by Change Orders (Approved and executed)	
3 Subcontract Sum To Date (Line 1 + Line 2)	\$2,808,802.63
4 Total Completed To Date (Total Column G)	\$30,278.50
5 Less Retainage 10% (Column I)	\$0.00
6 Total Earned less Retainage To Date (Column G - Column I)	\$30,278.50
7 Less Previous Applications for Payment (Column D - 10% Retainage)	\$0.00
8 Current Payment Due (Column E - 10% and Line 6 - Line 7)	\$30,278.50
9 Balance to Finish, including retainage (Line 3 - Line 6) (Note: #7 + #8 + #9 = Contract Amount)	\$2,778,524.13

The undersigned Subcontractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Applications for Payment were issued and payments received, and that the Current Payment shown herein is now due.  
 The undersigned, conditioned only upon receipt of the Current Payment Due identified above, hereby waives and releases its lien and right to claim a lien or advance a bond or any contract claim whatsoever, for labor, services, or materials furnished through the Application Date identified above, against the project listed above.  
 This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

SUBCONTRACTOR:

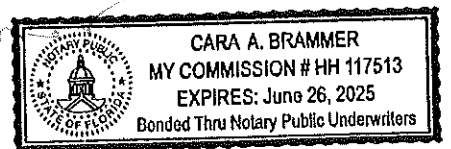
  
 Signature \_\_\_\_\_  
 By: Josh White - President Date: 1/25/2023  
 Printed Name & Title

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 25th day of January, 2023 by Josh White who is personally known to me or has provided identification.

*Cara A. Brammer*



Seminole Palms

APPLICATION NO.: 1  
 APPLICATION DATE: 1/25/2023  
 PERIOD TO: 1/31/2023  
 ARCHITECT'S PROJECT NO.: \_\_\_\_\_

SCHEDULE OF VALUES  
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 Subcontractor's signed Certifications is attached as cover sheet

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD		% (G/C)			
	Site Work								
1	Jobsite Facilities	\$1,800.00		\$0.00		\$0.00	0.00%	\$1,800.00	\$0.00
2	Traffic Control	\$5,000.00		\$0.00		\$0.00	0.00%	\$5,000.00	\$0.00
3	Supervision	\$150,000.00		\$0.00		\$0.00	0.00%	\$150,000.00	\$0.00
4	Mobilization	\$83,000.00		\$0.00		\$0.00	0.00%	\$83,000.00	\$0.00
5	Construction Entrance	\$6,000.00		\$0.00		\$0.00	0.00%	\$6,000.00	\$0.00
6	Silt Fence - 23,845 lf	\$53,651.25		\$0.00		\$0.00	0.00%	\$53,651.25	\$0.00
7	SWPPP Permit & Monitoring	\$15,000.00		\$0.00		\$0.00	0.00%	\$15,000.00	\$0.00
8	Clear, Grub & Disk Site (Burn onsite)	\$605,570.00		\$30,278.50		\$30,278.50	5.00%	\$575,291.50	\$0.00
9	Dewatering	\$247,012.50		\$0.00		\$0.00	0.00%	\$247,012.50	\$0.00
10	Pond Excavation (Cut to Fill) - 171,307 BCY	\$788,012.20		\$0.00		\$0.00	0.00%	\$788,012.20	\$0.00
11	Fine Grade Ponds - 57,947 SY	\$114,735.06		\$0.00		\$0.00	0.00%	\$114,735.06	\$0.00
12	Fine Grade ROW & Backfill Curbs - 36,683 SY	\$113,717.30		\$0.00		\$0.00	0.00%	\$113,717.30	\$0.00
13	Fine Grade Lots - 159	\$39,750.00		\$0.00		\$0.00	0.00%	\$39,750.00	\$0.00
14	Fine Grade Perimeter Slopes & Swales - 63,455 SY	\$62,820.45		\$0.00		\$0.00	0.00%	\$62,820.45	\$0.00
15	Seed & Mulch lots - 149,619 SY	\$49,374.27		\$0.00		\$0.00	0.00%	\$49,374.27	\$0.00
16	Sod ROW - 1,158 SY	\$4,168.80		\$0.00		\$0.00	0.00%	\$4,168.80	\$0.00
17	Sod Perimeter Slopes & Swales - 63,454 SY	\$222,089.00		\$0.00		\$0.00	0.00%	\$222,089.00	\$0.00
18	Sod Pond Slopes - 57,947 SY	\$202,814.50		\$0.00		\$0.00	0.00%	\$202,814.50	\$0.00
19	Sod Two Strips Behind Curbs & Sidewalks - 12,302 SY	\$44,287.30		\$0.00		\$0.00	0.00%	\$44,287.30	\$0.00
				\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
		\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
	GRAND TOTAL	\$2,808,802.63	\$0.00	\$30,278.50	\$0.00	\$30,278.50	#DIV/0!	\$2,778,524.13	\$0.00

*JW*

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**  
*Schedule of Values Continuation Sheet Attached*

Submit Invoices To:  
 Contractor: **CRE-KL Seminole Woods Owner LLC**

Project: Seminole Palms

Subcontractor:

Contract #: \_\_\_\_\_

JW Site Development Inc.  
PO Box 817  
Bunnell, FL 32110

Application # 2  
 Application Date: 2/27/2023  
 Period through: 2/28/2023

Application is made for payment, as shown below, in connection with the Subcontract Agreement.


1 Original Subcontract Agreement Amount	\$2,808,802.63
2 Net Change by Change Orders (Approved and executed)	
3 Subcontract Sum To Date (Line 1 + Line 2)	\$2,808,802.63

4 Total Completed To Date (Total Column G)	\$215,646.63
5 Less Retainage 10% (Column I)	\$18,536.81
6 Total Earned less Retainage To Date (Column G - Column I)	\$197,109.81
7 Less Previous Applications for Payment (Column D - 10% Retainage)	\$30,278.50
8 Current Payment Due (Column E - 10% and Line 6 - Line 7)	\$166,831.31

Need to manually fix this due to no retainage bei

9 Balance to Finish, including retainage \$2,611,692.82  
 (Line 3 - Line 6) (Note: #7 + #8 + #9 = Contract Amount)

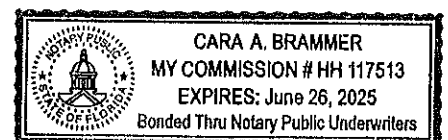
The undersigned Subcontractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Applications for Payment were issued and payments received, and that the Current Payment shown herein is now due.  
 The undersigned, conditioned only upon receipt of the Current Payment Due identified above, hereby waives and releases its lien and right to claim a lien or advance a bond or any contract claim whatsoever, for labor, services, or materials furnished through the Application Date identified above, against the project listed above.  
 This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

SUBCONTRACTOR:  
  
 \_\_\_\_\_  
 Signature  
 By: Josh White - President Date: 2/27/2023  
 Printed Name & Title

STATE OF Florida  
 COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 27th day of February, 2023 by Josh White who is personally known to me or has provided identification.

*Cara A. Brammer*



Seminole Palms

APPLICATION NO.: 2  
 APPLICATION DATE: 2/27/2023  
 PERIOD TO: 2/28/2023  
 ARCHITECT'S PROJECT NO.: \_\_\_\_\_

SCHEDULE OF VALUES  
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 Subcontractor's signed Certifications is attached as cover sheet

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			D FROM PREVIOUS APPLICATIONS (D+E)	E THIS PERIOD		% (G/C)	% (G/C)		
	<b>Site Work</b>								
1	Jobsite Facilities	\$1,800.00		\$0.00		\$0.00	0.00%	\$1,800.00	\$0.00
2	Traffic Control	\$5,000.00		\$0.00		\$0.00	0.00%	\$5,000.00	\$0.00
3	Supervision	\$150,000.00		\$0.00		\$0.00	0.00%	\$150,000.00	\$0.00
4	Mobilization	\$83,000.00		\$4,150.00		\$4,150.00	5.00%	\$78,850.00	\$415.00
5	Construction Entrance	\$6,000.00		\$3,000.00		\$3,000.00	50.00%	\$3,000.00	\$300.00
6	Silt Fence - 23,845 lf	\$53,651.25		\$26,825.63		\$26,825.63	50.00%	\$26,825.63	\$2,682.56
7	SWPPP Permit & Monitoring	\$15,000.00		\$0.00		\$0.00	0.00%	\$15,000.00	\$0.00
8	Clear, Grub & Disk Site (Bum onsite)	\$605,570.00	\$30,278.50	\$151,392.50		\$181,671.00	30.00%	\$423,899.00	\$15,139.25
9	Dewatering	\$247,012.50		\$0.00		\$0.00	0.00%	\$247,012.50	\$0.00
10	Pond Excavation (Cut to Fill) - 171,307 BCY	\$788,012.20		\$0.00		\$0.00	0.00%	\$788,012.20	\$0.00
11	Fine Grade Ponds - 57,947 SY	\$114,735.06		\$0.00		\$0.00	0.00%	\$114,735.06	\$0.00
12	Fine Grade ROW & Backfill Curbs - 36,683 SY	\$113,717.30		\$0.00		\$0.00	0.00%	\$113,717.30	\$0.00
13	Fine Grade Lots - 159	\$39,750.00		\$0.00		\$0.00	0.00%	\$39,750.00	\$0.00
14	Fine Grade Perimeter Slopes & Swales - 63,455 SY	\$62,820.45		\$0.00		\$0.00	0.00%	\$62,820.45	\$0.00
15	Seed & Mulch lots - 149,619 SY	\$49,374.27		\$0.00		\$0.00	0.00%	\$49,374.27	\$0.00
16	Sod ROW - 1,158 SY	\$4,168.80		\$0.00		\$0.00	0.00%	\$4,168.80	\$0.00
17	Sod Perimeter Slopes & Swales - 63,454 SY	\$222,089.00		\$0.00		\$0.00	0.00%	\$222,089.00	\$0.00
18	Sod Pond Slopes - 57,947 SY	\$202,814.50		\$0.00		\$0.00	0.00%	\$202,814.50	\$0.00
19	Sod Two Strips Behind Curbs & Sidewalks - 12,302 SY	\$44,287.30		\$0.00		\$0.00	0.00%	\$44,287.30	\$0.00
				\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
		\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	\$2,808,802.63	\$30,278.50	\$185,368.13	\$0.00	\$215,646.63	#DIV/0!	\$2,593,156.01	\$18,536.81

Revised Pay App

*DW*



**Exhibit F**  
**PARTIAL WAIVER AND RELEASE OF LIEN**

CRE-KL Seminole Woods LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 166,831.31, paid by CRE-KL Seminole Woods LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Seminole Palms according to the plat thereof on file in the office of the Clerk of the Court in and for Flagler County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

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

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 28<sup>th</sup> day of March, 2023.

JW SITE DEVELOPMENT, INC.

BY: \_\_\_\_\_

PRINT: Josh White

TITLE: President

STATE OF Florida  
COUNTY OF Flagler

The foregoing was acknowledged before me by  physical presence or  online notarization this 28<sup>th</sup> day of March, 2023, by Josh White, as President of Jw Site Development a Florida corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

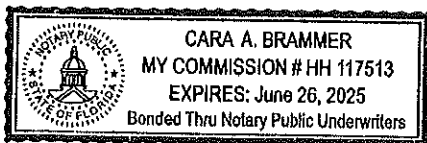
NOTARY PUBLIC

BY: \_\_\_\_\_

PRINT: Cara A. Brammer

COMMISSION #: HH 117513

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



**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**  
*Schedule of Values Continuation Sheet Attached*

Submit Invoices To:

Contractor: CRE-KL Seminole Woods Owner LLC

Project: Seminole Palms

Subcontractor:

Contract #: \_\_\_\_\_

JW Site Development Inc.  
PO Box 817  
Bunnell, FL 32110

Application # 3  
 Application Date: 3/28/2023  
 Period through: 3/31/2023

Application is made for payment, as shown below, in connection with the Subcontract Agreement.

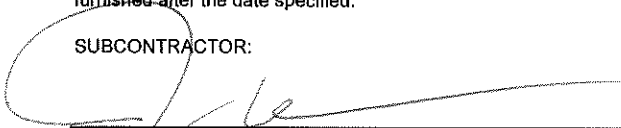
1 Original Subcontract Agreement Amount	\$2,808,802.63
2 Net Change by Change Orders (Approved and executed)	
3 Subcontract Sum To Date (Line 1 + Line 2)	\$2,808,802.63

4 Total Completed To Date (Total Column G)	\$362,721.13
5 Less Retainage 10% (Column I)	\$33,244.26
6 Total Earned less Retainage To Date (Column G - Column I)	\$329,476.87
7 Less Previous Applications for Payment (Column D - 10% Retainage)	\$197,109.81
8 Current Payment Due (Column E - 10% and Line 6 - Line 7)	\$132,367.06

9 Balance to Finish, including retainage \$2,479,325.76  
 (Line 3 - Line 6) (Note: #7 + #8 + #9 = Contract Amount)

The undersigned Subcontractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Applications for Payment were issued and payments received, and that the Current Payment shown herein is now due. The undersigned, conditioned only upon receipt of the Current Payment Due identified above, hereby waives and releases its lien and right to claim a lien or advance a bond or any contract claim whatsoever, for labor, services, or materials furnished through the Application Date identified above, against the project listed above. This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

SUBCONTRACTOR:

  
 Signature \_\_\_\_\_  
 By: Josh White - President Date: 3/28/2023  
 Printed Name & Title

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 28th day of March, 2023 by Josh White, who is personally known to me or has provided identification.

*Cara A. Brammer*



**Seminole Palms**

APPLICATION NO.: 3  
 APPLICATION DATE: 3/28/2023  
 PERIOD TO: 3/31/2023  
 ARCHITECT'S PROJECT NO.: \_\_\_\_\_

SCHEDULE OF VALUES  
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 Subcontractor's signed Certifications is attached as cover sheet

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			D FROM PREVIOUS APPLICATIONS (D+E)	E THIS PERIOD		% (G/C)			
			<b>Site Work</b>						
1	Jobsite Facilities	\$1,800.00		\$0.00		\$0.00	0.00%	\$1,800.00	\$0.00
2	Traffic Control	\$5,000.00		\$0.00		\$0.00	0.00%	\$5,000.00	\$0.00
3	Supervision	\$150,000.00		\$0.00		\$0.00	0.00%	\$150,000.00	\$0.00
4	Mobilization	\$83,000.00	\$4,150.00	\$0.00		\$4,150.00	5.00%	\$78,850.00	\$415.00
5	Construction Entrance	\$6,000.00	\$3,000.00	\$3,000.00		\$6,000.00	100.00%	\$0.00	\$600.00
6	Silt Fence - 23,845 lf	\$53,651.25	\$26,825.63	\$21,460.50		\$48,286.13	90.00%	\$5,365.12	\$4,828.61
7	SWPPP Permit & Monitoring	\$15,000.00		\$1,500.00		\$1,500.00	10.00%	\$13,500.00	\$150.00
8	Clear, Grub & Disk Site (Burn onsite)	\$605,570.00	\$181,671.00	\$121,114.00		\$302,785.00	50.00%	\$302,785.00	\$27,250.65
9	Dewatering	\$247,012.50		\$0.00		\$0.00	0.00%	\$247,012.50	\$0.00
10	Pond Excavation (Cut to Fill) - 171,307 BCY	\$788,012.20		\$0.00		\$0.00	0.00%	\$788,012.20	\$0.00
11	Fine Grade Ponds - 57,947 SY	\$114,735.06		\$0.00		\$0.00	0.00%	\$114,735.06	\$0.00
12	Fine Grade ROW & Backfill Curbs - 36,683 SY	\$113,717.30		\$0.00		\$0.00	0.00%	\$113,717.30	\$0.00
13	Fine Grade Lots - 159	\$39,750.00		\$0.00		\$0.00	0.00%	\$39,750.00	\$0.00
14	Fine Grade Perimeter Slopes & Swales - 63,455 SY	\$62,820.45		\$0.00		\$0.00	0.00%	\$62,820.45	\$0.00
15	Seed & Mulch lots - 149,619 SY	\$49,374.27		\$0.00		\$0.00	0.00%	\$49,374.27	\$0.00
16	Sod ROW - 1,158 SY	\$4,168.80		\$0.00		\$0.00	0.00%	\$4,168.80	\$0.00
17	Sod Perimeter Slopes & Swales - 63,454 SY	\$222,089.00		\$0.00		\$0.00	0.00%	\$222,089.00	\$0.00
18	Sod Pond Slopes - 57,947 SY	\$202,814.50		\$0.00		\$0.00	0.00%	\$202,814.50	\$0.00
19	Sod Two Strips Behind Curbs & Sidewalks - 12,302 SY	\$44,287.30		\$0.00		\$0.00	0.00%	\$44,287.30	\$0.00
		\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
		\$0.00		\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	<b>\$2,808,802.63</b>	<b>\$215,646.63</b>	<b>\$147,074.50</b>	<b>\$0.00</b>	<b>\$362,721.13</b>	<b>#DIV/0!</b>	<b>\$2,446,081.50</b>	<b>\$33,244.26</b>

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

CRE-KL Seminole Woods LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 132,307.06, paid by CRE-KL Seminole Woods LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Seminole Palms according to the plat thereof on file in the office of the Clerk of the Court in and for Flagler County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

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

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 28<sup>th</sup> day of March, 2023.

JW SITE DEVELOPMENT, INC.

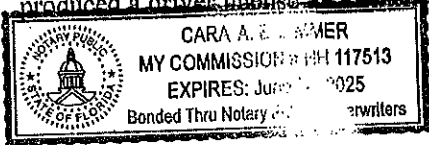
BY: [Signature]

PRINT: Josh White

TITLE: President

STATE OF Florida  
COUNTY OF Flagler

The foregoing was acknowledged before me by  physical presence or  online notarization this 28<sup>th</sup> day of March, 2023 by Josh White, as President of Jw Site Development a Florida corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: [Signature]  
PRINT: Cara A. Brammer  
COMMISSION #: HH 117513

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

**FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES between Owner and Consultant** (the "Amendment") is effective this 2nd day of August, 2022 and is made by and between CRE-KL Seminole Woods Owner LLC ("Owner") and Kimley Horn and Associates, Inc. ("Consultant.")

WHEREAS, the Owner and Consultant entered into that certain Agreement For Professional Services with the effective date of February 24, 2022 (hereinafter referred to as the "PSA").

WHEREAS the PSA and this Amendment shall hereinafter be referred to collectively as the "Agreement".

NOW, THEREFORE, Exhibit A of the Agreement is hereby amended by adding Exhibit A attached hereto, which together, shall be one exhibit.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

**CONSULTANT**

**KIMLEY HORN AND ASSOCIATES, INC.**  
a North Carolina corporation

Authorized  
Signature *Lindsey Tercilla, Esq.* Date: 08/02/2022

Print Name/Title Lindsey Tercilla, Esq., In-House Counsel

**OWNER**

**CRE-KL Seminole Woods Owner LLC**  
a Delaware limited liability company

Authorized  
Signature *[Signature]* Date: \_\_\_\_\_

Print Name/Title \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



July 20, 2022

Eric Morrisette, AICP  
VP of Acquisitions  
Kolter Group Acquisitions LLC  
14025 Riveredge Dr., Suite 175  
Tampa, FL 33637

Re: Seminole Palms West (Enclave)  
Seminole Woods Blvd near Grand Landings Pkwy  
City of Palm Coast, FL  
Amendment 1

Dear Mr. Morrisette:

This revised letter will serve to amend our current contract dated February 16, 2022. We propose the following tasks and corresponding fees:

#### **PROJECT UNDERSTANDING**

Kimley-Horn understands that the Client plans to construct a Single-Family Residential development with approximately 164 lots on two parcels located on Citation Blvd at Seminole Woods Blvd within the City of Palm Coast, Florida. The Flagler County parcels (PID 20-12-31-0650-000A0-0012 and a portion of 20-12-31-0650-000A0-0020).

Kimley-Horn has assumed the following in preparing this proposal:

- Citation Blvd Extension is to be designed and permitted under Seminole Woods Amendment 2, dated September 9, 2021.
- If additional rezoning or land use amendment effort is required, those services can be provided under a separate scope and fee.
- A master plan application is not required to be submitted as part of this development per city coordination
- Floodplain impacts are not included
- The proposed development will require an Environmental Resource Permit through the St. Johns River Water Management District.
- No FDEP jurisdictional wetland impacts are proposed. Wetland delineation and impacts will be permitted by others.
- Any environmental permitting will be provided separately by the Client's environmental consultant.
- Any offsite roadway improvements that are generated as a result of the TIA will be considered an additional service.
- Necessary boundary, topographic and tree surveys will be provided by the Client.
- Necessary geotechnical engineering services will be provided by the Client.
- Utility connections will be provided via the utility extensions associated with the Citation Blvd Extension. It is assumed that there is capacity available.

Based on the above, our scope of services, schedule and fees are as follows:

## **SCOPE OF SERVICES**

### **Task 1 – Subdivision Master Plan**

Kimley-Horn will prepare a master subdivision plan package for submittal to Palm Coast Planning and Development Regulation Board (PDRB). The process consists of a Neighborhood Meeting, followed by a hearing with the PDRB. The PDRB is the level of approval to authorize the issuance of a Subdivision Master Plan Development Order for a residential subdivision greater than 100 units.

Kimley-Horn will attend up to one (1) Neighborhood meeting, and one (1) Planning and Development Board.

### **Task 2 – Master Drainage Infrastructure Plans**

Kimley-Horn will provide master drainage infrastructure planning services for submission to SJRWMD for Environmental Resource Permitting. Based on project team input, Kimley-Horn will prepare a master drainage plan and supporting calculations for roadway access, single family development, stormwater treatment and attenuation, and floodplain compensation. The master plan and calculations will be prepared for agency reviews only (not for construction).

The master drainage plan will show the location of proposed stormwater retention ponds and associated drainage divides. Kimley-Horn will prepare one (1) set of storm water design calculations for the 25-year, 24-hour pre- and post-development conditions to develop the master stormwater plan. Based on the results of these calculations, the pond sizes will be determined. The plan will not include onsite stormwater conveyance, only mass grading required to delineate the anticipated on-site drainage patterns and stormwater pond locations.

Kimley-Horn will analyze and incorporate the groundwater mapping information provided by the Clients Geotechnical Engineer's into the final stormwater design of the overall master stormwater management facility.

Kimley-Horn will coordinate with the Clients Environmental consultant and establish the normal pool and seasonal high elevations for each wetland system on-site.

Kimley-Horn will also perform a detailed existing conditions hydrologic/hydraulic analysis in order to establish the 25-year/24-hour peak runoff rates and establish the 100-year/24-hour peak flood stages and floodplain limits (as required by the City of Palm Coast).

### **Task 3 – Traffic Impact Study (TIS) Services**

Kimley-Horn will perform a Traffic Impact Study (TIS) in support of City of Palm Coast applications for the project. The analysis will be prepared in coordination with the proposed site plan and land use as of the date of the executed scope. Kimley-Horn will coordinate with the City of Palm Coast to discuss study area, trip generation, and trip distribution of external project traffic in an effort to reach agreement on the TIS methodology. Kimley-Horn will then finalize the methodology and submit to the City. The methodology will be prepared in accordance to the City of Palm Coast Technical Manual Section 4 – Traffic Impact Study.



The TIS will identify existing, background, and total build-out traffic conditions within the study area of the project for the PM peak hour. This analysis will consist of an evaluation of existing and projected background traffic conditions within the study area. Trip generation characteristics for the project will be developed in accordance with current industry publications and procedures. Travel demand modeling, and/or some surrogate method developed in the TIS methodology process, will be used to assign project trips within the study area. Total build-out traffic condition at study area intersections and access points will be evaluated for level of service (LOS), volume-to-capacity (V/C) ratio, and significance of project impact.

The TIS will analyze all project access points and up to two (2) intersection off-site. For input into the TIS, Kimley-Horn will collect PM peak hour traffic count data at up to two (2) intersections off-site.

If necessary, mitigating measures for any off-site impacts at the access points will be identified (i.e., additional turn lanes, etc.). Coordination and implementation efforts regarding such mitigation measures, including but not limited to the preparation of graphical improvement concepts and opinions of probable cost, will be conducted as additional services.

The results of the analyses will be summarized in a draft report and submitted to the Client for review and comments. The report will then be finalized, based on Client comments, for submittal to the City of Palm Coast. Kimley-Horn will respond to up to one (1) round of written comments from the City.

#### **Task 4 – Construction Drawings (Site Plan) and Preliminary Plat**

Kimley-Horn will provide the following site design services for construction plan development and permit application review submittals for the project. This task will be a continuation of the plans provided under Task 1. Kimley-Horn will provide engineering and design services for the preparation of the site plan application which will consist of Civil Construction Documents for the proposed single family development. Based on Client input, Kimley-Horn will prepare site engineering plans and supporting calculations for site clearing, horizontal control, site paving and grading, drainage collection, routing and storage, water and sewer distribution and collection systems, and an erosion and sediment control plan.

Kimley-Horn will prepare final Construction Plans in accordance with City of Palm Coast standards and will include:

1. Clearing, Demolition, and Erosion Control Plans – Plan will identify existing features that need to be cleared, removed, demolished, and/or abandoned prior to construction. Plan will include locations for silt fencing and erosion control devices.
2. Horizontal Control Plans – Based on the site survey and approved preliminary plat, Kimley-Horn will dimension the roadways, lot lines, stormwater ponds, and common areas for construction staking and layout. Plans will include dimensional layout of on-site improvements, existing known and proposed easements, required setbacks, paving and curb limits, pavement marking and signage, and associated details. Dimensional layout will be based upon the approved preliminary plat.
3. Paving and Drainage Plans – Plans will include proposed spot elevations and contours, vertical control points for roads, and connecting grades to surrounding properties. Plans will also show

the location of the on-site storm water collection, piping and storage systems including inlet and culvert elevations and inverts.

4. Lot Grading Plans – Plans will illustrate and detail drainage patterns and lot grading for each lot. Lot grades will be set at break points and drainage divide lines. Finished floor elevations will be established and shown for a typical house pad.
5. Water and Sewer Utility Plans – Kimley-Horn assumes that water, sanitary, and reclaimed points of connection will be made along Citation Blvd. Based upon this assumption, Kimley-Horn will use the utility master plan to 1) layout the sanitary sewer collection; 2) finalize pump station design; and 3) design the force main route.

Kimley-Horn anticipates the need for one sanitary pump stations to serve the development. Kimley-Horn will prepare design calculations, construction details, and supporting information for the design of a sanitary pump station as part of this Task. Kimley-Horn will provide typical details for the pump station control panels and level sensors, which will serve as the basis of design for the electrical components. Kimley-Horn will not prepare signed and sealed electrical drawings.

6. Plan and Profile – Kimley-Horn shall prepare Plan and Profile sheets for each internal street, storm sewer, sanitary sewer and outfall ditch.
7. Details – Paving and drainage details will be provided as applicable to the project. Details will consist of City of Palm Coast standard details for construction.
8. Erosion Control Plan – Plan will show erosion control measures, including silt fence and hay bales around any existing inlets and adjacent water bodies. This plan will be the basis for the storm water pollution and prevention plan to be submitted to the governmental agencies.
9. Wetland Impacts Plan – Plan will show limits of wetlands, as provided by the Client's environmental consultant, that are planned to be impacted by the proposed development, as well as wetlands that will be preserved.

Off-site improvements are not included in this Task. If off-site improvements are required, those service will be provided under a separate scope and fee. The plans developed under this task will be used for permitting, bidding, and construction. Public involvement meetings are not anticipated and therefore are not included.

As part of this Task, Kimley-Horn will assist the Client's Surveyor to prepare the Preliminary Plat for submittal to the City of Palm Coast. The Preliminary Plat will specify the general site layout of proposed lots, roadways, central water and wastewater utilities, and proposed drainage and utility easements

In addition, the Preliminary Plat will include:

- Cover page containing the name of the proposed development, name of the developer, owner(s), engineer, surveyor, planner, landscape architect or other design professional, vicinity map showing the relationship between the subdivision and its surrounding area including adjacent street and the existing street classification map, acreage in the total tract

- and acreage for each proposed use (public, residential, recreation, preservation, etc.), zoning of the tract, index listing all pages in the Preliminary Plat submittal.
- Survey of the tract with boundaries of the tract shown with bearings, distances, closures and bulkhead lines, existing contours based on North American datum of 1983 with a contour interval of one (1) foot and proposed finished contours, location of jurisdictional wetlands, wooded areas and protected trees pursuant to Section 30-40 of Chapter 30, Development Standards, adjoining subdivisions and parcels, legal description of the subdivision boundaries with bearings and distances and with a reference to a subdivision corner tie. **(provided by Client's surveyor)**
  - Title, date, name and vicinity map showing the location of the subdivision and graphic scale.
  - Proposed rights-of-way and names of all streets and roads (including 911 approval).
  - Proposed lot lines, and lot and block numbers.
  - Location and width of canals and waterways.
  - Proposed parks, school sites, or other public or private open spaces.
  - Proposed reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and any limitations (storm drainage, retention, detention, utility, conservation, etc.).
  - The location, bearing and length of every street line, lot line, boundary line and block line.
  - The radius, central angle, point of tangent, tangent distance, and arcs and chords of all curved streets and curved property lines.
  - Location and descriptions of all monumentation and markers. **(provided by Client's surveyor)**
  - The names and locations of adjoining parcels, subdivisions and streets.

The Preliminary Plat and Construction Drawings will be submitted concurrently to the City of Palm Coast under one cover. Kimley-Horn will attend up to two (2) Planning and Land Development Regulation Board meetings upon satisfying compliance review.

### **Task 5 – Agency Permitting**

Kimley-Horn will prepare drainage calculations consistent with those required by the St. Johns River Water Management District (SJRWMD) for Standard Environmental Resource Construction Permit(s) and those required by the City of Palm Coast for site approval. Kimley-Horn will prepare and submit applications for development approvals to the following outside agencies:

- City of Palm Coast (Site Permit, Preliminary Plat, & Final Plat)
- Florida Department of Environmental Protection (FDEP) Sewer Permit
- Florida Department of Environmental Protection (FDEP) Potable Water Permit
- National Pollutant Discharge Elimination System (NPDES) Permit
- St. Johns River Water Management District Environmental Resource Permit

Any permitting efforts through agencies not listed above will be provided as an additional service.

## **Task 6 – Final Plat Assistance and Coordination**

Kimley-Horn will coordinate with the Client's Surveyor in the approval of the final plat. The Surveyor will coordinate with the Client on the dedication and consents for the plat. Kimley-Horn will remain available to provide assistance in obtaining the necessary documents required for processing the plat; submitting and processing the plat through the City of Palm Coast; receiving and assistance in making revisions per staff's review; and submittal of documents relative to final plat approval.

If additional final plat submittals are required, it shall be considered an additional service.

## **Task 7 – Wetland and Environmental Permitting Assistance**

Kimley-Horn will be available to coordinate and assist with the Client's environmental consultant, Carter Environmental, with applying for a formal wetland determination through the SJRWMD and FDEP, as requested and authorized, on an hourly basis. This task assumes up to 50 hours of assisting the Client's environmental consultant.

## **Task 8 – Construction Phase Services**

Kimley-Horn will be available to provide construction phase services as requested to support the development. A fee estimate has been provided for this Task and assumes up to 3 manhours per week (170 hours total) throughout the estimated 13 month construction schedule. These services may include, but are not limited to:

- Attend construction meetings
- Review and approval of shop drawings and submittals required for the site improvements controlled by our design of documents.
- Review and reply to Contractor's request for information during construction phase.
- Site visits shall be coordinated with the Client and General Contractor to include: Pre-construction meeting with General Contractor; punch list inspection; and close-out review.
- Review of "as-built" documents, submitted by the General Contractor, and assist with obtaining final inspections and Certifications of Completion, as required for approval of the project.
- Coordination of bond releases and maintenance bonds.
- Submit Certifications of Completion as required to appropriate agencies.

If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

## INFORMATION PROVIDED BY THE CLIENT

If readily available, the Client will provide any information upon which Kimley-Horn will rely. The complete and current information, which we anticipate will be provided to us by others for our use is as follows:

- A. Access to Property
- B. Permit Application Fees and Review Fees
- C. Boundary, Topographic and Tree Survey in AutoCAD by a registered surveyor
- D. Archaeological services
- E. Biological assessment and permitting
- F. Environmental Survey and Permitting
- G. Site Signage Plans
- H. Geotechnical Investigation
- I. Environmental Phase 1 and 2
- J. School Board Capacity Agreement

## ADDITIONAL SERVICES

Any items requested that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. Kimley-Horn can provide the following services, but they are not included in the limited scope of this Agreement:

- 1. Any Offsite Design/Permitting not included in this scope
- 2. Traffic Signal Design
- 3. Structural Engineering
- 4. Bridge Design
- 5. Permitting with any governing agencies beyond the efforts specified above
- 6. Meetings above and beyond those specified above
- 7. Permit modifications due to Client requested plan revisions
- 8. Maintenance of Traffic Plans
- 9. Design of off-site utility improvements such as water or sewer main extensions
- 10. Hardscape Plans and Details
- 11. Enhanced Landscape Plans
- 12. Individual Lot tree Planting Plans
- 13. Amenity Area design concepting and Construction documentation
- 14. 3D Conceptual Imaging, Illustrative Renderings and Presentation Graphics
- 15. Signage design / Decorative Monument signs
- 16. Accent landscape lighting
- 17. Building permit for site lighting
- 18. Electrical or Telecommunication conduit design.
- 19. Floodplain Studies (BFE Determination)
- 20. LEED certification analysis and verification
- 21. ADA certification analysis and verification
- 22. Traffic analysis beyond the scope described above
- 23. Data collection beyond the scope described above
- 24. Additional analyses due to development plan revision(s)
- 25. Analysis or development of offsite mitigation strategies, costs, or schedules, etc.
- 26. Subsurface Utility Investigation Services
- 27. Detailed TTCP Sheets
- 28. Drainage structure cross-sections
- 29. FAA Permitting

**SCHEDULE**

Consultant shall provide the services described in the above scope as expeditiously as practical to meet the mutually agreed upon schedule. Should the project schedule be impacted by project design elements that Kimley-Horn is solely responsible for, Kimley-Horn will dedicate additional staff resources in an effort to maintain the project schedule at no additional cost to the Client. Consultant will not be responsible for project schedule delays that arise from changes to the Site Plan once design has commenced, the Client's other consultants, municipal review agencies, Client directed changes, or any other delays that arise due to circumstances outside of the Consultant's control.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

## FEE AND BILLING

TASKS		FEE
1	Subdivision Master Plan	\$11,500
2	Master Drainage Infrastructure Plan	\$26,900
3	Traffic Impact Analysis	\$6,800
4	Construction Drawings (Site Plan) and Preliminary Plat	\$62,000
5	Agency Permitting	\$28,000
6	Final Plat Assistance and Coordination	\$7,000
7	Wetland and Environmental Permitting Assistance	\$5,000 (Not to Exceed)
8	Construction Phase Services	\$35,000 (Not to Exceed)

Kimley-Horn will perform the services described in Tasks 1 through 6 lump sum plus expense basis. Tasks 6 through 7 will be invoiced on an hourly plus expense basis.

Please execute one copy of this Amendment No. 1 and return to our office for further processing.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Tyler Suddeth, P.E.  
Project Manager



Brooks A. Stickler, P.E.  
Vice President

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Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2022

**KOLTER GROUP ACQUISITIONS LLC**

By:

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Title)

(Date)

(Print or Type Name)

**SECOND AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES between Owner and Consultant** (the "Amendment") is effective this 28th day of April, 2023 and is made by and between CRE-KL Seminole Woods Owner LLC ("Owner") and Kimley Horn and Associates, Inc. ("Consultant.")

WHEREAS, the Owner and Consultant entered into that certain Agreement For Professional Services with the effective date of February 24, 2022 (hereinafter referred to as the "PSA").

WHEREAS the PSA and this Amendment shall hereinafter be referred to collectively as the "Agreement".

NOW, THEREFORE, Exhibit A of the Agreement is hereby amended by adding Exhibit A attached hereto, which together, shall be one exhibit.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed on the day and year first above written.


**CONSULTANT**

**KIMLEY HORN AND ASSOCIATES, INC.**  
a North Carolina corporation

Authorized Signature DocuSigned by: Brooks Stickler Date: 5/3/2023  
65762E37D05540B...  
Print Name/Title Brooks Stickler Associate

**OWNER**

**CRE-KL Seminole Woods Owner LLC**  
a Delaware limited liability company

Authorized Signature  Date: 5-8-2023  
Print Name/Title JAMES P. HORNER AUTHORIZED SIGNATORY



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

# Kimley»Horn

April 20, 2023

James P. Harvey  
CRE-KL Seminole Woods Owner, LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

Re: Seminole Palms West (Enclave)  
Seminole Woods Blvd near Grand Landings Pkwy  
City of Palm Coast, FL  
Amendment 2

Dear Mr. Harvey:

This revised letter will serve to amend our current contract dated February 24, 2022. We propose the following tasks and corresponding fees:

## SCOPE OF SERVICES

### **Task 1 – Site Plan/Construction Document Revisions**

Per the Client's request, Kimley-Horn revised the site plan and all construction documents to remove the gated entrance and replace it with a non-gated entrance, after a permit set was completed and submitted to SJRWMD.

Per the Client's request, Kimley-Horn revised the site plan and all construction documents to accommodate an existing well site location and add one lot (183 lots total) after construction documents had been completed for the non-gated entrance. This revision included shifting of the road alignment to ensure that lots were not located within any existing or proposed easement, reconfiguration of a pond and utility re-design.

Per the Client's request, Kimley-Horn revised the site plan and all construction documents to accommodate a secondary access road from Citation Blvd into the development, remove the emergency access/secondary access previously shown at the Northeast corner of the site plan, located and remove one lot (182 lots total) to accommodate the proposed secondary access after a SJRWMD submittal was complete for resubmittal. This revision included regrading, impacts to a pond, drainage modeling and revised drainage calculations.

Kimley-Horn revised all construction documents to reflect the final revised site plan attached in Appendix A of this document including, but not limited to the following:

- Cover Sheet
- Stormwater Pollution Prevention Plan
- Site Plan (Horizontal Control & Signing and Marking Plan)
- Paving, Grading and Drainage Plan
- Utility Plans
- Road Plan and Profile Sheets
- Sanitary Sewer Plan and Profile Sheets
- Civil Details and Construction Specifications

### **Task 2 – City of Flagler Beach Reclaimed Water Main Relocation**

The client would like to vacate an existing reclaimed water main easement that is currently dedicated to the City of Flagler Beach and Kimley-Horn will assist the Client in re-designing ±4600 LF of the

# Kimley»»Horn

Page 2

reclaimed water main and provide two proposed well locations that will comply with the City of Flagler Beach's utility standards. Kimley-Horn shall coordinate with the appropriate agencies and municipalities to provide construction level documentation of the reclaimed water main relocation.

## **Task 3 – Agency Permitting**

In addition to the original contract and original required permits, Kimley-Horn shall submit, on the Owner's behalf, the following permitting package:

- City of Flagler Beach\*

\*The City of Flagler Beach does not require a formal utility permit for the reclaimed water main relocation. However, Kimley-Horn will be required to submit an informal package to the Utility Department and as such, Kimley Horn will provide up to two (2) requests for information during this agency review process. Should the City of Flagler Beach require a formal permit, this shall be considered as additional services.

Any permitting efforts through agencies not listed above can be provided as an additional service.

Kimley-Horn will provide up to two (2) requests for information during the agency review process for obtaining the above permits.

Permit fees and impact fees are not included. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Owner. Kimley-Horn is not responsible for extending time-limited entitlements or permits. Kimley-Horn may provide services related to permit time extension requests and/or re-application of expired permits as an additional service.

Any changes to the plans or scope of work requested by others after permit drawings are submitted to the above regulatory agencies will be addressed as additional services.

Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. The Consultant does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.

Responding to requests for additional information beyond what is normal and customary, and responding to permitting issues beyond our control are outside of this scope of services and will be provided, as needed, as an Additional Service only after prior written authorization by Owner. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

## **INFORMATION PROVIDED BY THE CLIENT**

If readily available, the Client will provide any information upon which Kimley-Horn will rely. The complete and current information, which we anticipate will be provided to us by others for our use is as follows:

- Access to Property
- As-Built information for the existing water main located on site
- Permit Application Fees and Review Fees

## **ADDITIONAL SERVICES**

Any items requested that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. Kimley-Horn can provide the following

# Kimley»Horn

services, but they are not included in the limited scope of this Agreement:

- Any Offsite Design/Permitting not included in this scope
- Permitting with any governing agencies beyond the efforts specified above

### SCHEDULE

Consultant shall provide the services described in the above scope as expeditiously as practical to meet the mutually agreed upon schedule. Should the project schedule be impacted by project design elements that Kimley-Horn is solely responsible for, Kimley-Horn will dedicate additional staff resources in an effort to maintain the project schedule at no additional cost to the Client. Consultant will not be responsible for project schedule delays that arise from changes to the Site Plan once design has commenced, the Client's other consultants, municipal review agencies, Client directed changes, or any other delays that arise due to circumstances outside of the Consultant's control.

### FEE AND BILLING

TASKS		FEE
1	Site Plan/Construction Document Revisions	\$25,000
2	City of Flagler Beach Water Main Relocation	\$15,000
3	Agency Permitting	\$8,500


Kimley-Horn will perform the services described in Tasks 1 through 3 on a lump sum plus expense basis.

All other terms and conditions of our original agreement shall remain in full force and effect.

Please execute one copy of this Amendment No. 2 and return to our office for further processing.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Kiana C. Nieves, E.I.  
Project Manager



Brooks A. Sticker, P.E.  
Vice President

K:\ORL\_Civil\249027003-Enclave at Seminole Palms\JOBSTARTS & CONTRACTS\Amendment 2-Engineering Services 2023-02-24.docx

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2023

**CRE-KL SEMINOLE WOODS OWNER, LLC**

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

### SUMMARY OF INVOICES AS OF 05/02/2023

This is not an invoice. It is a summary of outstanding invoices.  
 Please disregard this notice if you have already sent payment for the invoices referenced below.

Project	Project Name	Invoice Date	Invoice	Invoice Amount	Amount Received	Balance Due
<b>Project Manager: NIEVES, KIANA</b>						
249006000	SEMINOLE WOODS MIXED USE	06/30/21	249006000-0621	31,592.45	31,592.45	0.00
		07/31/21	249006000-0721	5,100.43	5,100.43	0.00
		09/30/21	249006000-0921	16,238.15	16,238.15	0.00
		10/31/21	249006000-1021	28,393.40	28,393.40	0.00
		11/30/21	249006000-1121	88,600.00	88,600.00	0.00
		12/31/21	249006000-1221	36,103.52	36,103.52	0.00
		01/31/22	249006000-0122	22,971.90	22,971.90	0.00
		02/28/22	249006000-0222	27,743.02	27,743.02	0.00
		03/31/22	249006000-0322	44,968.78	44,968.78	0.00
		04/30/22	249006000-0422	38,263.09	38,263.09	0.00
		05/31/22	249006000-0522	24,360.72	24,360.72	0.00
		07/31/22	249006000-0722	41,155.17	41,155.17	0.00
		08/31/22	249006000-0822	105,971.88	105,971.88	0.00
		09/30/22	249006000-0922	24,770.44	24,770.44	0.00
		02/28/23	249006000-0223	68,920.00	68,920.00	0.00
		03/31/23	249006000-0323	67,105.00	0.00	67,105.00
		<b>TOTAL FOR SEMINOLE WOODS MIXED USE</b>				<b>672,257.95</b>
<b>TOTAL FOR INVOICES</b>				<b>672,257.95</b>	<b>605,152.95</b>	<b>67,105.00</b>
					<b>TOTAL AMOUNT DUE</b>	<b>\$67,105.00</b>



KOLTER LAND PARTNERS, LLC  
ATTN: ERIC MORRISETTE  
VP OF ACQUISITIONS  
14025 RIVEREDGE DR, SUITE 175  
TAMPA, FL 33637

### Payment Information

**Please Send Payments to:**

KIMLEY-HORN AND ASSOCIATES, INC.  
P.O. BOX 932520  
ATLANTA, GA 31193-2520

**For Electronic Payments:**

ABA#: 121000248  
Bank Name and Address: Wells Fargo Bank, N.A., San Francisco, CA 94163  
Account Number: 207 308 915 9554  
Account Name: Kimley-Horn and Associates, Inc.

Please be sure to include the project number(s) and invoice number(s) in the addenda records.  
Wire transfer information is available upon request.

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0422**  
**Invoice Date: Apr 30, 2022**  
**Invoice Amount: \$38,263.09**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Apr 30, 2022**

**Client Reference:**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
<b>AMENDMENT</b>					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
<b>AMENDMENT 2</b>					
<b>TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN</b>					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	90.00%	61,650.00	54,800.00	6,850.00
<b>TASK 1B - CITATION BLVD</b>	<b>11,900.00</b>	<b>90.00%</b>	<b>10,710.00</b>	<b>9,520.00</b>	<b>1,190.00</b>
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	100.00%	9,800.00	9,800.00	0.00
<b>TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) &amp; PRELIM PLAT</b>					
TASK 3A - TOWNHOME	71,400.00	30.00%	21,420.00	21,420.00	0.00
TASK 3B - SINGLE FAMILY	141,500.00	85.00%	120,275.00	120,275.00	0.00
<b>TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS</b>	<b>78,800.00</b>	<b>70.00%</b>	<b>55,160.00</b>	<b>31,520.00</b>	<b>23,640.00</b>
<b>TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN</b>	<b>11,500.00</b>	<b>70.00%</b>	<b>8,050.00</b>	<b>4,600.00</b>	<b>3,450.00</b>
<b>TASK 5 - AGENCY PERMITTING</b>					
TASK 5A - TOWNHOME AND SINGLE FAMILY	45,600.00	0.00%	0.00	0.00	0.00
TASK 5B - CITATION BLVD	18,500.00	0.00%	0.00	0.00	0.00
<b>TASK 6 - FINAL PLAT ASSISTANCE AND COORDINATION</b>					
TASK 6A - PHASE 1A	7,000.00	0.00%	0.00	0.00	0.00
TASK 6B - PHASE 1B	7,000.00	0.00%	0.00	0.00	0.00
TASK 6C - PHASE 2	7,000.00	0.00%	0.00	0.00	0.00
TASK 6D - PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 - SEMINOLE WOOD BLVD OFFSITE IMPROVEMENTS	16,500.00	50.00%	8,250.00	8,250.00	0.00
TASK 8 CITY FLOODPLAN AND FEMA LOMR/CLOMR PERMITTING ASSISTANCE	20,458.89	7.08%	1,448.28	0.00	1,448.28

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0422**  
**Invoice Date: Apr 30, 2022**  
**Invoice Amount: \$38,263.09**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Apr 30, 2022**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 9 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	10,420.65	46.33%	4,827.60	3,282.77	1,544.83
<b>TASK 10 CONSTRUCTION PHASE SERVICES</b>					
TASK 10A - PHASE 1A	14,435.95	0.00%	0.00	0.00	0.00
TASK 10B - PHASE 1B	27,533.46	0.00%	0.00	0.00	0.00
TASK 10C - PHASE 2	23,040.15	0.00%	0.00	0.00	0.00
TASK 10D - PHASE 3	29,349.90	0.00%	0.00	0.00	0.00
TASK 11 - CITATION BLVD	30,975.14	0.00%	0.00	0.00	0.00
<b>EXPENSES</b>					
OFFICE EXPENSE	8,074.44	14.52%	1,172.32	1,034.64	137.68
REIMBURSABLE EXPENSES	0.00	HOURLY	1,402.29	1,399.99	2.30
Subtotal	702,100.00		339,974.74	301,711.65	38,263.09
Total					38,263.09

**Total Invoice: \$38,263.09**



KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0422  
 Invoice Date: Apr 30, 2022  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

### COST PLUS MAX

KHA Ref # 249006000.3-21475123

Task	Description	Hrs/Qty	Rate	Current Amount Due
FLDPLN & FEMA LOMR/CLOMR	SENIOR PROFESSIONAL I	7.5	193.10	1,448.28
TOTAL FLDPLN & FEMA LOMR/CLOMR		7.5		1,448.28
WETLAND&ENVIRO PERMIT	SENIOR PROFESSIONAL I	8.0	193.10	1,544.83
TOTAL WETLAND&ENVIRO PERMIT		8.0		1,544.83
OFFICE EXPENSE	OFFICE EXPENSE			137.68
TOTAL OFFICE EXPENSE				137.68
TOTAL LABOR AND EXPENSE DETAIL				3,130.79

### HOURLY

KHA Ref # 249006000.2-21475122

Task	Description	Hrs/Qty	Rate	Current Amount Due
EXPENSES	BOND PLOTS	1.0	2.30	2.30
TOTAL EXPENSES		1.0		2.30
TOTAL LABOR AND EXPENSE DETAIL				2.30

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

Please remit payment electronically to:		If paying by check, please remit to:	
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.	
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163	P.O. BOX 932520	
Account Number:	2073089159554	ATLANTA, GA 31193-2520	
ABA#:	121000248		

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0522  
 Invoice Date: May 31, 2022  
 Invoice Amount: \$24,360.72  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED USE  
 Project Manager: SUDDETH, TYLER

Federal Tax Id: 56-0885615  
 For Services Rendered through May 31, 2022

Client Reference:

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
AMENDMENT 2					
TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	90.00%	61,650.00	61,650.00	0.00
TASK 1B - CITATION BLVD	11,900.00	90.00%	10,710.00	10,710.00	0.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	100.00%	9,800.00	9,800.00	0.00
TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT					
TASK 3A - TOWNHOME	71,400.00	30.00%	21,420.00	21,420.00	0.00
TASK 3B - SINGLE FAMILY	141,500.00	85.00%	120,275.00	120,275.00	0.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	80.00%	63,040.00	55,160.00	7,880.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	80.00%	9,200.00	8,050.00	1,150.00
TASK 5 - AGENCY PERMITTING					
TASK 5A - TOWNHOME AND SINGLE FAMILY	45,600.00	15.00%	6,840.00	0.00	6,840.00
TASK 5B - CITATION BLVD	18,500.00	0.00%	0.00	0.00	0.00
TASK 6 - FINAL PLAT ASSISTANCE AND COORDINATION					
TASK 6A - PHASE 1A	7,000.00	0.00%	0.00	0.00	0.00
TASK 6B - PHASE 1B	7,000.00	0.00%	0.00	0.00	0.00
TASK 6C - PHASE 2	7,000.00	0.00%	0.00	0.00	0.00
TASK 6D - PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 - SEMINOLE WOOD BLVD OFFSITE IMPROVEMENTS	16,500.00	75.00%	12,375.00	8,250.00	4,125.00
TASK 8 CITY FLOODPLAN AND FEMA LOMR/CLOMR PERMITTING ASSISTANCE	20,458.89	18.88%	3,862.08	1,448.28	2,413.80

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0522**  
**Invoice Date: May 31, 2022**  
**Invoice Amount: \$24,360.72**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through May 31, 2022**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 9 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	10,420.65	63.01%	6,565.54	4,827.60	1,737.94
<b>TASK 10 CONSTRUCTION PHASE SERVICES</b>					
TASK 10A - PHASE 1A	14,435.95	0.00%	0.00	0.00	0.00
TASK 10B - PHASE 1B	27,533.46	0.00%	0.00	0.00	0.00
TASK 10C - PHASE 2	23,040.15	0.00%	0.00	0.00	0.00
TASK 10D - PHASE 3	29,349.90	0.00%	0.00	0.00	0.00
TASK 11 - CITATION BLVD	30,975.14	0.00%	0.00	0.00	0.00
<b>EXPENSES</b>					
OFFICE EXPENSE	8,074.44	16.88%	1,363.30	1,172.32	190.98
REIMBURSABLE EXPENSES	0.00	HOURLY	1,425.29	1,402.29	23.00
Subtotal	702,100.00		364,335.46	339,974.74	24,360.72
Total					24,360.72

**Total Invoice: \$24,360.72**

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0522  
 Invoice Date: May 31, 2022  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

**COST PLUS MAX**  
 KHA Ref # 249006000.3-21711789

Task	Description	Hrs/Qty	Rate	Current Amount Due
FLDPLN & FEMA LOMR/CLOMR	SENIOR PROFESSIONAL I	12.5	193.10	2,413.80
TOTAL FLDPLN & FEMA LOMR/CLOMR		12.5		2,413.80
WETLAND&ENVIRO PERMIT	SENIOR PROFESSIONAL I	9.0	193.10	1,737.94
TOTAL WETLAND&ENVIRO PERMIT		9.0		1,737.94
OFFICE EXPENSE	OFFICE EXPENSE			190.98
TOTAL OFFICE EXPENSE				190.98
TOTAL LABOR AND EXPENSE DETAIL				4,342.72

**HOURLY**  
 KHA Ref # 249006000.2-21711788

Task	Description	Hrs/Qty	Rate	Current Amount Due
EXPENSES	BOND PLOTS	10.0	2.30	23.00
TOTAL EXPENSES		10.0		23.00
TOTAL LABOR AND EXPENSE DETAIL				23.00

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

Please remit payment electronically to:		If paying by check, please remit to:	
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.	
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163	P.O. BOX 932520	
Account Number:	2073089159554	ATLANTA, GA 31193-2520	
ABA#:	121000248		

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0722  
 Invoice Date: Jul 31, 2022  
 Invoice Amount: \$41,155.17  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED USE  
 Project Manager: SUDDETH, TYLER

Federal Tax Id: 56-0885615  
 For Services Rendered through Jul 31, 2022

Client Reference:

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
AMENDMENT 2					
TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	100.00%	68,500.00	61,650.00	6,850.00
TASK 1B - CITATION BLVD	11,900.00	100.00%	11,900.00	10,710.00	1,190.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	100.00%	9,800.00	9,800.00	0.00
TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT					
TASK 3A - TOWNHOME	71,400.00	30.00%	21,420.00	21,420.00	0.00
TASK 3B - SINGLE FAMILY	141,500.00	95.00%	134,425.00	120,275.00	14,150.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	95.00%	74,860.00	63,040.00	11,820.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	90.00%	10,350.00	9,200.00	1,150.00
TASK 5 - AGENCY PERMITTING					
TASK 5A - TOWNHOME AND SINGLE FAMILY	45,600.00	15.00%	6,840.00	6,840.00	0.00
TASK 5B - CITATION BLVD	18,500.00	0.00%	0.00	0.00	0.00
TASK 6 - FINAL PLAT ASSISTANCE AND COORDINATION					
TASK 6A - PHASE 1A	7,000.00	0.00%	0.00	0.00	0.00
TASK 6B - PHASE 1B	7,000.00	0.00%	0.00	0.00	0.00
TASK 6C - PHASE 2	7,000.00	0.00%	0.00	0.00	0.00
TASK 6D - PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 - SEMINOLE WOOD BLVD OFFSITE IMPROVEMENTS	16,500.00	75.00%	12,375.00	12,375.00	0.00
TASK 8 CITY FLOODPLAN AND FEMA LOMR/CLOMR PERMITTING ASSISTANCE	20,458.89	30.42%	6,223.03	3,862.08	2,360.95

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0722**  
**Invoice Date: Jul 31, 2022**  
**Invoice Amount: \$41,155.17**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Jul 31, 2022**

**Client Reference:**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 9 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	10,420.65	95.33%	9,933.91	6,565.54	3,368.37
<b>TASK 10 CONSTRUCTION PHASE SERVICES</b>					
TASK 10A - PHASE 1A	14,435.95	0.00%	0.00	0.00	0.00
TASK 10B - PHASE 1B	27,533.46	0.00%	0.00	0.00	0.00
TASK 10C - PHASE 2	23,040.15	0.00%	0.00	0.00	0.00
TASK 10D - PHASE 3	29,349.90	0.00%	0.00	0.00	0.00
TASK 11 - CITATION BLVD	30,975.14	0.00%	0.00	0.00	0.00
<b>EXPENSES</b>					
OFFICE EXPENSE	8,074.44	20.15%	1,626.85	1,363.30	263.55
REIMBURSABLE EXPENSES	0.00	HOURLY	1,427.59	1,425.29	2.30
Subtotal	702,100.00		405,490.63	364,335.46	41,155.17
Total					41,155.17

**Total Invoice: \$41,155.17**

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0722  
 Invoice Date: Jul 31, 2022  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

**COST PLUS MAX**  
 KHA Ref # 249006000.3-22161763

Task	Description	Hrs/Qty	Rate	Current Amount Due
FLDPLN & FEMA LOMR/CLOMR	PROFESSIONAL	1.0	140.26	140.26
	SENIOR PROFESSIONAL I	11.5	193.10	2,220.69
TOTAL FLDPLN & FEMA LOMR/CLOMR		12.5		2,360.95
WETLAND&ENVIRO PERMIT	SENIOR PROFESSIONAL I	5.0	193.10	965.52
		11.5	208.94	2,402.85
TOTAL WETLAND&ENVIRO PERMIT		16.5		3,368.37
OFFICE EXPENSE	OFFICE EXPENSE			263.55
TOTAL OFFICE EXPENSE				263.55
TOTAL LABOR AND EXPENSE DETAIL				5,992.87

**HOURLY**  
 KHA Ref # 249006000.2-22161762

Task	Description	Hrs/Qty	Rate	Current Amount Due
EXPENSES	BOND PLOTS	1.0	2.30	2.30
TOTAL EXPENSES		1.0		2.30
TOTAL LABOR AND EXPENSE DETAIL				2.30

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

<p><b>Please remit payment electronically to:</b></p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC.          Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163          Account Number: 2073089159554          ABA#: 121000248</p>	<p><b>If paying by check, please remit to:</b></p> <p>KIMLEY-HORN AND ASSOCIATES, INC.          P.O. BOX 932520          ATLANTA, GA 31193-2520</p>
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KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0822  
 Invoice Date: Aug 31, 2022  
 Invoice Amount: \$105,971.88

Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED USE  
 Project Manager: SUDDETH, TYLER

Federal Tax Id: 56-0885615  
 For Services Rendered through Aug 31, 2022

Client Reference:

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
<b>AMENDMENT</b>					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
<b>AMENDMENT 2</b>					
<b>TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN</b>					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	100.00%	68,500.00	68,500.00	0.00
TASK 1B - CITATION BLVD	11,900.00	100.00%	11,900.00	11,900.00	0.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	100.00%	9,800.00	9,800.00	0.00
<b>TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) &amp; PRELIM PLAT</b>					
TASK 3A - TOWNHOME	71,400.00	75.00%	53,550.00	21,420.00	32,130.00
TASK 3B - SINGLE FAMILY	141,500.00	100.00%	141,500.00	134,425.00	7,075.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	100.00%	78,800.00	74,860.00	3,940.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	100.00%	11,500.00	10,350.00	1,150.00
<b>TASK 5 - AGENCY PERMITTING</b>					
TASK 5A - TOWNHOME AND SINGLE FAMILY	45,600.00	95.00%	43,320.00	6,840.00	36,480.00
TASK 5B - CITATION BLVD	18,500.00	95.00%	17,575.00	0.00	17,575.00
<b>TASK 6 - FINAL PLAT ASSISTANCE AND COORDINATION</b>					
TASK 6A - PHASE 1A	7,000.00	0.00%	0.00	0.00	0.00
TASK 6B - PHASE 1B	7,000.00	0.00%	0.00	0.00	0.00
TASK 6C - PHASE 2	7,000.00	0.00%	0.00	0.00	0.00
TASK 6D - PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 - SEMINOLE WOOD BLVD OFFSITE IMPROVEMENTS	16,500.00	100.00%	16,500.00	12,375.00	4,125.00
TASK 8 - CITY FLOODPLAN AND FEMA LOMR/ CLOMR PERMITTING ASSISTANCE	20,458.89	46.76%	9,566.13	6,223.03	3,343.10



<p><b>Please remit payment electronically to:</b></p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC.          Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163          Account Number: 2073089159554          ABA#: 121000248</p>	<p><b>If paying by check, please remit to:</b></p> <p>KIMLEY-HORN AND ASSOCIATES, INC.          P.O. BOX 932520          ATLANTA, GA 31193-2520</p>
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KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0822  
 Invoice Date: Aug 31, 2022  
 Invoice Amount: \$105,971.88  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED USE  
 Project Manager: SUDDETH, TYLER

Federal Tax Id: 56-0885615  
 For Services Rendered through Aug 31, 2022

Client Reference:

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 9 - WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	10,420.65	95.33%	9,933.91	9,933.91	0.00
<b>TASK 10 - CONSTRUCTION PHASE SERVICES</b>					
TASK 10A - PHASE 1A	14,435.95	0.00%	0.00	0.00	0.00
TASK 10B - PHASE 1B	27,533.46	0.00%	0.00	0.00	0.00
TASK 10C - PHASE 2	23,040.15	0.00%	0.00	0.00	0.00
TASK 10D - PHASE 3	29,349.90	0.00%	0.00	0.00	0.00
TASK 11 - CITATION BLVD	30,975.14	0.00%	0.00	0.00	0.00
<b>EXPENSES</b>					
OFFICE EXPENSE	8,074.44	22.05%	1,780.63	1,626.85	153.78
REIMBURSABLE EXPENSES	0.00	HOURLY	1,427.59	1,427.59	0.00
<b>Subtotal</b>	<b>702,100.00</b>		<b>511,462.51</b>	<b>405,490.63</b>	<b>105,971.88</b>
<b>Total</b>					<b>105,971.88</b>

**Total Invoice: \$105,971.88**

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0822  
 Invoice Date: Aug 31, 2022  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

**COST PLUS MAX**

KHA Ref # 249006000.3-22489878

Task	Description	Hrs/Qty	Rate	Current Amount Due
FLDPLN & FEMA LOMR/CLOMR	SENIOR PROFESSIONAL I	16.0	208.94	3,343.10
<b>TOTAL FLDPLN &amp; FEMA LOMR/CLOMR</b>		<b>16.0</b>		<b>3,343.10</b>
OFFICE EXPENSE	OFFICE EXPENSE			153.78
<b>TOTAL OFFICE EXPENSE</b>				<b>153.78</b>
<b>TOTAL LABOR AND EXPENSE DETAIL</b>				<b>3,496.88</b>

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

Please remit payment electronically to:		If paying by check, please remit to:	
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.	
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163	P.O. BOX 932520	
Account Number:	2073089159554	ATLANTA, GA 31193-2520	
ABA#:	121000248		

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0922  
 Invoice Date: Sep 30, 2022  
 Invoice Amount: \$24,770.44  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED USE  
 Project Manager: SUDDETH, TYLER  
 Client Reference:

Federal Tax Id: 56-0885615  
 For Services Rendered through Sep 30, 2022

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
AMENDMENT 2					
TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	100.00%	68,500.00	68,500.00	0.00
TASK 1B - CITATION BLVD	11,900.00	100.00%	11,900.00	11,900.00	0.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	100.00%	9,800.00	9,800.00	0.00
TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT					
TASK 3A - TOWNHOME	71,400.00	100.00%	71,400.00	53,550.00	17,850.00
TASK 3B - SINGLE FAMILY	141,500.00	100.00%	141,500.00	141,500.00	0.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	100.00%	78,800.00	78,800.00	0.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	100.00%	11,500.00	11,500.00	0.00
TASK 5 - AGENCY PERMITTING					
TASK 5A - TOWNHOME AND SINGLE FAMILY	45,600.00	100.00%	45,600.00	43,320.00	2,280.00
<b>TASK 5B - CITATION BLVD</b>	<b>18,500.00</b>	<b>100.00%</b>	<b>18,500.00</b>	<b>17,575.00</b>	<b>925.00</b>
TASK 6 - FINAL PLAT ASSISTANCE AND COORDINATION					
TASK 6A - PHASE 1A	7,000.00	0.00%	0.00	0.00	0.00
TASK 6B - PHASE 1B	7,000.00	0.00%	0.00	0.00	0.00
TASK 6C - PHASE 2	7,000.00	0.00%	0.00	0.00	0.00
TASK 6D - PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 - SEMINOLE WOOD BLVD OFFSITE IMPROVEMENTS	16,500.00	100.00%	16,500.00	16,500.00	0.00
TASK 8 - CITY FLOODPLAN AND FEMA LOMR/CLOMR PERMITTING ASSISTANCE	20,458.89	64.12%	13,118.18	9,566.13	3,552.05



Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0922**  
**Invoice Date: Sep 30, 2022**  
**Invoice Amount: \$24,770.44**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Sep 30, 2022**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 9 - WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	10,420.65	95.33%	9,933.91	9,933.91	0.00
TASK 10 - CONSTRUCTION PHASE SERVICES					
TASK 10A - PHASE 1A	14,435.95	0.00%	0.00	0.00	0.00
TASK 10B - PHASE 1B	27,533.46	0.00%	0.00	0.00	0.00
TASK 10C - PHASE 2	23,040.15	0.00%	0.00	0.00	0.00
TASK 10D - PHASE 3	29,349.90	0.00%	0.00	0.00	0.00
TASK 11 - CITATION BLVD	30,975.14	0.00%	0.00	0.00	0.00
EXPENSES					
OFFICE EXPENSE	8,074.44	24.08%	1,944.02	1,780.63	163.39
REIMBURSABLE EXPENSES	0.00	HOURLY	1,427.59	1,427.59	0.00
Subtotal	702,100.00		536,232.95	511,462.51	24,770.44
Total					24,770.44

**Total Invoice: \$24,770.44**

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0922  
 Invoice Date: Sep 30, 2022  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

COST PLUS MAX  
 KHA Ref # 249006000.3-22696617

Task	Description	Hrs/Qty	Rate	Current Amount Due
FLDPLN & FEMA LOMR/CLOMR	SENIOR PROFESSIONAL I	17.0	208.94	3,552.05
TOTAL FLDPLN & FEMA LOMR/CLOMR		17.0		3,552.05
OFFICE EXPENSE	OFFICE EXPENSE			163.39
TOTAL OFFICE EXPENSE				163.39
TOTAL LABOR AND EXPENSE DETAIL				3,715.44

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

Please remit payment electronically to:		If paying by check, please remit to:	
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.	
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163	P.O. BOX 932520	
Account Number:	2073089159554	ATLANTA, GA 31193-2520	
ABA#:	121000248		

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0223  
 Invoice Date: Feb 28, 2023  
 Invoice Amount: \$68,920.00  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED USE  
 Project Manager: NIEVES, KIANA

Federal Tax Id: 56-0885615  
 For Services Rendered through Feb 28, 2023

Client Reference:

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
<b>AMENDMENT 1</b>					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
<b>AMENDMENT 2</b>					
<b>TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN</b>					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	100.00%	68,500.00	68,500.00	0.00
TASK 1B - CITATION BLVD	11,900.00	100.00%	11,900.00	11,900.00	0.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	100.00%	9,800.00	9,800.00	0.00
<b>TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) &amp; PRELIM PLAT</b>					
TASK 3A - TOWNHOME	71,400.00	100.00%	71,400.00	71,400.00	0.00
TASK 3B - SINGLE FAMILY	141,500.00	100.00%	141,500.00	141,500.00	0.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	100.00%	78,800.00	78,800.00	0.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	100.00%	11,500.00	11,500.00	0.00
<b>TASK 5 - AGENCY PERMITTING</b>					
TASK 5A - TOWNHOME AND SINGLE FAMILY	45,600.00	100.00%	45,600.00	45,600.00	0.00
TASK 5B - CITATION BLVD	18,500.00	100.00%	18,500.00	18,500.00	0.00
<b>TASK 6 - FINAL PLAT ASSISTANCE AND COORDINATION</b>					
TASK 6A - PHASE 1A	7,000.00	0.00%	0.00	0.00	0.00
TASK 6B - PHASE 1B	7,000.00	0.00%	0.00	0.00	0.00
TASK 6C - PHASE 2	7,000.00	0.00%	0.00	0.00	0.00
TASK 6D - PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 - SEMINOLE WOOD BLVD OFFSITE IMPROVEMENTS	16,500.00	100.00%	16,500.00	16,500.00	0.00
TASK 8 - CITY FLOODPLAN AND FEMA LOMR/CLOMR	20,458.89	64.12%	13,118.18	13,118.18	0.00

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0223**  
**Invoice Date: Feb 28, 2023**  
**Invoice Amount: \$68,920.00**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: NIEVES, KIANA**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Feb 28, 2023**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PERMITTING ASSISTANCE					
TASK 9 - WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	10,420.65	95.33%	9,933.91	9,933.91	0.00
TASK 10 - CONSTRUCTION PHASE SERVICES					
TASK 10A - PHASE 1A	14,435.95	0.00%	0.00	0.00	0.00
TASK 10B - PHASE 1B	27,533.46	0.00%	0.00	0.00	0.00
TASK 10C - PHASE 2	23,040.15	0.00%	0.00	0.00	0.00
TASK 10D - PHASE 3	29,349.90	0.00%	0.00	0.00	0.00
TASK 11 - CITATION BLVD	30,975.14	0.00%	0.00	0.00	0.00
AMENDMENT 3					
TASK 1 - BIDDING COORDINATION					
TASK 1A - BIDDING COORDINATION - SINGLE FAMILY	17,500.00	50.00%	8,750.00	0.00	8,750.00
TASK 1B - BIDDING COORDINATION - CITATION BLVD	25,500.00	50.00%	12,750.00	0.00	12,750.00
TASK 2 - CITATION BLVD ROADWAY DESIGN SPEED REVISIONS	45,500.00	50.00%	22,750.00	0.00	22,750.00
TASK 3 - AMENITY CONSTRUCTION PLANS	35,000.00	50.00%	17,500.00	0.00	17,500.00
TASK 4 - TOWNHOME CONSTRUCTION PLANS	23,900.00	30.00%	7,170.00	0.00	7,170.00
TASK 5 - PERMITTING	29,500.00	0.00%	0.00	0.00	0.00
EXPENSES					
OFFICE EXPENSE	8,074.44	24.08%	1,944.02	1,944.02	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	1,427.59	1,427.59	0.00
Subtotal	<b>879,000.00</b>		605,152.95	536,232.95	68,920.00
Total					68,920.00

**Total Invoice: \$68,920.00**







**24900600-0223 ROL HNA.pdf**

DocVerify ID: 5A6410FF-349A-4646-9C71-7351E72D7348  
Created: March 22, 2023 05:06:38 -8:00  
Pages: 1  
Electronic Notary: Yes / State: FL

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**E-Signature Summary**

**E-Signature 1: Heather Stone (HS)**

March 22, 2023 05:07:45 -8:00 [E1433C3EDFB1] [134.238.172.9]  
heather.stone@kimley-horn.com (Principal)

**E-Signature Notary: Tammy L Scarlott (TLS)**

March 22, 2023 05:07:45 -8:00 [DB1BA2F3B7B7] [134.238.172.9]  
tammy.scarlott@kimley-horn.com

I, Tammy L Scarlott, did witness the participants named above electronically sign this document.



**Please remit payment electronically to:**

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163  
 Account Number: 2073089159554  
 ABA#: 121000248

**If paying by check, please remit to:**

KIMLEY-HORN AND ASSOCIATES, INC.  
 P.O. BOX 932520  
 ATLANTA, GA 31193-2520

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0621  
 Invoice Date: Jun 30, 2021  
 Invoice Amount: \$31,592.45

Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED USE  
 Project Manager: SUDDETH, TYLER

Federal Tax Id: 56-0885615  
 For Services Rendered through Jun 30, 2021

Client Reference:

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	0.00	5,400.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	0.00	1,400.00
TASK 3 - PRELIMINARY SITE GRADING	17,686.42	94.28%	16,675.38	0.00	16,675.38
<b>AMENDMENT</b>					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	75.00%	7,350.00	0.00	7,350.00
<b>EXPENSES</b>					
OFFICE EXPENSE	813.58	94.28%	767.07	0.00	767.07
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
<b>Subtotal</b>	<b>35,100.00</b>		<b>31,592.45</b>	<b>0.00</b>	<b>31,592.45</b>
<b>Total</b>					<b>31,592.45</b>

**Total Invoice: \$31,592.45**

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0621  
 Invoice Date: Jun 30, 2021  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

**COST PLUS MAX**

KHA Ref # 249006000.3-19252368

Task	Description	Hrs/Qty	Rate	Current Amount Due
PRELIMINARY SITE GRADING	ANALYST	31.5	114.70	3,612.92
	PROFESSIONAL	45.0	162.79	7,325.64
	SENIOR TECHNICAL SUPPORT	34.5	138.53	4,779.22
	TECHNICAL SUPPORT	14.0	68.40	957.60
<b>TOTAL PRELIMINARY SITE GRADING</b>		<b>125.0</b>		<b>16,675.38</b>
OFFICE EXPENSE	OFFICE EXPENSE			767.07
<b>TOTAL OFFICE EXPENSE</b>				<b>767.07</b>
<b>TOTAL LABOR AND EXPENSE DETAIL</b>				<b>17,442.45</b>

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

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0721**  
**Invoice Date: Jul 31, 2021**  
**Invoice Amount: \$5,100.43**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Jul 31, 2021**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	16,675.38	2,533.87
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	7,350.00	2,450.00
EXPENSES					
OFFICE EXPENSE	888.58	99.44%	883.63	767.07	116.56
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
Subtotal	36,700.00		36,692.88	31,592.45	5,100.43
Total					5,100.43

**Total Invoice: \$5,100.43**

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0721  
 Invoice Date: Jul 31, 2021  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

COST PLUS MAX  
 KHA Ref # 249006000.3-19390078

Task	Description	Hrs/Qty	Rate	Current Amount Due
PRELIMINARY SITE GRADING	ANALYST	0.5	120.32	60.16
	SENIOR PROFESSIONAL I	6.5	176.54	1,147.54
	SENIOR TECHNICAL SUPPORT	6.0	145.44	872.64
	SUPPORT STAFF	1.0	93.53	93.53
	TECHNICAL SUPPORT	5.0	72.00	360.00
TOTAL PRELIMINARY SITE GRADING		19.0		2,533.87
OFFICE EXPENSE	OFFICE EXPENSE			116.56
TOTAL OFFICE EXPENSE				116.56
TOTAL LABOR AND EXPENSE DETAIL				2,650.43

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

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0921**  
**Invoice Date: Sep 30, 2021**  
**Invoice Amount: \$16,238.15**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Sep 30, 2021**

**Client Reference:**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
AMENDMENT 2					
TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	20.00%	13,700.00	0.00	13,700.00
TASK 1B - CITATION BLVD	11,900.00	20.00%	2,380.00	0.00	2,380.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	0.00%	0.00	0.00	0.00
TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT					
TASK 3A - TOWNHOME	71,400.00	0.00%	0.00	0.00	0.00
TASK 3B - SINGLE FAMILY	141,500.00	0.00%	0.00	0.00	0.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	0.00%	0.00	0.00	0.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	0.00%	0.00	0.00	0.00
EXPENSES					
OFFICE EXPENSE	888.58	99.44%	883.63	883.63	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	158.15	0.00	158.15
Subtotal	430,100.00		52,931.03	36,692.88	16,238.15
Total					16,238.15

**Total Invoice: \$16,238.15**

KOLTER LAND PARTNERS, LLC  
ATTN: ERIC MORRISETTE  
VP OF ACQUISITIONS  
14025 RIVEREDGE DR, SUITE 175  
TAMPA, FL 33637

Invoice No: 249006000-0921  
Invoice Date: Sep 30, 2021  
Project No: 249006000  
Project Name: SEMINOLE WOODS MIXED  
USE  
Project Manager: SUDDETH, TYLER

## HOURLY

KHA Ref # 249006000.2-19831599

Task	Description	Hrs/Qty	Rate	Current Amount Due
EXPENSES	PRINTING			158.15
TOTAL EXPENSES				158.15
TOTAL LABOR AND EXPENSE DETAIL				158.15

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

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-1021**  
**Invoice Date: Oct 31, 2021**  
**Invoice Amount: \$28,393.40**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Oct 31, 2021**

**Client Reference:**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
AMENDMENT 2					
TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	55.00%	37,675.00	13,700.00	23,975.00
<b>TASK 1B - CITATION BLVD</b>	<b>11,900.00</b>	<b>55.00%</b>	<b>6,545.00</b>	<b>2,380.00</b>	<b>4,165.00</b>
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	0.00%	0.00	0.00	0.00
TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT					
TASK 3A - TOWNHOME	71,400.00	0.00%	0.00	0.00	0.00
TASK 3B - SINGLE FAMILY	141,500.00	0.00%	0.00	0.00	0.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	0.00%	0.00	0.00	0.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	0.00%	0.00	0.00	0.00
EXPENSES					
OFFICE EXPENSE	888.58	99.44%	883.63	883.63	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	411.55	158.15	253.40
Subtotal	430,100.00		81,324.43	52,931.03	28,393.40
Total					28,393.40

**Total Invoice: \$28,393.40**



KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-1021  
 Invoice Date: Oct 31, 2021  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

**HOURLY**

KHA Ref # 249006000.2-20005968

Task	Description	Hrs/Qty	Rate	Current Amount Due
EXPENSES	BOND PLOTS	70.0	2.30	161.00
	VEHICLE MILEAGE	165.0	0.56	92.40
TOTAL EXPENSES		235.0		253.40
TOTAL LABOR AND EXPENSE DETAIL				253.40

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

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-1121**  
**Invoice Date: Nov 30, 2021**  
**Invoice Amount: \$88,600.00**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Nov 30, 2021**

**Client Reference:**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
AMENDMENT 2					
TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	55.00%	37,675.00	37,675.00	0.00
TASK 1B - CITATION BLVD	11,900.00	55.00%	6,545.00	6,545.00	0.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	0.00%	0.00	0.00	0.00
TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT					
TASK 3A - TOWNHOME	71,400.00	25.00%	17,850.00	0.00	17,850.00
TASK 3B - SINGLE FAMILY	141,500.00	50.00%	70,750.00	0.00	70,750.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	0.00%	0.00	0.00	0.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	0.00%	0.00	0.00	0.00
EXPENSES					
OFFICE EXPENSE	888.58	99.44%	883.63	883.63	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	411.55	411.55	0.00
Subtotal	430,100.00		169,924.43	81,324.43	88,600.00
Total					88,600.00

**Total Invoice: \$88,600.00**

KOLTER LAND PARTNERS, LLC  
ATTN: ERIC MORRISETTE  
VP OF ACQUISITIONS  
14025 RIVEREDGE DR, SUITE 175  
TAMPA, FL 33637

Invoice No: 249006000-1121  
Invoice Date: Nov 30, 2021  
Project No: 249006000  
Project Name: SEMINOLE WOODS MIXED  
USE  
Project Manager: SUDDETH, TYLER

COST PLUS MAX  
KHA Ref # 249006000.3-20194460

Task	Hrs/Qty	Current Amount Due
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HOURLY  
KHA Ref # 249006000.2-20194440

Task	Hrs/Qty	Current Amount Due
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*This page is for informational purposes only. Please pay amount shown on cover page.*

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-1221**  
**Invoice Date: Dec 31, 2021**  
**Invoice Amount: \$36,103.52**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Dec 31, 2021**

**Client Reference:**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
AMENDMENT 2					
TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	65.00%	44,525.00	37,675.00	6,850.00
TASK 1B - CITATION BLVD	11,900.00	65.00%	7,735.00	6,545.00	1,190.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	50.00%	4,900.00	0.00	4,900.00
TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT					
TASK 3A - TOWNHOME	71,400.00	25.00%	17,850.00	17,850.00	0.00
TASK 3B - SINGLE FAMILY	141,500.00	50.00%	70,750.00	70,750.00	0.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	25.00%	19,700.00	0.00	19,700.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	25.00%	2,875.00	0.00	2,875.00
EXPENSES					
OFFICE EXPENSE	888.58	99.44%	883.63	883.63	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	1,000.07	411.55	588.52
Subtotal	430,100.00		206,027.95	169,924.43	36,103.52
Total					36,103.52

**Total Invoice: \$36,103.52**

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-1221  
 Invoice Date: Dec 31, 2021  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

**HOURLY**

KHA Ref # 249006000.2-20526945

Task	Description	Hrs/Qty	Rate	Current Amount Due
EXPENSES	EXPRESS/COURIER			33.11
	PERMITTING FEES			97.75
	TRAVEL - MEALS			163.36
	BOND PLOTS	89.0	2.30	204.70
	VEHICLE MILEAGE	160.0	0.56	89.60
TOTAL EXPENSES		249.0		588.52
TOTAL LABOR AND EXPENSE DETAIL				588.52

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

\$85 x 1.15 = \$97.75

**Madden, Susan**

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**From:** Candace Stone <CStone@palmcoastgov.com>  
**Sent:** Tuesday, October 5, 2021 2:57 PM  
**To:** Suddeth, Tyler <Tyler.Suddeth@kimley-horn.com>; Chris Johnson <CJohnson@palmcoastgov.com>  
**Cc:** Irma Velez <IVelez@palmcoastgov.com>; Christopher Reese <creese@kolter.com>  
**Subject:** RE: Utility Map and Letter of Service Availability – Seminole Woods Blvd near Grand Landings Pkwy, Palm Coast, FL (Ticket #144108365)

Hello Tyler,

I can get one for the hydrant flow test that will be \$85.00 and you can mail a check to 2 Utility Drive Palm Coast, FL 32137 made out to the City of Palm Coast.

Candace Stone  
Senior Staff Assistant  
2 Utility Drive  
Palm Coast, FL 32137  
Tel: 386-986-2539  
[www.palmcoastconnect.com](http://www.palmcoastconnect.com)



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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0122**  
**Invoice Date: Jan 31, 2022**  
**Invoice Amount: \$22,971.90**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Jan 31, 2022**

**Client Reference:**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
AMENDMENT 2					
TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	65.00%	44,525.00	44,525.00	0.00
TASK 1B - CITATION BLVD	11,900.00	65.00%	7,735.00	7,735.00	0.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	100.00%	9,800.00	4,900.00	4,900.00
TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT					
TASK 3A - TOWNHOME	71,400.00	30.00%	21,420.00	17,850.00	3,570.00
TASK 3B - SINGLE FAMILY	141,500.00	60.00%	84,900.00	70,750.00	14,150.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	25.00%	19,700.00	19,700.00	0.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	25.00%	2,875.00	2,875.00	0.00
TASK 5 - AGENCY PERMITTING					
TASK 5A - TOWNHOME AND SINGLE FAMILY	45,600.00	0.00%	0.00	0.00	0.00
TASK 5B - CITATION BLVD	18,500.00	0.00%	0.00	0.00	0.00
TASK 6 - FINAL PLAT ASSISTANCE AND COORDINATION					
TASK 6A - PHASE 1A	7,000.00	0.00%	0.00	0.00	0.00
TASK 6B - PHASE 1B	7,000.00	0.00%	0.00	0.00	0.00
TASK 6C - PHASE 2	7,000.00	0.00%	0.00	0.00	0.00
TASK 6D - PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 - SEMINOLE WOOD BLVD OFFSITE IMPROVEMENTS	16,500.00	0.00%	0.00	0.00	0.00
TASK 8 CITY FLOODPLAN AND FEMA LOMR/CLOMR PERMITTING ASSISTANCE	20,458.89	0.00%	0.00	0.00	0.00



Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0122**  
**Invoice Date: Jan 31, 2022**  
**Invoice Amount: \$22,971.90**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Jan 31, 2022**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 9 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	10,420.65	0.00%	0.00	0.00	0.00
<b>TASK 10 CONSTRUCTION PHASE SERVICES</b>					
TASK 10A - PHASE 1A	14,435.95	0.00%	0.00	0.00	0.00
TASK 10B - PHASE 1B	27,533.46	0.00%	0.00	0.00	0.00
TASK 10C - PHASE 2	23,040.15	0.00%	0.00	0.00	0.00
TASK 10D - PHASE 3	29,349.90	0.00%	0.00	0.00	0.00
TASK 11 - CITATION BLVD	30,975.14	0.00%	0.00	0.00	0.00
<b>EXPENSES</b>					
OFFICE EXPENSE	8,074.44	10.94%	883.63	883.63	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	1,351.97	1,000.07	351.90
Subtotal	702,100.00		228,999.85	206,027.95	22,971.90
Total					22,971.90

**Total Invoice: \$22,971.90**

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0122  
 Invoice Date: Jan 31, 2022  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

**HOURLY**

KHA Ref # 249006000.2-20719850

Task	Description	Hrs/Qty	Rate	Current Amount Due
EXPENSES	PERMITTING FEES			345.00
	TRAVEL - OTHER			4.60
	BOND PLOTS	1.0	2.30	2.30
TOTAL EXPENSES		1.0		351.90
TOTAL LABOR AND EXPENSE DETAIL				351.90

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

\$300 x 1.15 = \$345.00

FEDERAL EMERGENCY MANAGEMENT AGENCY  
PAYMENT INFORMATION FORM

Community Name:

Project Identifier:

**THIS FORM MUST BE MAILED, ALONG WITH THE APPROPRIATE FEE, TO THE ADDRESS BELOW OR E-MAILED TO THE E-MAIL ADDRESS BELOW.**

Please make check or money order payable to the National Flood Insurance Program.

Type of Request:

- MT-1 application
- MT-2 application

**LOMC Clearinghouse**

3601 Eisenhower Ave. Suite 500 Alexandria, VA

22304-6426

Attn.: LOMC Manager

- EDR application

**FEMA Project Library**

3601 Eisenhower Ave. Suite 500 Alexandria, VA

22304-6426

E-mail: FEMA-EngineeringLibrary@fema.dhs.gov

Request No. (if known): NA

Check No.: NA

Amount: 300

INITIAL FEE\*  FINAL FEE  FEE BALANCE\*\*  MASTER CARD  VISA  CHECK  MONEY ORDER

\*Note: Check only for EDR and/or Alluvial Fan requests (as appropriate).

\*\*Note: Check only if submitting a corrected fee for an ongoing request.

**COMPLETE THIS SECTION ONLY IF PAYING BY CREDIT CARD**

CARD NUMBER

EXP. DATE

3	7	9	2	—	1	8	5	7	—	3	0	3	1	—	0	0	3	
1	2	3	4		5	6	7	8		9	10	11	12		13	14	15	16

0	5	—	2	4
Month			Year	

08/31/2021

Date

Signature

NAME (AS IT APPEARS ON CARD): R Fernandez Diez  
(please print or type)

ADDRESS: 189 S. Orange Avenue, Suite 1000  
*(for your credit card receipt-please print or type)*  
Orlando Fl, 32801

DAYTIME PHONE: (786)-857-3822

Please remit payment electronically to:		If paying by check, please remit to:	
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.	
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163	P.O. BOX 932520	
Account Number:	2073089159554	ATLANTA, GA 31193-2520	
ABA#:	121000248		

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0222  
 Invoice Date: Feb 28, 2022  
 Invoice Amount: \$27,743.02  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED USE  
 Project Manager: SUDDETH, TYLER

Federal Tax Id: 56-0885615  
 For Services Rendered through Feb 28, 2022

Client Reference:

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
AMENDMENT 2					
TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	65.00%	44,525.00	44,525.00	0.00
TASK 1B - CITATION BLVD	11,900.00	65.00%	7,735.00	7,735.00	0.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	100.00%	9,800.00	9,800.00	0.00
TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT					
TASK 3A - TOWNHOME	71,400.00	30.00%	21,420.00	21,420.00	0.00
TASK 3B - SINGLE FAMILY	141,500.00	70.00%	99,050.00	84,900.00	14,150.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	40.00%	31,520.00	19,700.00	11,820.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	40.00%	4,600.00	2,875.00	1,725.00
TASK 5 - AGENCY PERMITTING					
TASK 5A - TOWNHOME AND SINGLE FAMILY	45,600.00	0.00%	0.00	0.00	0.00
TASK 5B - CITATION BLVD	18,500.00	0.00%	0.00	0.00	0.00
TASK 6 - FINAL PLAT ASSISTANCE AND COORDINATION					
TASK 6A - PHASE 1A	7,000.00	0.00%	0.00	0.00	0.00
TASK 6B - PHASE 1B	7,000.00	0.00%	0.00	0.00	0.00
TASK 6C - PHASE 2	7,000.00	0.00%	0.00	0.00	0.00
TASK 6D - PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 - SEMINOLE WOOD BLVD OFFSITE IMPROVEMENTS	16,500.00	0.00%	0.00	0.00	0.00
TASK 8 CITY FLOODPLAN AND FEMA LOMR/CLOMR PERMITTING ASSISTANCE	20,458.89	0.00%	0.00	0.00	0.00

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0222**  
**Invoice Date: Feb 28, 2022**  
**Invoice Amount: \$27,743.02**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Feb 28, 2022**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 9 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	10,420.65	0.00%	0.00	0.00	0.00
TASK 10 CONSTRUCTION PHASE SERVICES					
TASK 10A - PHASE 1A	14,435.95	0.00%	0.00	0.00	0.00
TASK 10B - PHASE 1B	27,533.46	0.00%	0.00	0.00	0.00
TASK 10C - PHASE 2	23,040.15	0.00%	0.00	0.00	0.00
TASK 10D - PHASE 3	29,349.90	0.00%	0.00	0.00	0.00
TASK 11 - CITATION BLVD	30,975.14	0.00%	0.00	0.00	0.00
EXPENSES					
OFFICE EXPENSE	8,074.44	10.94%	883.63	883.63	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	1,399.99	1,351.97	48.02
Subtotal	702,100.00		256,742.87	228,999.85	27,743.02
Total					27,743.02

**Total Invoice: \$27,743.02**

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0222  
 Invoice Date: Feb 28, 2022  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

**HOURLY**

KHA Ref # 249006000.2-21012567

Task	Description	Hrs/Qty	Rate	Current Amount Due
EXPENSES	TRAVEL - CAR RENTAL			28.75
	TRAVEL - MEALS			12.37
	BOND PLOTS	3.0	2.30	6.90
TOTAL EXPENSES		3.0		48.02
TOTAL LABOR AND EXPENSE DETAIL				48.02

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

Please remit payment electronically to:		If paying by check, please remit to:	
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.	
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163	P.O. BOX 932520	
Account Number:	2073089159554	ATLANTA, GA 31193-2520	
ABA#:	121000248		

KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0322  
 Invoice Date: Mar 31, 2022  
 Invoice Amount: \$44,968.78  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED USE  
 Project Manager: SUDDETH, TYLER

Federal Tax Id: 56-0885615  
 For Services Rendered through Mar 31, 2022

Client Reference:

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 - DUE DILIGENCE REPORT	5,400.00	100.00%	5,400.00	5,400.00	0.00
TASK 2 - CONCEPTUAL SITE PLANNING	1,400.00	100.00%	1,400.00	1,400.00	0.00
TASK 3 - PRELIMINARY SITE GRADING	19,211.42	99.99%	19,209.25	19,209.25	0.00
AMENDMENT					
TASK 1 - COMPREHENSIVE PLAN AMEND (CPA) TRANSPORTATION EVAL	9,800.00	100.00%	9,800.00	9,800.00	0.00
AMENDMENT 2					
TASK 1 - MASTER DRAINAGE INFRASTRUCTURE PLAN					
TASK 1A - TOWNHOME AND SINGLE FAMILY	68,500.00	80.00%	54,800.00	44,525.00	10,275.00
TASK 1B - CITATION BLVD	11,900.00	80.00%	9,520.00	7,735.00	1,785.00
TASK 2 - TRAFFIC IMPACT ANALYSIS	9,800.00	100.00%	9,800.00	9,800.00	0.00
TASK 3 - CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT					
TASK 3A - TOWNHOME	71,400.00	30.00%	21,420.00	21,420.00	0.00
TASK 3B - SINGLE FAMILY	141,500.00	85.00%	120,275.00	99,050.00	21,225.00
TASK 4A - CITATION BLVD EXTENSION ROADWAY PLANS	78,800.00	40.00%	31,520.00	31,520.00	0.00
TASK 4B - CITATION BLVD EXTENSION DRAINAGE DESIGN	11,500.00	40.00%	4,600.00	4,600.00	0.00
TASK 5 - AGENCY PERMITTING					
TASK 5A - TOWNHOME AND SINGLE FAMILY	45,600.00	0.00%	0.00	0.00	0.00
TASK 5B - CITATION BLVD	18,500.00	0.00%	0.00	0.00	0.00
TASK 6 - FINAL PLAT ASSISTANCE AND COORDINATION					
TASK 6A - PHASE 1A	7,000.00	0.00%	0.00	0.00	0.00
TASK 6B - PHASE 1B	7,000.00	0.00%	0.00	0.00	0.00
TASK 6C - PHASE 2	7,000.00	0.00%	0.00	0.00	0.00
TASK 6D - PHASE 3	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 - SEMINOLE WOOD BLVD OFFSITE IMPROVEMENTS	16,500.00	50.00%	8,250.00	0.00	8,250.00
TASK 8 CITY FLOODPLAN AND FEMA LOMR/CLOMR PERMITTING ASSISTANCE	20,458.89	0.00%	0.00	0.00	0.00

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**KOLTER LAND PARTNERS, LLC**  
**ATTN: ERIC MORRISETTE**  
**VP OF ACQUISITIONS**  
**14025 RIVEREDGE DR, SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249006000-0322**  
**Invoice Date: Mar 31, 2022**  
**Invoice Amount: \$44,968.78**  
  
**Project No: 249006000**  
**Project Name: SEMINOLE WOODS MIXED USE**  
**Project Manager: SUDDETH, TYLER**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Mar 31, 2022**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 9 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	10,420.65	31.50%	3,282.77	0.00	3,282.77
<b>TASK 10 CONSTRUCTION PHASE SERVICES</b>					
TASK 10A - PHASE 1A	14,435.95	0.00%	0.00	0.00	0.00
TASK 10B - PHASE 1B	27,533.46	0.00%	0.00	0.00	0.00
TASK 10C - PHASE 2	23,040.15	0.00%	0.00	0.00	0.00
TASK 10D - PHASE 3	29,349.90	0.00%	0.00	0.00	0.00
TASK 11 - CITATION BLVD	30,975.14	0.00%	0.00	0.00	0.00
<b>EXPENSES</b>					
OFFICE EXPENSE	8,074.44	12.81%	1,034.64	883.63	151.01
REIMBURSABLE EXPENSES	0.00	HOURLY	1,399.99	1,399.99	0.00
Subtotal	702,100.00		301,711.65	256,742.87	44,968.78
Total					44,968.78

**Total Invoice: \$44,968.78**



KOLTER LAND PARTNERS, LLC  
 ATTN: ERIC MORRISETTE  
 VP OF ACQUISITIONS  
 14025 RIVEREDGE DR, SUITE 175  
 TAMPA, FL 33637

Invoice No: 249006000-0322  
 Invoice Date: Mar 31, 2022  
 Project No: 249006000  
 Project Name: SEMINOLE WOODS MIXED  
 USE  
 Project Manager: SUDDETH, TYLER

COST PLUS MAX  
 KHA Ref # 249006000.3-21245391

Task	Description	Hrs/Qty	Rate	Current Amount Due
WETLAND&ENVIRO PERMIT	SENIOR PROFESSIONAL I	17.0	193.10	3,282.77
TOTAL WETLAND&ENVIRO PERMIT		17.0		3,282.77
OFFICE EXPENSE	OFFICE EXPENSE			151.01
TOTAL OFFICE EXPENSE				151.01
TOTAL LABOR AND EXPENSE DETAIL				3,433.78

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**AGREEMENT FOR PROFESSIONAL SERVICES  
- (Enclave At Seminole Palms)**

**THIS AGREEMENT** between Owner and Consultant (the "Agreement") effective this 24th day of February, 2022, is made by and between CRE-KL Seminole Woods Owner, LLC, a Delaware limited liability company ("Owner") and Kimley Horn and Associates, Inc., a North Carolina corporation ("Consultant").

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

**Owner:** CRE-KL Seminole Woods Owner, LLC  
**Address:** 14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

**Phone:** 813-615-1244  
**Fax:** 813-615-1461

**Consultant:** Kimley Horn and Associates, Inc.  
**Address:** 1777 Main Street, Suite 200  
Sarasota, FL 34236

**Phone:** 941-379-7600  
**Fax:** \_\_\_\_\_

In consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

**WITNESSETH:**

**WHEREAS**, Owner desires to commission the services of a consultant to perform the hereinafter described services, and Consultant desires to be so commissioned, as set forth in Exhibit A.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

**1. SCOPE OF SERVICES.**

a. Basic Services: A description of the nature and scope of services to be performed by Consultant under this Agreement ("**Basic Services**") is set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

b. Additional Services: Owner may, from time to time, authorize Consultant in writing to perform additional services ("**Additional Services**"), in which event Consultant shall

perform same. Any such Additional Services shall be set forth in an Amendment to this Agreement which shall be executed by both parties and which shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein.

c. Reduction of Scope of Services: Basic Services plus Additional Services are hereinafter referred to collectively as "**Services.**" Owner retains the right, in its sole discretion, to reduce any portion of the scope of Services prior to the task beginning. In the event Owner reduces the scope of Services, Owner shall be entitled to a proportionate reduction to the Fixed Price, as defined in Exhibit A.

d. Time for Completion: Consultant shall commence the Services upon execution of this Agreement, or as otherwise directed by Owner, and shall complete same in accordance with the schedule ("**Schedule**") set forth in **Exhibit "B"** attached hereto and incorporated herein by reference, it being understood and agreed that Consultant will perform its services as expeditiously as is consistent with the Project Schedule. Notwithstanding any other provision of this Agreement, Consultant shall not have liability for or be deemed in breach of contract because of delays caused by any factor outside of its reasonable control, including, but not limited to, natural disasters, adverse weather, acts of Owner, third parties or governmental agencies.

e. Acceleration: Consultant shall accelerate performance of its Services in the manner directed by Owner in the event that Owner, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused solely by Consultant, then such acceleration shall be at no cost to Owner. If acceleration is required as a result of delays partially caused by Consultant, then such portion of any delay partially caused by Consultant shall not be compensated by Owner, and any other portion of any such delay shall be compensated as an Additional Service.

## **2. COMPENSATION.**

a. Owner shall pay on a lump sum or time and materials basis consistent with Exhibit A for performance of the Services, as directed by the Owner's representative. Should the actual cost of completing the Services be greater than the Not-To-Exceed Price, unless the Consultant has received written authorization from the Owner, which the Owner may grant in its sole discretion, for an increase in the Not-To-Exceed Price, Consultant shall bear the entire responsibility for that amount in excess of the Not-To-Exceed Price that is necessary to complete the Services.

b. The basis of compensation for any Additional Services shall be set forth in an Amendment to this Agreement providing for such Additional Services. Any Additional Services performed by Consultant prior to execution by both parties of an Amendment shall be at Consultant's sole risk and expense and shall not be compensated by Owner.

c. Progress payments shall be made monthly for Services accepted by Owner, based upon the actual cost incurred by the Consultant at the agreed rates through the end of the month for which an invoice is submitted. Consultant shall invoice Owner on the first day of each month and Owner shall pay each such approved invoice (or uncontested portion thereof) within thirty (30) days after receipt of invoice. Invoices shall (i) display the Fixed Price (ii) be itemized and include complete documentation and substantiation for all labor charges being invoiced, (iii) itemize each Amendment and amount being billed against such Amendments in the invoice, and (iv) itemize all amounts previously invoiced and paid. All invoices are to be addressed to contact information below and sent via email to Owner's representative and Bryon T. LoPreste ([blopreste@kolter.com](mailto:blopreste@kolter.com)).

Christopher Reese ([creese@kolter.com](mailto:creese@kolter.com))  
CRE-KL Seminole Woods Owner, LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

3. **BOOKS AND RECORDS.** Consultant shall maintain, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Services performed under this Agreement, which shall be retained by Consultant for a period of at least four (4) years from and after the completion of all Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon two days prior notice to Consultant.

4. **DELIVERABLES.** "Deliverables" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Owner in accordance with the requirements of this Agreement. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. Owner's review, approval, action or inaction taken on the Deliverables is for Owner's convenience and/or to express Owner's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.

5. **OWNERSHIP OF DELIVERABLES.**

a. Title to all Deliverables shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression. In the event of early termination of the Services hereunder, Consultant shall deliver to Owner all Deliverables whether complete or not.

b. Without limiting the foregoing, Consultant agrees that any Deliverables shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing, including, but not limited to, patents, trademarks, service marks, designs, and copyrights, to Owner and its successors and assigns. Consultant grants to Owner all rights, including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Consultant acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Deliverables produced by Consultant under this Agreement. Consultant shall deliver all Deliverables to Owner promptly upon their completion or the sooner termination of Consultant's services hereunder. Consultant agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein. All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Owner has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Owner or others on extensions of this project or on any other project. Any modifications by the Owner to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Owner's sole risk and without liability to the Consultant.

c. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

**6. CONFIDENTIALITY OF MATERIAL.** Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, drawings, artwork, materials, data, systems and other information of or with respect to the Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("**Confidential Information**"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including, but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

**7. INSURANCE AND INDEMNIFICATION.**

a. Consultant and any of its Subconsultants, as defined in Article 13 ("Subconsultants"), of every tier shall, throughout the performance of their respective Services hereunder, maintain:

(i) Commercial General Liability Insurance to include contractual and products/completed operations, (which must be maintained for three years following completion of Consultant's Services) and Automobile Liability coverage written on an occurrence form basis, each with minimum limits of \$2,000,000 per occurrence, protecting Consultant, Owner and Owner's Representative from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with Consultant's performance of the Services, this Agreement, or from or out of any negligent act or omission of Consultant, its officers, directors, agents, subcontractors, employees, or Subconsultants;

(ii) Workers' Compensation Insurance as required by applicable law and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence; and

(iii) Professional Liability Insurance to include contractual coverage with a minimum limit of \$1,000,000 per claim, protecting Consultant, Owner and Owner's Representative from errors and omissions of Consultant in connection with Consultant's negligent performance of the Services during and for a period of at least three years after the completion of Consultant's Services.

b. All such insurance required by this Article shall be with companies and on forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Owner. All insurance shall be primary and non-contributory with regard to any other insurance available to Owner and Owner's Representative. All insurance shall be written by companies with a BEST Guide rating of B+ VII or better. Certificates of insurance (or copies of policies, if required by

Owner) shall be furnished to Owner and shall include Owner, its supervisors, officers and employees agents and assigns and Owner's Representative and its parent, affiliated and related companies, officers, directors, employees, agents and assigns of each as additional insureds and shall contain a waiver of subrogation. (The additional insured requirement applies to all coverages except Workers' Compensation and Employers Liability. The waiver of subrogation requirement applies to all coverages).

c. Consultant shall indemnify, defend and hold harmless Owner and its supervisors, officers and employees from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Consultant's negligence, recklessness, or intentionally wrongful conduct. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

d. Consultant shall provide to Owner proof of the above prior to, or concurrent with the execution of this Agreement by Consultant. A sample certificate of liability insurance is attached as **Exhibit "D"** attached hereto.

#### **8. PROFESSIONAL STANDARDS.**

a. Consultant hereby represents and warrants that it has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner; that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder; that the Deliverables shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Owner; and that it shall provide and employ in connection with the performance of Services personnel qualified and experienced in their profession, it being understood that Owner may at any time require Consultant to remove, and Consultant shall forthwith remove, any person employed in connection with the performance of the Services for any reason whatsoever.

b. If, at any time during the performance of its Services or during the maximum period permitted by applicable law after completion of same, it is discovered that Consultant or any of its officers, directors, agents, subcontractors, employees, or Subconsultants, as defined in Article 14 (Subconsultant), has committed any negligent act, error or omission, or has failed to meet the warranties and representations contained herein, which has caused or will cause additional expense to Owner, then Consultant shall, at Owner's request, promptly make all necessary corrections and/or bear any and all such additional expenses associated with the correction of same. The foregoing is without limitation of Owner's other rights under this Agreement or at law.

**9. DETERMINATION OF DISPUTES/CHOICE OF LAW.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder (a "**Proceeding**"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Tampa Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Hillsborough County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction

of the requisite court as provided herein, and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

**10. SUSPENSION/TERMINATION FOR CONVENIENCE.**

a. Anything herein to the contrary notwithstanding, Owner may, for convenience, terminate this Agreement upon seven (7) days prior written notice to Consultant. In the event of such termination, Owner's sole obligation and liability to Consultant, if any, shall be to pay Consultant that portion of the Fixed Price earned by Consultant for the performance of the Services incurred through the date of termination only. Under no circumstances shall Owner be liable for any lost profits, lost revenue, unabsorbed overhead or any other losses of any kind whatsoever associated with any Services not performed. Upon the effective date of the termination, Consultant shall forward to Owner any and all materials, in any form, to the Owner's address shown herein.

b. Upon delivery to Consultant of a written notice to suspend services ("**Notice to Suspend Services**"), Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by Owner in said Notice to Suspend Services. Consultant shall take reasonable steps to preserve any Deliverables in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be entitled to an equitable adjustment to the Schedule only. In no event shall any suspension of Services exceed one (1) year in duration.

c. If Kolter fails to comply with any covenant or obligation imposed by this Agreement, then Consultant may furnish written notice to Kolter identifying the breach and applicable provisions of this Agreement violated. If Kolter fails to cure the breach within thirty (30) days, Consultant may then terminate this Agreement without further written notice to Kolter.

**11. ASSIGNMENT.** This Agreement is for the personal services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.

**12. KEY EMPLOYEES.** In the event that any employees of Consultant are listed as Key Employees in **Exhibit "C"**, Consultant acknowledges that Owner has relied upon and hired Consultant because of the involvement of such individuals. Consultant agrees that such Key Employees shall be assigned to perform the Services. Consultant shall not remove any Key Employees from the performance of the Services without the prior written consent of Owner.

**13. SUBCONSULTANT.** If Consultant, as part of the performance of its Services hereunder, is required to commission other consultants ("**Subconsultant**"), then the following provisions shall apply:

a. Consultant shall obtain Owner's written consent prior to engaging the services of any Subconsultant and shall not engage any Subconsultant to which Owner objects;

b. Consultant shall direct and coordinate the services of any Subconsultant commissioned by Consultant;

c. Consultant shall bear full responsibility under this Agreement for all services of its Subconsultant(s), including, without limitation, each Subconsultant's negligent errors and omissions;

d. The costs of all Subconsultants' services shall be billed to Consultant without markup and such costs of all Subconsultants' shall be included in the Scope of Services herein;

e. Owner shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Subconsultant, except as may otherwise be required by law;

f. All agreements between Consultant and any Subconsultants shall reflect the terms of this Agreement and require the Subconsultant, to the extent of the Services to be performed by the Subconsultant, to assume toward the Consultant all the obligations which Consultant by this Agreement assumes towards the Owner, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Agreement.

g. Owner shall be a third party beneficiary of all obligations under all agreements between Consultant and any Subconsultants; provided, however, that nothing contained herein or therein shall create any contractual relationship between Owner and any Subconsultant or an obligation of Owner to any Subconsultant.

#### **14. NOTICE.**

a. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally to an officer or designated representative of the party to be served or sent by first class mail, facsimile to be confirmed by first class mail, email, evidenced by a read receipt from the Noticed party, or messenger services which provide a receipt for delivery such as Federal Express, UPS, etc. and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CRE-KL Seminole Woods Owner, LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637  
Attn: James P. Harvey

And to: Kolter Land Partners  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637  
Attn: Bryon T. LoPreste

If to Consultant: Kimley Horn and Associates, Inc.  
1777 Main Street, Suite 200  
Sarasota, FL 34236  
Attn: B. Kelley Klepper, AICP, VP

or to such other address as either party may direct by written notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address



of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. **PROMOTION.** Consultant shall acquire no right under this Agreement to use, and shall not use, the name of Owner or its parent, related, affiliated or subsidiary companies or any of their marks or logos:

a. in any of Consultant's advertising, publicity, or promotion, including, but not limited to, the Internet; nor

b. in any of Consultant's in-house publications; nor

c. to express or imply any endorsement by Owner of Consultant's Services or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited). The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

16. **CODES.** Consultant's Services shall conform to all applicable federal, state, and local laws, statutes, codes ordinances and agency regulations, as same may be amended from time to time, which have jurisdiction and which are current at the time Consultant renders Services hereunder.

17. **NO AGENCY.**

a. It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer or partner of Owner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Owner and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.

b. Consultant is responsible for paying all required state and federal taxes, including without limitation, FICA, FUTA, SUI, DUI, worker's compensation, and other employee benefits.

c. Consultant shall complete, execute and deliver to Owner a Request For Taxpayer Identification And Certification Form (W-9) prior to, or concurrent with, the execution of this Agreement by Consultant. Failure to comply with this requirement shall constitute a material breach of this Agreement and Owner shall have the right to terminate this Agreement with no further obligations to Consultant and to seek any damages caused by said failure. The provisions of this Article 18(c) shall not apply if Consultant has, prior to execution hereof, submitted to Owner a Request For Taxpayer Identification and Certification Form (W-9), provided that said Form is current at the time of execution hereof and remains current during the performance of Services hereunder.

18. **GOVERNING LAW.** This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws.

19. **ENTIRE AGREEMENT.**

a. This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing, usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties.

b. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

20. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.

22. **EFFECTIVE DATE.** Any Services performed or caused to be performed by Consultant prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement. The Effective Date shall be the date of the last party to sign the Agreement.

23. **THE OWNER'S REPRESENTATIVE.**

a. Paul Martin, whose mailing address is referenced above, shall act as the Owner's authorized representative (herein referred to as the "**Owner's Representative**"); provided, however, that the Owner may, without liability to the Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Consultant in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Consultant is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Consultant for all sums required to be paid by the Owner to the Consultant hereunder.

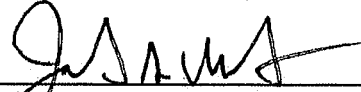
b. Nothing contained in this Agreement shall create any contractual relationship between the Consultant and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Consultant to the Owner as imposed by this Agreement.

24. **INDIVIDUAL LIABILITY.** PURSUANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THE AGREEMENT AND ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO

NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

**CONSULTANT**  
**KIMLEY HORN AND ASSOCIATES, INC.**

Authorized Signature  Date: 2-28-22

Print Name/Title Jonathan Martin / SR Vice President

**OWNER**  
**CRE-KL SEMINOLE WOODS OWNER, LLC**  
a Delaware limited liability company

Authorized Signature  Date: 3-2-22

Print Name/Title James P. Hawley, Authorized Signatory

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

# Kimley»»Horn

February 16, 2022

Eric Morrisette, AICP  
VP of Acquisitions  
Kolter Land Partners  
14025 Riveredge Dr., Suite 175  
Tampa, FL 33637

Re: **Seminole Palms West  
Citation Blvd at Seminole Woods Blvd  
City of Palm Coast, FL**

Dear Mr. Morrisette:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter agreement (the "Agreement") to Kolter Land Partners ("Client") for professional planning services for the above referenced project. Our scope of services, schedule, and fees are as follows:

## PROJECT UNDERSTANDING

Kimley-Horn understands that the Client plans to construct a Single-Family Residential development with 164 lots, 9.84-acre pond site, and roadway, on two parcels located on Citation Blvd at Seminole Woods Blvd within the City of Palm Coast, Florida. The Flagler County parcels (PID 20-12-31-0650-000A0-0012 and a portion of 20-12-31-0650-000A0-0020), totaling ±55 acre anticipated project site, are zoned I Industrial, PUD Planned Unit Development, and MPD Master Planned Development, with a Future Land Use of Residential and Mixed-Use.

Based on the above information, the following is our Scope of Services and Fees:

## SCOPE OF SERVICES

### Task 1 – Due Diligence Report

During this phase, Kimley-Horn will perform the following services:

1. Obtain available information from the following infrastructure/service providers:
  - a. Electrical service company
  - b. Telephone, cable, and fiber optic service companies
  - c. Gas service company
2. Obtain information for the following:
  - a. Possible points of connection for sanitary sewer
  - b. Any public sanitary system improvements required by the City to serve the property
  - c. Potable water connection
  - d. Reclaim water
  - e. Reroute of existing utility line
3. Obtain information for the following specifically for the subject development:
  - a. Zoning and Land Use (Existing and Proposed) within the City's Comprehensive Plan
  - b. Parking

- c. Roadways and public drainage
  - d. Green Space
  - e. Access
  - f. Layout
  - g. Platting
  - h. Fire Safety
  - i. Site Plan/Master Plan approval schedule (tentative)
  - j. Fee estimate for application, permit, and impact fees
4. Prepare a conceptual utility quantity calculation for the following utilities
- a. Potable water
  - b. Fire
  - c. Gravity Sanitary
  - d. Force Main Sanitary
  - e. Storm Sewer

Deliverables: Written summary/narrative to Client including items 1-4 above.

## **Task 2 – Conceptual Site Planning**

Kimley-Horn will coordinate with the Client and review the conceptual site plan provided by the client for general conformance with city of Palm Coast land development standards.

## **Task 3 – Preliminary Site Grading**

Kimley-Horn will perform engineering and design services for the preparation of a preliminary grading and stormwater plan. The preliminary plan will be based on the latest version of the Client provided conceptual plan. If the site plan is revised, those revisions will be considered an additional service. The plans will not be completed to permit level nor for construction but will be utilized by the Client to get an initial understanding of the preliminary grading and stormwater management infrastructure to support the proposed development. The preliminary plans will depict the following:

- Preliminary estimation of potential building finish floor elevations
- Conceptual stormwater collection configuration and routing
- Conceptual stormwater pond location and volume per SJRWMD requirements.
- Conceptual wetland impacts

Upon completion of the preliminary grading plan, Kimley-Horn will provide the Client with raw earthwork quantity take-offs utilizing AutoCAD Civil 3D to provide a better understanding of the sites preliminary earthwork cut/fill estimates.

## **ADDITIONAL SERVICES**

Based on the information of which we are aware, we have prepared a proposal we believe to be comprehensive. In the event that an unforeseen issue(s) should arise, we remain available to provide additional services, as requested by Client, on the basis of our hourly rates. Potential services not addressed in this proposal are:

- Construction Documents
- Traffic Studies and Counts
- Hardscape/Amenity Plans
- Grading/Drainage within Hardscape/Amenity areas

- Design elements beyond those outlined in the above project understanding
- Signal Interconnect Design and Plans
- Off-Site roadway Lighting Design Analysis Report and Plans
- Off-Site Roadway and Pedestrian Traffic Control Plans (TCP)
- Off-Site roadway Lighting Design Analysis Report and Plans
- Off-Site Roadway and Pedestrian Temporary Traffic Control Plans (TTCP)
- Off-Site Utility Relocation and Design
- Drainage Structure Cross Sections
- Specific listed species surveys, permitting, and/or relocation
- Section 404 Wetland Permitting
- Phase II Environmental Site Assessment
- Professional Land Surveying Services

## INFORMATION SUPPLIED BY THE CLIENT

The following information, upon which the Consultant may rely, will be provided to Kimley-Horn by the Client or its representatives:

- Building Footprints in AutoCAD format
- Level B Boundary, topographic, and tree survey in AutoCAD format and legal description of the property and off-site extents
- Environmental analysis
- Geotech report
- Survey in CAD
- Access to property

## SCHEDULE

Consultant shall provide the services described in the above scope as expeditiously as practical to meet a mutually agreed upon schedule.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

## FEE AND BILLING

Kimley-Horn will perform the services in Tasks 1 and 2 for the lump sum labor fees shown below. Tasks 3 will be invoiced on an hourly plus expense basis.

TASKS		FEE
1	Due Diligence Report	\$3,400
2	Conceptual Site Planning	\$2,400
3	Preliminary Site Grading	Hourly (Budget \$6,500)

Direct reimbursable expenses such as express mail, air travel, out-of-town mileage and other direct expenses shall be reimbursed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Fees are payable and monthly billing based upon the percentage of services completed on lump sum elements and for the actual amount of service performed for hourly rate elements. Billing is due and payable within 25 days from date of invoice.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can provide a paper copy via regular mail, if requested. Please select a billing method from the choices below:

Please email all invoices to \_\_\_\_\_

Please copy \_\_\_\_\_

(THIS SPACE IS INTENTIONALLY LEFT BLANK)



## CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to **Kimley-Horn and Associates, Inc.**, and "Client" shall refer to **Kolter Land Partners**.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Tyler Suddeth, P.E.  
Project Manager



Brooks Stickler, P.E.  
Vice President

Enclosure: Standard Provisions

K:\ORL\_Civil\249006000-Seminole Woods Mixed Use\JOBSTARTS & CONTRACTS\TSS-Kolter Land-Seminole Palms West 2022-02-16.docx

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2022

### KOLTER LAND PARTNERS

By: \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_ (Member or Manager, as authorized) (Email Address)

\_\_\_\_\_, Witness  
(Print or Type Name)

**EXHIBIT "B"**  
**SCHEDULE**

Consultant shall commence the Services upon execution of the Agreement or as otherwise directed by Owner, it being understood and agreed that TIME IS OF THE ESSENCE.

**EXHIBIT "C"**  
**KEY EMPLOYEES**

**EXHIBIT "D"**  
**SAMPLE CERTIFICATE OF LIABILITY INSURANCE**

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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CRE-KL SEMINOLE WOODS OWNER, LLC  
 ATTN: CHRISTOPHER REESE  
 14025 RIVEREDGE DR  
 SUITE 175  
 TAMPA, FL 33637

Invoice No: 249027003-0322  
 Invoice Date: Mar 31, 2022  
 Invoice Amount: \$4,350.00  
 Project No: 249027003  
 Project Name: ENCLAVE AT SEMINOLE PALMS  
 Project Manager: SUDDETH, TYLER  
 Client Reference:

Federal Tax Id: 56-0885615  
 For Services Rendered through Mar 31, 2022

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 DUE DILIGENCE REPORT	3,400.00	75.00%	2,550.00	0.00	2,550.00
TASK 2 CONCEPTUAL SITE PLANNING	2,400.00	75.00%	1,800.00	0.00	1,800.00
TASK 3 PRELIMINARY SITE GRADING	6,214.15	0.00%	0.00	0.00	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
OFFICE EXPENSE	285.85	HOURLY	0.00	0.00	0.00
Subtotal	12,300.00		4,350.00	0.00	4,350.00
Total					4,350.00

Total Invoice: \$4,350.00

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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CRE-KL SEMINOLE WOODS OWNER, LLC  
 ATTN: CHRISTOPHER REESE  
 14025 RIVEREDGE DR  
 SUITE 175  
 TAMPA, FL 33637

Invoice No: 249027003-0422  
 Invoice Date: Apr 30, 2022  
 Invoice Amount: \$7,043.49  
 Project No: 249027003  
 Project Name: ENCLAVE AT SEMINOLE PALMS  
 Project Manager: SUDDETH, TYLER  
 Client Reference:

Federal Tax Id: 56-0885615  
 For Services Rendered through Apr 30, 2022

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 DUE DILIGENCE REPORT	3,400.00	100.00%	3,400.00	2,550.00	850.00
TASK 2 CONCEPTUAL SITE PLANNING	2,400.00	100.00%	2,400.00	1,800.00	600.00
TASK 3 PRELIMINARY SITE GRADING	6,214.15	86.05%	5,347.50	0.00	5,347.50
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
OFFICE EXPENSE	285.85	HOURLY	245.99	0.00	245.99
Subtotal	12,300.00		11,393.49	4,350.00	7,043.49
Total					7,043.49

Total Invoice: \$7,043.49

CRE-KL SEMINOLE WOODS OWNER, LLC  
 ATTN: CHRISTOPHER REESE  
 14025 RIVEREDGE DR  
 SUITE 175  
 TAMPA, FL 33637

Invoice No: 249027003-0422  
 Invoice Date: Apr 30, 2022  
 Project No: 249027003  
 Project Name: ENCLAVE AT SEMINOLE  
 PALMS  
 Project Manager: SUDDETH, TYLER

COST PLUS MAX  
 KHA Ref # 249027003.3-21475147

Task	Description	Hrs/Qty	Rate	Current Amount Due
PRELIMINARY SITE GRADING	ANALYST	20.0	160.00	3,200.00
		9.5	185.00	1,757.50
	SENIOR PROFESSIONAL I	1.5	260.00	390.00
TOTAL PRELIMINARY SITE GRADING		31.0		5,347.50
OFFICE EXPENSE	OFFICE EXPENSE			245.99
TOTAL OFFICE EXPENSE				245.99
TOTAL LABOR AND EXPENSE DETAIL				5,593.49

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

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**CRE-KL SEMINOLE WOODS OWNER, LLC**  
**ATTN: CHRISTOPHER REESE**  
**14025 RIVEREDGE DR**  
**SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249027003-0722**  
**Invoice Date: Jul 31, 2022**  
**Invoice Amount: \$22,199.56**

**Project No: 249027003**  
**Project Name: ENCLAVE AT SEMINOLE PALMS**  
**Project Manager: SUDDETH, TYLER**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Jul 31, 2022**

**Client Reference:**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 DUE DILIGENCE REPORT	3,400.00	100.00%	3,400.00	3,400.00	0.00
TASK 2 CONCEPTUAL SITE PLANNING	2,400.00	100.00%	2,400.00	2,400.00	0.00
TASK 3 PRELIMINARY SITE GRADING	6,214.15	99.89%	6,207.50	5,347.50	860.00
AMENDMENT 1					
TASK 1 SUBDIVISION MASTER PLAN	11,500.00	0.00%	0.00	0.00	0.00
TASK 2 MASTER DRAINAGE INFRASTRUCTURE PLAN	26,900.00	40.00%	10,760.00	0.00	10,760.00
TASK 3 TRAFFIC IMPACT ANALYSIS	6,800.00	0.00%	0.00	0.00	0.00
TASK 4 CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT	62,000.00	17.00%	10,540.00	0.00	10,540.00
TASK 5 AGENCY PERMITTING	28,000.00	0.00%	0.00	0.00	0.00
TASK 6 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	4,780.11	0.00%	0.00	0.00	0.00
TASK 8 CONSTRUCTION PHASE SERVICES	33,460.80	0.00%	0.00	0.00	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
OFFICE EXPENSE	2,044.94	HOURLY	285.55	245.99	39.56
Subtotal	194,500.00		33,593.05	11,393.49	22,199.56
Total					22,199.56

**Total Invoice: \$22,199.56**



CRE-KL SEMINOLE WOODS OWNER, LLC  
 ATTN: CHRISTOPHER REESE  
 14025 RIVEREDGE DR  
 SUITE 175  
 TAMPA, FL 33637

Invoice No: 249027003-0722  
 Invoice Date: Jul 31, 2022  
 Project No: 249027003  
 Project Name: ENCLAVE AT SEMINOLE  
 PALMS  
 Project Manager: SUDDETH, TYLER

COST PLUS MAX  
 KHA Ref # 249027003.3-22229101

Task	Description	Hrs/Qty	Rate	Current Amount Due
PRELIMINARY SITE GRADING	ANALYST	1.0	170.00	170.00
	PROFESSIONAL	3.0	230.00	690.00
TOTAL PRELIMINARY SITE GRADING		4.0		860.00
OFFICE EXPENSE	OFFICE EXPENSE			39.56
TOTAL OFFICE EXPENSE				39.56
TOTAL LABOR AND EXPENSE DETAIL				899.56

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**CRE-KL SEMINOLE WOODS OWNER, LLC**  
**ATTN: CHRISTOPHER REESE**  
**14025 RIVEREDGE DR**  
**SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249027003-0822**  
**Invoice Date: Aug 31, 2022**  
**Invoice Amount: \$23,310.00**  
  
**Project No: 249027003**  
**Project Name: ENCLAVE AT SEMINOLE PALMS**  
**Project Manager: SUDDETH, TYLER**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Aug 31, 2022**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 DUE DILIGENCE REPORT	3,400.00	100.00%	3,400.00	3,400.00	0.00
TASK 2 CONCEPTUAL SITE PLANNING	2,400.00	100.00%	2,400.00	2,400.00	0.00
TASK 3 PRELIMINARY SITE GRADING	6,214.15	99.89%	6,207.50	6,207.50	0.00
<b>AMENDMENT 1</b>					
TASK 1 SUBDIVISION MASTER PLAN	11,500.00	50.00%	5,750.00	0.00	5,750.00
TASK 2 MASTER DRAINAGE INFRASTRUCTURE PLAN	26,900.00	80.00%	21,520.00	10,760.00	10,760.00
TASK 3 TRAFFIC IMPACT ANALYSIS	6,800.00	100.00%	6,800.00	0.00	6,800.00
TASK 4 CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT	62,000.00	17.00%	10,540.00	10,540.00	0.00
TASK 5 AGENCY PERMITTING	28,000.00	0.00%	0.00	0.00	0.00
TASK 6 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	4,780.11	0.00%	0.00	0.00	0.00
TASK 8 CONSTRUCTION PHASE SERVICES	33,460.80	0.00%	0.00	0.00	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
OFFICE EXPENSE	2,044.94	HOURLY	285.55	285.55	0.00
Subtotal	194,500.00		56,903.05	33,593.05	23,310.00
<b>Total</b>					<b>23,310.00</b>

**Total Invoice: \$23,310.00**

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
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**CRE-KL SEMINOLE WOODS OWNER, LLC**  
**ATTN: CHRISTOPHER REESE**  
**14025 RIVEREDGE DR**  
**SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249027003-0922**  
**Invoice Date: Sep 30, 2022**  
**Invoice Amount: \$2,222.75**  
  
**Project No: 249027003**  
**Project Name: ENCLAVE AT SEMINOLE PALMS**  
**Project Manager: SUDDETH, TYLER**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Sep 30, 2022**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 DUE DILIGENCE REPORT	3,400.00	100.00%	3,400.00	3,400.00	0.00
TASK 2 CONCEPTUAL SITE PLANNING	2,400.00	100.00%	2,400.00	2,400.00	0.00
TASK 3 PRELIMINARY SITE GRADING	6,214.15	99.89%	6,207.50	6,207.50	0.00
<b>AMENDMENT 1</b>					
TASK 1 SUBDIVISION MASTER PLAN	11,500.00	50.00%	5,750.00	5,750.00	0.00
TASK 2 MASTER DRAINAGE INFRASTRUCTURE PLAN	26,900.00	80.00%	21,520.00	21,520.00	0.00
TASK 3 TRAFFIC IMPACT ANALYSIS	6,800.00	100.00%	6,800.00	6,800.00	0.00
TASK 4 CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT	62,000.00	17.00%	10,540.00	10,540.00	0.00
TASK 5 AGENCY PERMITTING	28,000.00	0.00%	0.00	0.00	0.00
TASK 6 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	4,780.11	0.00%	0.00	0.00	0.00
TASK 8 CONSTRUCTION PHASE SERVICES	33,460.80	6.35%	2,125.00	0.00	2,125.00
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
OFFICE EXPENSE	2,044.94	HOURLY	383.30	285.55	97.75
Subtotal	194,500.00		59,125.80	56,903.05	2,222.75
<b>Total</b>					<b>2,222.75</b>

**Total Invoice: \$2,222.75**

CRE-KL SEMINOLE WOODS OWNER, LLC  
 ATTN: CHRISTOPHER REESE  
 14025 RIVEREDGE DR  
 SUITE 175  
 TAMPA, FL 33637

Invoice No: 249027003-0922  
 Invoice Date: Sep 30, 2022  
 Project No: 249027003  
 Project Name: ENCLAVE AT SEMINOLE  
 PALMS  
 Project Manager: SUDDETH, TYLER

COST PLUS MAX  
 KHA Ref # 249027003.3-22653627

Task	Description	Hrs/Qty	Rate	Current Amount Due
CONSTRUCTION PHASE SVCS	ANALYST	12.5	170.00	2,125.00
TOTAL CONSTRUCTION PHASE SVCS		12.5		2,125.00
OFFICE EXPENSE	OFFICE EXPENSE			97.75
TOTAL OFFICE EXPENSE				97.75
TOTAL LABOR AND EXPENSE DETAIL				2,222.75

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

Please remit payment electronically to:		If paying by check, please remit to:	
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.	
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163	P.O. BOX 932520	
Account Number:	2073089159554	ATLANTA, GA 31193-2520	
ABA#:	121000248		

CRE-KL SEMINOLE WOODS OWNER, LLC  
 ATTN: CHRISTOPHER REESE  
 14025 RIVEREDGE DR  
 SUITE 175  
 TAMPA, FL 33637

Invoice No: 249027003-1022  
 Invoice Date: Oct 31, 2022  
 Invoice Amount: \$10,115.00  
 Project No: 249027003  
 Project Name: ENCLAVE AT SEMINOLE PALMS  
 Project Manager: SUDDETH, TYLER  
 Client Reference:

Federal Tax Id: 56-0885615  
 For Services Rendered through Oct 31, 2022

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 DUE DILIGENCE REPORT	3,400.00	100.00%	3,400.00	3,400.00	0.00
TASK 2 CONCEPTUAL SITE PLANNING	2,400.00	100.00%	2,400.00	2,400.00	0.00
TASK 3 PRELIMINARY SITE GRADING	6,214.15	99.89%	6,207.50	6,207.50	0.00
AMENDMENT 1					
TASK 1 SUBDIVISION MASTER PLAN	11,500.00	75.00%	8,625.00	5,750.00	2,875.00
TASK 2 MASTER DRAINAGE INFRASTRUCTURE PLAN	26,900.00	100.00%	26,900.00	21,520.00	5,380.00
TASK 3 TRAFFIC IMPACT ANALYSIS	6,800.00	100.00%	6,800.00	6,800.00	0.00
TASK 4 CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT	62,000.00	20.00%	12,400.00	10,540.00	1,860.00
TASK 5 AGENCY PERMITTING	28,000.00	0.00%	0.00	0.00	0.00
TASK 6 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	4,780.11	0.00%	0.00	0.00	0.00
TASK 8 CONSTRUCTION PHASE SERVICES	33,460.80	6.35%	2,125.00	2,125.00	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
OFFICE EXPENSE	2,044.94	HOURLY	383.30	383.30	0.00
Subtotal	194,500.00		69,240.80	59,125.80	10,115.00
Total					10,115.00

Total Invoice: \$10,115.00



## 249027003\_ROL\_TCT\_OCT.pdf

DocVerify ID: 5591FC56-44F3-49CE-AD49-D44D55EB5B26

Created: November 18, 2022 09:33:38 -8:00

Pages: 1

Electronic Notary: Yes / State: FL

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### E-Signature Summary

#### E-Signature 1: Heather Stone (HS)

November 18, 2022 09:37:37 -8:00 [EC3EA671D011] [208.127.224.42]  
heather.stone@kimley-horn.com (Principal)

#### E-Signature Notary: Tammy Scarlott (TLS)

November 18, 2022 09:37:37 -8:00 [2175783C693D] [208.127.224.42]  
tammy.scarlott@kimley-horn.com  
I, Tammy Scarlott, did witness the participants named above electronically sign this document.



**PARTIAL WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$10,115.00,  
hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished for invoice  
dated 10/31/2022 to KOLTER GROUP ACQUISITIONS, LLC  
on the job of ENCLAVE AT SEMINOLE PALMS

Description Of Property

KHA Project #: 249027003 Invoice: 249027003-1022

This waiver and release does not cover any retention or labor, services, or materials  
furnished after the date specified above.

DATED on 11/17/2022

**KIMLEY-HORN AND ASSOCIATES, INC.**

By: Heather Stone  
Signed on 2022/11/18 09:37:37 -8:00  
Heather Stone  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or X online notarization,  
this 17TH day of November, 2022, by Heather Stone, Assistant Secretary of Kimley-Horn and  
Associates, Inc., a North Carolina corporation. He / She is personally known to me or has provided \_\_\_\_\_ as  
identification.

My commission expires:  
12/03/2024

TLS Scarlott  
Signed on 2022/11/18 10:37:37 PST

Notary Public

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

**Tammy L. Scarlott**  
**Commission # HH 68903**  
Notary Public - State of Florida  
My Commission Expires Dec 03, 2024

Notary Stamp 2022/11/18 10:37:37 PST 217578309030

5591FC56-44F3-49CE-AD49-D44D55EB5B26 --- 2022/11/18 09:33:38 -8:00



Please remit payment electronically to:		If paying by check, please remit to:	
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.	
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163	P.O. BOX 932520	
Account Number:	2073089159554	ATLANTA, GA 31193-2520	
ABA#:	121000248		

CRE-KL SEMINOLE WOODS OWNER, LLC  
 ATTN: CHRISTOPHER REESE  
 14025 RIVEREDGE DR  
 SUITE 175  
 TAMPA, FL 33637

Invoice No: 249027003-0123  
 Invoice Date: Jan 31, 2023  
 Invoice Amount: \$27,000.00

Project No: 249027003  
 Project Name: ENCLAVE AT SEMINOLE PALMS  
 Project Manager: NIEVES, KIANA

Federal Tax Id: 56-0885615  
 For Services Rendered through Jan 31, 2023

Client Reference:

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 DUE DILIGENCE REPORT	3,400.00	100.00%	3,400.00	3,400.00	0.00
TASK 2 CONCEPTUAL SITE PLANNING	2,400.00	100.00%	2,400.00	2,400.00	0.00
TASK 3 PRELIMINARY SITE GRADING	6,214.15	99.89%	6,207.50	6,207.50	0.00
AMENDMENT 1					
TASK 1 SUBDIVISION MASTER PLAN	11,500.00	75.00%	8,625.00	8,625.00	0.00
TASK 2 MASTER DRAINAGE INFRASTRUCTURE PLAN	26,900.00	100.00%	26,900.00	26,900.00	0.00
TASK 3 TRAFFIC IMPACT ANALYSIS	6,800.00	100.00%	6,800.00	6,800.00	0.00
TASK 4 CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT	62,000.00	50.00%	31,000.00	12,400.00	18,600.00
TASK 5 AGENCY PERMITTING	28,000.00	30.00%	8,400.00	0.00	8,400.00
TASK 6 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	4,780.11	0.00%	0.00	0.00	0.00
TASK 8 CONSTRUCTION PHASE SERVICES	33,460.80	6.35%	2,125.00	2,125.00	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
OFFICE EXPENSE	2,044.94	HOURLY	383.30	383.30	0.00
Subtotal	194,500.00		96,240.80	69,240.80	27,000.00
Total					27,000.00

Total Invoice: \$27,000.00







## 249027003 0123 ROL HNA.pdf

DocVerify ID: BC5B30F7-5153-4626-A0F2-7C9BF908B9BE  
 Created: February 17, 2023 04:19:41 -8:00  
 Pages: 1  
 Electronic Notary: Yes / State: FL

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### E-Signature Summary

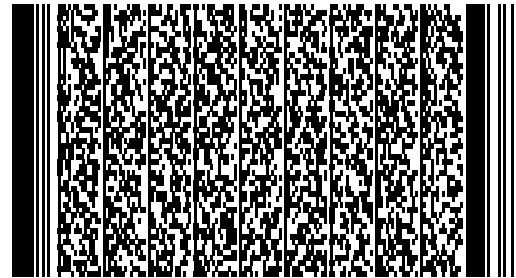
#### E-Signature 1: Heather Stone (HS)

February 17, 2023 04:22:20 -8:00 [E487A3A4A523] [134.238.172.9]  
 heather.stone@kimley-horn.com (Principal)

#### E-Signature Notary: Lisa M Hill (LMH)

February 17, 2023 04:22:20 -8:00 [56DD786F323D] [134.238.172.9]  
 lisa.hill@kimley-horn.com

I, Lisa M Hill, did witness the participants named above electronically sign this document.



Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
---	---

**CRE-KL SEMINOLE WOODS OWNER, LLC**  
**ATTN: CHRISTOPHER REESE**  
**14025 RIVEREDGE DR**  
**SUITE 175**  
**TAMPA, FL 33637**

**Invoice No: 249027003-0223**  
**Invoice Date: Feb 28, 2023**  
**Invoice Amount: \$2,875.00**  
  
**Project No: 249027003**  
**Project Name: ENCLAVE AT SEMINOLE PALMS**  
**Project Manager: NIEVES, KIANA**  
  
**Client Reference:**

**Federal Tax Id: 56-0885615**  
**For Services Rendered through Feb 28, 2023**

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 DUE DILIGENCE REPORT	3,400.00	100.00%	3,400.00	3,400.00	0.00
TASK 2 CONCEPTUAL SITE PLANNING	2,400.00	100.00%	2,400.00	2,400.00	0.00
TASK 3 PRELIMINARY SITE GRADING	6,214.15	99.89%	6,207.50	6,207.50	0.00
<b>AMENDMENT 1</b>					
TASK 1 SUBDIVISION MASTER PLAN	11,500.00	100.00%	11,500.00	8,625.00	2,875.00
TASK 2 MASTER DRAINAGE INFRASTRUCTURE PLAN	26,900.00	100.00%	26,900.00	26,900.00	0.00
TASK 3 TRAFFIC IMPACT ANALYSIS	6,800.00	100.00%	6,800.00	6,800.00	0.00
TASK 4 CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT	62,000.00	50.00%	31,000.00	31,000.00	0.00
TASK 5 AGENCY PERMITTING	28,000.00	30.00%	8,400.00	8,400.00	0.00
TASK 6 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	4,780.11	0.00%	0.00	0.00	0.00
TASK 8 CONSTRUCTION PHASE SERVICES	33,460.80	6.35%	2,125.00	2,125.00	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
OFFICE EXPENSE	2,044.94	HOURLY	383.30	383.30	0.00
Subtotal	194,500.00		99,115.80	96,240.80	2,875.00
<b>Total</b>					<b>2,875.00</b>

**Total Invoice: \$2,875.00**





## 249027003-0223 ROL HNA.pdf

DocVerify ID: F6A634D2-119C-4A2A-8633-C15A22F3A469  
Created: March 22, 2023 05:06:38 -8:00  
Pages: 1  
Electronic Notary: Yes / State: FL

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### E-Signature Summary

**E-Signature 1: Heather Stone (HS)**

March 22, 2023 05:07:46 -8:00 [A1AF439746B1] [134.238.172.9]  
heather.stone@kimley-horn.com (Principal)

**E-Signature Notary: Tammy L Scarlott (TLS)**

March 22, 2023 05:07:46 -8:00 [2E70E1C8E5D5] [134.238.172.9]  
tammy.scarlott@kimley-horn.com

I, Tammy L Scarlott, did witness the participants named above electronically sign this document.



Please remit payment electronically to:		If paying by check, please remit to:	
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.	
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163	P.O. BOX 932520	
Account Number:	2073089159554	ATLANTA, GA 31193-2520	
ABA#:	121000248		

CRE-KL SEMINOLE WOODS OWNER, LLC  
 ATTN: CHRISTOPHER REESE  
 14025 RIVEREDGE DR  
 SUITE 175  
 TAMPA, FL 33637

Invoice No: 249027003-0323  
 Invoice Date: Mar 31, 2023  
 Invoice Amount: \$36,600.00  
 Project No: 249027003  
 Project Name: ENCLAVE AT SEMINOLE PALMS  
 Project Manager: NIEVES, KIANA  
 Client Reference:

Federal Tax Id: 56-0885615  
 For Services Rendered through Mar 31, 2023

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TASK 1 DUE DILIGENCE REPORT	3,400.00	100.00%	3,400.00	3,400.00	0.00
TASK 2 CONCEPTUAL SITE PLANNING	2,400.00	100.00%	2,400.00	2,400.00	0.00
TASK 3 PRELIMINARY SITE GRADING	6,214.15	99.89%	6,207.50	6,207.50	0.00
AMENDMENT 1					
TASK 1 SUBDIVISION MASTER PLAN	11,500.00	100.00%	11,500.00	11,500.00	0.00
TASK 2 MASTER DRAINAGE INFRASTRUCTURE PLAN	26,900.00	100.00%	26,900.00	26,900.00	0.00
TASK 3 TRAFFIC IMPACT ANALYSIS	6,800.00	100.00%	6,800.00	6,800.00	0.00
TASK 4 CONSTRUCTION DRAWINGS (SITE PLAN) & PRELIM PLAT	62,000.00	100.00%	62,000.00	31,000.00	31,000.00
TASK 5 AGENCY PERMITTING	28,000.00	50.00%	14,000.00	8,400.00	5,600.00
TASK 6 FINAL PLAT ASSISTANCE AND COORDINATION	7,000.00	0.00%	0.00	0.00	0.00
TASK 7 WETLAND AND ENVIRONMENTAL PERMITTING ASSISTANCE	4,780.11	0.00%	0.00	0.00	0.00
TASK 8 CONSTRUCTION PHASE SERVICES	33,460.80	6.35%	2,125.00	2,125.00	0.00
REIMBURSABLE EXPENSES	0.00	HOURLY	0.00	0.00	0.00
OFFICE EXPENSE	2,044.94	HOURLY	383.30	383.30	0.00
Subtotal	194,500.00		135,715.80	99,115.80	36,600.00
Total					36,600.00

Total Invoice: \$36,600.00





## 249027003-0323 ROL HNA.pdf

DocVerify ID: BF00786B-9A8E-460B-A60E-667C7D7C8AFD  
 Created: April 18, 2023 13:05:11 -8:00  
 Pages: 1  
 Electronic Notary: Yes / State: FL

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### E-Signature Summary

**E-Signature 1: Heather Stone (HS)**

April 18, 2023 13:08:09 -8:00 [BB1052E9CD73] [134.238.172.9]  
 heather.stone@kimley-horn.com (Principal)

**E-Signature 2: Kyle Devanney (KD)**

April 18, 2023 13:08:09 -8:00 [D0C9FCCAD607] [134.238.172.9]  
 kyle.devanney@kimley-horn.com (Principal)

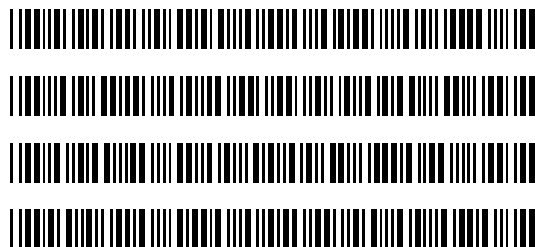
**E-Signature 3: Melizza Vanegas (MV)**

April 18, 2023 13:08:09 -8:00 [26F094D07E37] [134.238.172.9]  
 melizza.vanegas@kimley-horn.com (Principal)

**E-Signature Notary: Lisa M Hill (LMH)**

April 18, 2023 13:08:09 -8:00 [5AE4E2FC59DE] [134.238.172.9]  
 lisa.hill@kimley-horn.com

I, Lisa M Hill, did witness the participants named above electronically sign this document.





June 29, 2023

Seminole Palms Community Development District  
c/o District Manager  
Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746

Re: Letter Agreement for Acquisition of Improvements and Work Product

Dear District Manager,

Pursuant to that certain *Acquisition Agreement* dated August 18, 2022 ("**Acquisition Agreement**"), by and between the Seminole Palms Community Development District ("**District**") and CRE-KL Seminole Woods Owner LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**"<sup>1</sup> and "**Work Product**" as described in **Exhibit A** attached hereto. As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Work Product and the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.

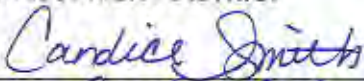
If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT**

**CRE-KL SEMINOLE WOODS OWNER LLC**

  
Name: Candice Smith  
Title: Chairman

**[SIGNATURE ON FOLLOWING PAGE]**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<sup>1</sup> The Improvements identified in Exhibit A are the completed improvements identified in Pay Applications 1 – 4 issued pursuant to the *Contractor Agreement*, dated November 23, 2022, between JW Site Development Inc. and CRE-KL Seminole Woods Owner LLC. The *Contractor Agreement* was assigned to the District in March 2023 and the remainder of the contract will be paid by the District.

June 29, 2023

Seminole Palms Community Development District  
c/o District Manager  
Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746

Re: Letter Agreement for Acquisition of Improvements and Work Product

Dear District Manager,

Pursuant to that certain *Acquisition Agreement* dated August 18, 2022 ("**Acquisition Agreement**"), by and between the Seminole Palms Community Development District ("**District**") and CRE-KL Seminole Woods Owner LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements<sup>1</sup>**" and "**Work Product**" as described in **Exhibit A** attached hereto. As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Work Product and the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.

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

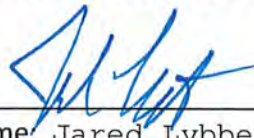
Agreed to by:

Sincerely,

**SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT**

**CRE-KL SEMINOLE WOODS OWNER LLC**

**[SIGNATURE ON PRIOR PAGE]**



Name: \_\_\_\_\_

Name: Jared Lybbert

Title: \_\_\_\_\_

Title: Authorized Signatory

<sup>1</sup> The Improvements identified in Exhibit A are the completed improvements identified in Pay Applications 1 – 4 issued pursuant to the *Contractor Agreement*, dated November 23, 2022, between JW Site Development Inc. and CRE-KL Seminole Woods Owner LLC. The *Contractor Agreement* was assigned to the District in March 2023 and the remainder of the contract will be paid by the District.

**EXHIBIT A**

<b>Company Name</b>	<b>Description</b>	<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Total Invoice Amount</b>	<b>Developer Portion</b>	<b>CDD Eligible Portion</b>
JW Site Development, Inc.	Site Work Contract	Pay App #1	01/25/2023	\$30,278.50	\$0	\$30,278.50
JW Site Development, Inc.	Site Work Contract	Pay App #2	02/27/2023	\$166,831.31	\$0	\$166,831.31
JW Site Development, Inc.	Site Work Contract	Pay App #3	03/28/2023	\$132,367.06	\$0	\$132,367.06
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0621	06/30/2021	\$31,592.45	\$6,800.00	\$24,792.45
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0721	07/31/2021	\$5,100.43	\$0	\$5,100.43
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0921	09/30/2021	\$16,238.15	\$0	\$16,238.15
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-1021	10/31/2021	\$28,393.40	\$0	\$28,393.40
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-1121	11/30/2021	\$88,600.00	\$0	\$88,600.00
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-1221	12/31/2021	\$36,103.52	\$0	\$36,103.52
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0122	01/31/2022	\$22,971.90	\$0	\$22,971.90
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0222	02/28/2022	\$27,743.02	\$0	\$27,743.02
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0322	03/30/2022	\$44,968.78	\$0	\$44,968.78
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0422	04/30/2022	\$38,263.09	\$0	\$38,263.09
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0522	05/31/2022	\$24,360.72	\$0	\$24,360.72
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0722	07/31/2022	\$41,155.17	\$0	\$41,155.17
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0822	08/31/2022	\$105,971.88	\$0	\$105,971.88
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0922	09/30/2022	\$24,770.44	\$0	\$24,770.44
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0223	02/28/2023	\$68,920.00	\$0	\$68,920.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0322	03/31/2022	\$4,350.00	\$4,350.00	\$0
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0422	04/30/2022	\$7,043.49	\$1,450.00	\$5,593.49
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0722	07/31/2022	\$22,199.56	\$0	\$22,199.56
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0822	08/31/2022	\$23,310.00	\$0	\$23,310.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0922	09/30/2022	\$2,222.75	\$0	\$2,222.75
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-1022	10/31/2022	\$10,115.00	\$0	\$10,115.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0123	01/31/2023	\$27,000.00	\$0	\$27,000.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0223	02/28/2023	\$2,875.00	\$0	\$2,875.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0323	03/31/2023	\$36,600.00	\$0	\$36,600.00
			<b>TOTALS:</b>	<b>\$1,070,345.62</b>	<b>\$12,600.00</b>	<b>\$1,057,745.62</b>

**CORPORATE DECLARATION AND AGREEMENT  
[IMPROVEMENTS & WORK PRODUCT]**

I, Jared Lybbert, as Authorized Signatory of CRE-KL Seminole Woods Owner LLC, a Delaware limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Jared Lybbert, and I am Authorized Signatory of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Seminole Palms Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Revised Master and First Supplemental Engineer's Report Seminole Palms Community Development District*, dated August 19, 2022 and updated February 22, 2023 ("**Engineer's Report**") describes certain public infrastructure improvements and 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. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product. Developer hereby represents that no amounts are owed to contractors and no liens are on the property and related to the installation and/or creation of the improvements and work product.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 29th day of June, 2023.

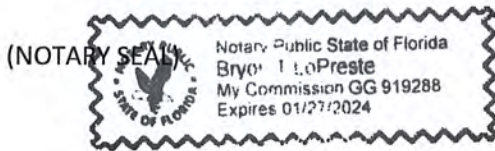
CRE-KL SEMINOLE WOODS OWNER LLC

Name: Jared Lybbert  
Title: Authorized Signatory

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 29<sup>th</sup> day of June, 2023, by Jared Lybbert as Authorized Signatory of CRE-KL Seminole Woods Owner LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF FLORIDA



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

Exhibit A – Description of Improvements & Work Product

**EXHIBIT A**

<b>Company Name</b>	<b>Description</b>	<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Total Invoice Amount</b>	<b>Developer Portion</b>	<b>CDD Eligible Portion</b>
JW Site Development, Inc.	Site Work Contract	Pay App #1	01/25/2023	\$30,278.50	\$0	\$30,278.50
JW Site Development, Inc.	Site Work Contract	Pay App #2	02/27/2023	\$166,831.31	\$0	\$166,831.31
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Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0621	06/30/2021	\$31,592.45	\$6,800.00	\$24,792.45
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			<b>TOTALS:</b>	<b>\$1,070,345.62</b>	<b>\$12,600.00</b>	<b>\$1,057,745.62</b>

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**[IMPROVEMENTS]**

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made the 27 day of June \_\_\_\_\_, 2023, by JW Site Development, Inc., having a mailing address of PO Box 817, Bunnell, Florida 32110 (“Contractor”), in favor of the Seminole Palms Community Development District (“District”), which is a local unit of special-purpose government situated in Flagler County, Florida, and having offices at c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746.

**RECITALS**

WHEREAS, pursuant to that certain *Contractor Agreement*, dated November 23, 2022 (“Contract”), between Contractor and CRE-KL Seminole Woods Owner LLC, a Delaware limited liability company (“Developer”), and assigned to the District in March 2023, Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** (“Improvements”); and

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

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

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

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist

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

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

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]



[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

**JW SITE DEVELOPMENT INC.**

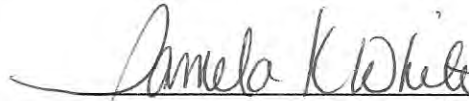
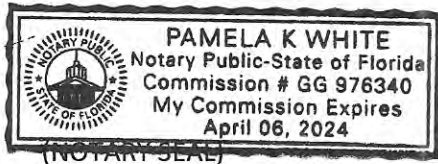


By: Austin Schatz

Its: Vice President

STATE OF Florida  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 27<sup>th</sup> day of June, 2023, by Austin Schatz as VP of JW Site Development, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



NOTARY PUBLIC, STATE OF Florida

Name: Pamela K white

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

**EXHIBIT A**

<b>Company Name</b>	<b>Description</b>	<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Total Invoice Amount</b>	<b>Developer Portion</b>	<b>CDD Eligible Portion</b>
JW Site Development, Inc.	Site Work Contract	Pay App #1	01/25/2023	\$30,278.50	\$0	\$30,278.50
JW Site Development, Inc.	Site Work Contract	Pay App #2	02/27/2023	\$166,831.31	\$0	\$166,831.31
JW Site Development, Inc.	Site Work Contract	Pay App #3	03/28/2023	\$132,367.06	\$0	\$132,367.06

**PROFESSIONAL ACKNOWLEDGMENT AND RELEASE**  
**[WORK PRODUCT]**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 29th day of June, 2023, by Kimley-Horn and Associates, Inc., having a mailing address of 189 South Orange Avenue, Suite 1000, Orlando, Florida 32801 ("Professional"), in favor of the Seminole Palms Community Development District ("District"), which is a local unit of special-purpose government situated in Flagler County, Florida, and having offices at Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746.

**RECITALS**

**WHEREAS**, pursuant to those certain *Agreement for Professional Services and Agreement for Professional Services (Enclave at Seminole Palms)*, both dated February 24 2022 (together, "**Contract**"), between Professional and CRE-KL Seminole Woods Owner LLC, a Delaware limited liability company ("**Developer**"), Professional has created certain work product, as described in **Exhibit A ("Work Product")**; and

**WHEREAS**, Developer 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; and

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

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

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


2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract to the same extent as Developer, including but not limited to any warranties and other forms of indemnification, if any.

3. **CERTIFICATION.** 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, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

Notwithstanding anything to the contrary herein, Professional is owed \$150,524.89 related to the Work Product and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

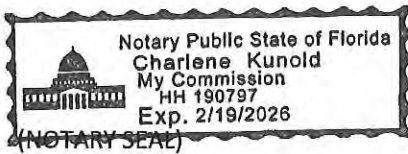
4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

**KIMLEY-HORN AND ASSOCIATES, INC.**

  
By: Jonathan A. Martin, PE  
Its: Sr. Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 29<sup>th</sup> day of June, 2023, by Jonathan A. Martin as Sr Vice President of Kimley-Horn & Assoc, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



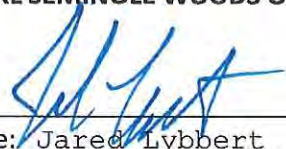
  
NOTARY PUBLIC, STATE OF FLORIDA

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

**ACKNOWLEDGMENT & ACCEPTANCE BY DEVELOPER**

The Developer acknowledges that the Professional is owed the outstanding balances of \$150,524.89 for work product created under the above-referenced Contract. The Developer agrees to pay the outstanding amounts to the Professional as stated in the Contract.

**CRE-KL SEMINOLE WOODS OWNER LLC**

  
Name: Jared Lybbert  
Title: Authorized Signatory

**EXHIBIT A**

<b>Company Name</b>	<b>Description</b>	<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Total Invoice Amount</b>	<b>Developer Portion</b>	<b>CDD Eligible Portion</b>
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Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0522	05/31/2022	\$24,360.72	\$0	\$24,360.72
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**DISTRICT ENGINEER'S CERTIFICATE  
[IMPROVEMENTS & WORK PRODUCT]**

June 29, 2023

Board of Supervisors  
Seminole Palms Community Development District

Re: Acquisition of Improvements and Work Product

Ladies and Gentlemen:

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

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Work Product and Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Revised Master and First Supplemental Engineer's Report Seminole Palms Community Development District*, dated August 19, 2022 and updated February 22, 2023 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. I am not aware of any defects in the Work Product or the Improvements. The Work Product was created in accordance with the Professional Standard of Care ordinarily exercised by consultants performing the same or similar services in the same locality at the time services are provided
4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.

**KIMLEY-HORN AND ASSOCIATES, INC.**

*Lindsey Tercilla, Esq.*

Lindsey Tercilla, Esq., In-House Counsel  
Kimley-Horn and Associates, Inc.

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

**EXHIBIT A**

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Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0223	02/28/2023	\$68,920.00	\$0	\$68,920.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0322	03/31/2022	\$4,350.00	\$4,350.00	\$0
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0422	04/30/2022	\$7,043.49	\$1,450.00	\$5,593.49
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0722	07/31/2022	\$22,199.56	\$0	\$22,199.56
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0822	08/31/2022	\$23,310.00	\$0	\$23,310.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0922	09/30/2022	\$2,222.75	\$0	\$2,222.75
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-1022	10/31/2022	\$10,115.00	\$0	\$10,115.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0123	01/31/2023	\$27,000.00	\$0	\$27,000.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0223	02/28/2023	\$2,875.00	\$0	\$2,875.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0323	03/31/2023	\$36,600.00	\$0	\$36,600.00
			<b>TOTALS:</b>	<b>\$1,070,345.62</b>	<b>\$12,600.00</b>	<b>\$1,057,745.62</b>

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[IMPROVEMENTS & WORK PRODUCT]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 29 day of June, 2023, by and between **CRE-KL SEMINOLE WOODS OWNER LLC**, a Delaware limited liability company, with an address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Grantor**"), and for good and valuable consideration, to it paid by the **SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746.

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

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

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

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

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whatsoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**



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

Signed, sealed and delivered by:

WITNESSES

CRE-KL SEMINOLE WOODS OWNER LLC

By: [Signature]  
Name: Myssa Livingston

[Signature]  
Name: Jared Lybbert  
Title: Authorized Signatory

By: [Signature]  
Name: Bryon T. LoPreste

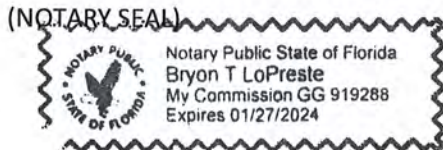
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 29<sup>th</sup> day of June, 2023, by Jared Lybbert as Authorized Signatory of CRE-KL Seminole Woods Owner LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

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



**EXHIBIT A**

<b>Company Name</b>	<b>Description</b>	<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Total Invoice Amount</b>	<b>Developer Portion</b>	<b>CDD Eligible Portion</b>
JW Site Development, Inc.	Site Work Contract	Pay App #1	01/25/2023	\$30,278.50	\$0	\$30,278.50
JW Site Development, Inc.	Site Work Contract	Pay App #2	02/27/2023	\$166,831.31	\$0	\$166,831.31
JW Site Development, Inc.	Site Work Contract	Pay App #3	03/28/2023	\$132,367.06	\$0	\$132,367.06
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0621	06/30/2021	\$31,592.45	\$6,800.00	\$24,792.45
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0721	07/31/2021	\$5,100.43	\$0	\$5,100.43
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0921	09/30/2021	\$16,238.15	\$0	\$16,238.15
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-1021	10/31/2021	\$28,393.40	\$0	\$28,393.40
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-1121	11/30/2021	\$88,600.00	\$0	\$88,600.00
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-1221	12/31/2021	\$36,103.52	\$0	\$36,103.52
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0122	01/31/2022	\$22,971.90	\$0	\$22,971.90
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0222	02/28/2022	\$27,743.02	\$0	\$27,743.02
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0322	03/30/2022	\$44,968.78	\$0	\$44,968.78
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0422	04/30/2022	\$38,263.09	\$0	\$38,263.09
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0522	05/31/2022	\$24,360.72	\$0	\$24,360.72
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0722	07/31/2022	\$41,155.17	\$0	\$41,155.17
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0822	08/31/2022	\$105,971.88	\$0	\$105,971.88
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0922	09/30/2022	\$24,770.44	\$0	\$24,770.44
Kimley-Horn and Associates, Inc.	Seminole Woods Mixed Use	249006000-0223	02/28/2023	\$68,920.00	\$0	\$68,920.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0322	03/31/2022	\$4,350.00	\$4,350.00	\$0
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Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0722	07/31/2022	\$22,199.56	\$0	\$22,199.56
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Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0922	09/30/2022	\$2,222.75	\$0	\$2,222.75
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-1022	10/31/2022	\$10,115.00	\$0	\$10,115.00
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Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0223	02/28/2023	\$2,875.00	\$0	\$2,875.00
Kimley-Horn and Associates, Inc.	Enclave at Seminole Palms	249027003-0323	03/31/2023	\$36,600.00	\$0	\$36,600.00
			<b>TOTALS:</b>	<b>\$1,070,345.62</b>	<b>\$12,600.00</b>	<b>\$1,057,745.62</b>

# EXHIBIT 15

**CHANGE ORDER NO. 1**

Date of Issuance: June 27, 2023 Effective Date: \_\_\_\_\_

Project: <b>Seminole Palms</b>	District: <b>Seminole Palms Community Development District</b>	District's Contract No.:
Contract: <b>Seminole Palms Project – Construction Site Work</b>		Date of Contract: <b>November 23, 2022</b> <b>Assigned to District on March 3, 2023</b>
Contractor: <b>JW Site Development Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Plan Change – Lake Addition**

Attachments: **See attached Exhibit A**

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$2,808,802.63**

Increase/Decrease from prior Change Orders:

\_\_\_\_\_

Contract Price prior to this Change Order:

**\$2,808,802.63**

Increase/Decrease of this Change Order:

**\$275,164.23**

Contract Price incorporating this Change Order:

**\$3,083,966.86**

**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**KIMLEY-HORN AND ASSOCIATES  
INC.**

By: *Cary Little*

Title: Associate

Date: 6/27/23

ACCEPTED:  
**SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT**

By: [SIGNATURE ON NEXT PAGE]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:  
**JW SITE DEVELOPMENT INC.**

By: *[Signature]*

Title: Vice President

Date: 06/27/2023

**CHANGE ORDER NO. 1**

Date of Issuance: June 27, 2023 Effective Date: \_\_\_\_\_

Project: <b>Seminole Palms</b>	District: <b>Seminole Palms Community Development District</b>	District's Contract No.:
Contract: <b>Seminole Palms Project – Construction Site Work</b>		Date of Contract: <b>November 23, 2022</b> <b>Assigned to District on March 3, 2023</b>
Contractor: <b>JW Site Development Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Plan Change – Lake Addition**

Attachments: **See attached Exhibit A**

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$2,808,802.63**

Increase/Decrease from prior Change Orders:

\_\_\_\_\_

Contract Price prior to this Change Order:

**\$2,808,802.63**

Increase/Decrease of this Change Order:

**\$275,164.23**

Contract Price incorporating this Change Order:

**\$3,083,966.86**

**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_;

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**KIMLEY-HORN AND ASSOCIATES  
INC.**

By: [SIGNATURE ON PRIOR PAGE]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:  
**SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT**

By: 

Title: Vice Chair

Date: 6/27/23

ACCEPTED:  
**JW SITE DEVELOPMENT INC.**

By: 

Title: Vice President

Date: 06/27/2023

# EXHIBIT 16



# JW SITE DEVELOPMENT INC

## Change Order Proposal #02

Date: May 23, 2023

Submitted To: Chris Reese Project Name: Seminole Palms

We here by submit this change order for the following:

Scope of Work: Additional excavation needed for the site

Item:	Qty.	UOM	Cost	Total
Cut/Fill	59,381	CY	\$4.60	\$273,152.60

Grand Total: \$273,152.60

Payment due 30 days after receipt of invoice.

All work to be completed in a workman-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written. JW Site Development employees are fully covered by workman's compensation insurance.




Austin Schatz

### Acceptance Of Change Order

I/WE have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal from. I/We agree to the proposal terms of payment and will release the funds as per agreed herein.

Authorized Signatory: Name: \_\_\_\_\_ Date: \_\_\_\_\_

	PO Box 817 Bunnell, FL 32110	PHONE 386-263-0133 EMAIL cara@jwsitedevelopment.com
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# EXHIBIT 17

## AGREEMENT FOR ENGINEERING SERVICES

**THIS AGREEMENT** (“**Agreement**”) is made and entered into this 20th day of July, 2023, by and between:

**Seminole Palms Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Palm Coast, Florida, with a mailing address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

**Kimley-Horn and Associates, Inc.**, a North Carolina corporation, providing professional engineering services with a mailing address of 189 South Orange Avenue, Suite 1000, Orlando, Florida 32801 (“**Engineer**”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the City Council for the City of Palm Coast, Florida; and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors (“**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**1. SCOPE OF SERVICES.**

- a. The Engineer will provide general engineering services, including:
  - i. Preparation of any necessary reports and attendance at meetings of the Board.
  - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - i. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
  - ii. Processing of contractor's pay estimates.
  - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - iv. Final inspection and requested certificates for construction including the final certificate of construction.
  - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**2. REPRESENTATIONS.** The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards exercised by consultants performing the same or similar services in the same locality at the time the services are provided .
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto is hereby approved.

**4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. Payment of each invoice will be due within 30 days of receipt by the District. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

**5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. **TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. **SPECIAL SERVICES.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on an hourly basis at Consultant's then-current hourly rates.

8. **BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. **OWNERSHIP OF DOCUMENTS.**

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**10. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**11. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**12. COST ESTIMATES.** Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**13. INSURANCE.** Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation

Statutory

General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**14. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**15. AUDIT.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records

of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

**16. INDEMNIFICATION.** Engineer agrees to indemnify, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

**17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**18. SOVEREIGN IMMUNITY.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

**19. PUBLIC RECORDS.** The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.



- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT VESTA PROPERTY SERVICES INC., DMCINNES@VESTAPROPERTYSERVICES.COM, 321-263-1032, OR 250 INTERNATIONAL PKWY, SUITE 208, LAKE MARY, FLORIDA 32746.**

**20. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**21. CONFLICTS OF INTEREST.** The Engineer shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

**22. SUBCONTRACTORS.** The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

**23. INDEPENDENT CONTRACTOR.** The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**24. ASSIGNMENT.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

**25. THIRD PARTIES.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**26. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Flagler County, Florida.

**27. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**28. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

**29. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

**30. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**31. NOTICES.** All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day’s written notice to the parties and addressees set forth herein.

**32. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys’ fees.

**33. E-VERIFY.** The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**34. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:

*Candice Smith*

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Chairman, Board of Supervisors

Secretary

**KIMLEY-HORN AND ASSOCIATIES INC.**

*[Handwritten Signature]*

Witness

*[Handwritten Signature]*

By: Lindsey Tercilla, Esq.

Its: In-House Counsel

**EXHIBIT A**

**HOURLY FEE SCHEDULE**

**Kimley-Horn and Associates, Inc.**

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**Hourly Labor Rate Schedule**

<b>Classification</b>	<b>Rate</b>
Analyst	\$155 - \$215
Professional	\$215 - \$280
Senior Professional I	\$260 - \$360
Senior Professional II	\$350 - \$380
Senior Technical Support	\$170 - \$265
Support Staff	\$125 - \$150
Technical Support	\$150 - \$180

Effective through December 31, 2023

Subject to adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

August 1, 2023

Seminole Palms Community Development District  
City of Palm Coast, Florida

Subject: **Work Authorization Number 1**  
**Seminole Palms Community Development District**

Dear Chairman, Board of Supervisors:

Kimley-Horn and Associates Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for the Seminole Palms Community Development District ("**District**"). We will provide these services pursuant to our current agreement dated July 20, 2023 ("**Engineering Agreement**") as follows:

**I. Scope of Work**

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

**II. Fees**

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

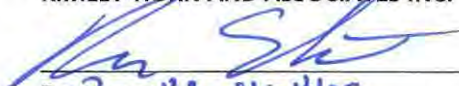
Sincerely,

SEMINOLE PALMS COMMUNITY DEVELOPMENT  
DISTRICT

KIMLEY-HORN AND ASSOCIATES INC.

DocuSigned by:

By: Candice Smith  
C6D8BCF88ED4424...  
Authorized Representative  
Date: 8/7/2023

  
By: Brooks Stichter  
Date: 8/1/23

August 1, 2023

Seminole Palms Community Development District  
City of Palm Coast, Florida

Subject: **Work Authorization Number 2 – Seminole Palms Site Work Project  
Seminole Palms Community Development District**

Dear Chairman, Board of Supervisors:

Kimley-Horn and Associates Inc. (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Seminole Palms Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated July 20, 2023 (“**Engineering Agreement**”) as follows:

**I. Scope of Work**

***Enclave***

**Task 1 – Agency Permitting (\$36,500)**

Kimley-Horn will prepare drainage calculations consistent with those required by the St. Johns River Water Management District (SJRWMD) for Standard Environmental Resource Construction Permit(s) and those required by the City of Palm Coast for site approval. Kimley-Horn will prepare and submit applications for development approvals to the following outside agencies:

- City of Palm Coast (Site Permit, Preliminary Plat, & Final Plat)
- Florida Department of Environmental Protection (FDEP) Sewer Permit
- Florida Department of Environmental Protection (FDEP) Potable Water Permit
- National Pollutant Discharge Elimination System (NPDES) Permit
- St. Johns River Water Management District Environmental Resource Permit

Any permitting efforts through agencies not listed above will be provided as an additional service.

**Task 2 – Final Plat Assistance and Coordination (\$7,000)**

Kimley-Horn will coordinate with the Client’s Surveyor in the approval of the final plat. The Surveyor will coordinate with the Client on the dedication and consents for the plat. Kimley-Horn will remain available to provide assistance in obtaining the necessary documents required for processing the plat; submitting and processing the plat through the City of Palm Coast; receiving and assistance in making revisions per staff’s review; and submittal of documents relative to final plat approval.

If additional final plat submittals are required, it shall be considered an additional service.

**Task 3 – Wetland and Environmental Permitting Assistance (Hourly NTE \$5,000)**

Kimley-Horn will be available to coordinate and assist with the Client’s environmental consultant, Carter Environmental, with applying for a formal wetland determination through the SJRWMD and FDEP, as requested and authorized, on an hourly basis.

**Task 4 – Construction Phase Services (Hourly NTE \$32,777.25)**

Kimley-Horn will be available to provide construction phase services as requested to support the development. A fee estimate has been provided for this Task and assumes up to 3 manhours per week (170 hours total) throughout the estimated 13 month construction schedule. These services may include, but are not limited to:

- Attend construction meetings
- Review and approval of shop drawings and submittals required for the site improvements controlled by our design of documents.
- Review and reply to Contractor's request for information during construction phase.
- Site visits shall be coordinated with the Client and General Contractor to include: Pre-construction meeting with General Contractor; punch list inspection; and close-out review.
- Review of "as-built" documents, submitted by the General Contractor, and assist with obtaining final inspections and Certifications of Completion, as required for approval of the project.
- Coordination of bond releases and maintenance bonds.
- Submit Certifications of Completion as required to appropriate agencies.

If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

**Task 5 – City of Flagler Beach Reclaimed Water Main Relocation (\$15,000)**

The Client would like to vacate an existing reclaimed water main easement that is currently dedicated to the City of Flagler Beach and Kimley-Horn will assist the Client in re-designing ±4,600 LF of the reclaimed water main and provide two proposed well locations that will comply with the City of Flagler Beach's utility standards. Kimley-Horn shall coordinate with the appropriate agencies and municipalities to provide construction level documentation of the reclaimed water main relocation.

***Seminole Palms (Single Family, Townhome, Amenity)***

**Task 6 – Townhome and Amenity Permitting (\$14,750)**

Kimley-Horn shall prepare and submit on the Owner's behalf required permitting packages for the Townhome and Amenity developments, review/approval of construction documents, and attend meetings required to obtain the following agency approvals:

- City of Palm Coast Amenity Site Permit Plan Review
- City of Palm Coast Townhome Site Permit Plan Review
- St. Johns River Water Management District Environmental Resource Permit
- Florida Department of Environmental Protection (FDEP) Sewer Permit
- Florida Department of Environmental Protection (FDEP) Potable Water Permit
- National Pollutant Discharge Elimination System (NPDES) Permit



Kimley-Horn will monitor and respond to agency comments, as required, to expedite permit issuance. Responding to requests for additional information from the jurisdictional agencies beyond what normal and customary, and responding to permitting issues beyond our control which result in site plan modification(s) are outside of this scope of services, and will be provided as needed, as an Additional Service only after prior written authorization by Owner. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

SEMINOLE PALMS COMMUNITY DEVELOPMENT  
DISTRICT

KIMLEY-HORN AND ASSOCIATES INC.

DocuSigned by:  
Candice Smith  
By: Candice Smith  
C6D8BCF88ED4424  
Authorized Representative  
Date: 8/7/2023

[Signature]  
By: Brooks Stehlar  
Date: 8/1/23

August 1, 2023

Seminole Palms Community Development District  
City of Palm Coast, Florida

Subject: **Work Authorization Number 3 – Seminole Palms Citation Blvd  
Seminole Palms Community Development District**

Dear Chairman, Board of Supervisors:

Kimley-Horn and Associates Inc. ("Engineer") is pleased to submit this work authorization to provide engineering services for the Seminole Palms Community Development District ("District"). We will provide these services pursuant to our current agreement dated July 20, 2023 ("Engineering Agreement") as follows:

**I. Scope of Work**

***Seminole Palms (Citation Blvd)***

**Task 1 – Citation Blvd Construction Phase Services (Hourly NTE \$31,026.50)**

Kimley-Horn will be available to provide construction phase services as requested to support the construction of Citation Blvd. A fee estimate has been provided for this Task and assumes up to 5 man hours per week (180 hours total) throughout and estimated 9 month construction schedule. These services may include, but are not limited to:

- Attend construction meetings
- Review and approval of shop drawings and submittals required for the site improvements controlled by our design of documents.
- Review and reply to Contractor's request for information during construction phase.
- Site visits shall be coordinated with the Client and General Contractor to include: Pre-construction meeting with General Contractor; punch list inspection; and close-out review.
- Review of "as-built" documents, submitted by the General Contractor, and assist with obtaining final inspections and Certifications of Completion, as required for approval of the project.
- Coordination of bond releases and maintenance bonds.
- Submit Certifications of Completion as required to appropriate agencies.

If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

**Task 2 – Citation Blvd VE Design Document Revisions (\$45,000)**

Kimley-Horn will update all design documents (Master Drainage Report, Stormwater Collection System calculations, Paving, Grading, Drainage Plans, Utility Plans, Roadway Plan/Profile Sheets) affected by the design revision as the project has already been designed and permitted with the applicable jurisdictions.

**Task 3 – Citation Blvd Revision Permitting (\$18,500)**

Kimley-Horn shall prepare and submit on the Owner's behalf required permit revision package for the Citation Blvd drainage design revision, review/approval of construction documents, and attend meetings required to obtain the following agency approvals:

- City of Palm Coast Site Permit Plan Revision
- St. Johns River Water Management District Environmental Resource Permit Major Modification

Kimley-Horn will monitor and respond to agency comments, as required, to expedite permit issuance. Responding to requests for additional information from the jurisdictional agencies beyond what normal and customary, and responding to permitting issues beyond our control which result in site plan modification(s) are outside of this scope of services, and will be provided as needed, as an Additional Service only after prior written authorization by Owner. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

SEMINOLE PALMS COMMUNITY DEVELOPMENT  
DISTRICT

KIMLEY-HORN AND ASSOCIATES INC.

DocuSigned by:  
 By: Candice Smith  
 C6D8B6CF88FD4424  
 Authorized Representative  
 Date: 8/7/2023

*Brooks Stickler*  
 By: Brooks Stickler  
 Date: 8/1/23

# EXHIBIT 18

## AMENDED & RESTATED ACQUISITION AGREEMENT

**THIS AMENDED & RESTATED ACQUISITION AGREEMENT** (“**Agreement**”) is made and entered into, by and between:

**CRE-KL SEMINOLE WOODS OWNER, LLC**, a Delaware limited liability company, with an address of 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 (“**Developer**”), and

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o DPF Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”).

### RECITALS

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

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the primary owner of lands within the boundaries of the District; and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “**Project**” and as detailed in the *Revised Master and First Supplemental Engineer’s Report*, dated August 19, 2022 (updated February 22, 2023) (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**; and

**WHEREAS**, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds (“**Bonds**”); and

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

**WHEREAS**, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

**WHEREAS**, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real

property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

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

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**2. ADVANCED FUNDING.** Prior to the issuance of the Bonds, the Developer may elect to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. The funds ("**Advanced Funds**") shall be placed in the District's depository as determined by the District, and shall be repaid to the Developer solely from available proceeds of the Bonds, subject to the terms of this Agreement. The District shall individually account for costs incurred and Advanced Funds expended in connection with the Project.

**3. WORK PRODUCT AND IMPROVEMENTS.** The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

b. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").

- c. **Conveyances on "As Is" Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights the Developer may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. **Transfers to Third Party Governments; Payment for Transferred Property** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, and to the extent permitted by applicable law as determined in the sole discretion of the District's bond counsel, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District's acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.
- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product

and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the 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 operations and maintenance responsibilities.

**4. CONVEYANCE OF REAL PROPERTY.** The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the



party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

**5. TAXES, ASSESSMENTS, AND COSTS.**

- a. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
- i.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
  - ii.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. *Notice.*** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. *Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**6. ACQUISITIONS AND BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder, as well as reimburse Advanced Funds. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, or any Advanced Funds, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, or reimbursable Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions or payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions, or Advanced Funds. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and reimburse Advanced Funds, and, thus does not make payment to the Developer for any unfunded acquisitions, or any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

**7. CONTRIBUTIONS.** In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's applicable assessment report(s) ("**Assessment Report**"), and prior to the issuance of the Bonds, the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

**8. IMPACT FEE CREDITS.** In connection with the District's capital improvement plan, the District may finance certain infrastructure that may generate impact fee credits. Among other credits, the District anticipates that impact fee credits may be available from certain of the improvements contemplated under that Interlocal Agreement Regarding Citation Boulevard Extension, dated July 13, 2022. As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District's Project and financing arrangements, the District and the Developer agree that the Developer may retain any such impact fee credits, provided that (i) the Developer contributes a corresponding amount of Improvements, Work Product and/or Real Property as part of the District's capital improvement plan and/or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such impact fee credits, or (ii) the Developer agrees contractually to prepay debt assessments by a corresponding amount of such impact fee credits. Alternatively, the Developer may provide the proceeds of the impact fee credits to the District for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the Project.

**9. UTILITY CONNECTION FEES. [RESERVED.]**

**10. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

**11. ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**12. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

**13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**14. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

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

**17. ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

**19. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**20. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**21. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

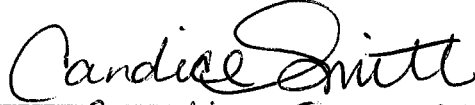
**22. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

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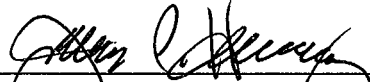
**WHEREFORE**, the parties below execute the *Amended and Restated Acquisition Agreement* to be effective as of the 18th day of August, 2022.

**SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT**



By: Candice Smith  
Its: Chairperson

**CRE-KL SEMINOLE WOODS OWNER, LLC**



By: James P. Harvey  
Its: Authorized Signatory

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

**REVISED MASTER AND FIRST SUPPLEMENTAL ENGINEER’S REPORT  
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

August 19, 2022 (updated February 22, 2023)

**1. PURPOSE**

This *Revised Master and First Supplemental Engineer’s Report (“Supplemental Report”)*, dated August 19, 2022 and updated February 22, 2023, supersedes and replaces the version first issued on August 19, 2022. This Supplemental Report revises and supplements the District’s February 2, 2022 *Engineer’s Report (“Master Report”)*, which described the District’s “Capital Improvement Plan” or “CIP.” The Master Report is being revised to expand the CIP in order to include public infrastructure for a 70.8-acre parcel of land recently added into the District and known as the “Enclave,”<sup>1</sup> and is being supplemented to address the District’s 2023 Project. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Report.

**2. THE 2023 PROJECT / REVISED CIP**

As noted, the District’s CIP has been revised to include the public infrastructure necessary for the development of the Enclave. The District’s 2023 Project includes the portion of the CIP that is necessary for the development of what is known as “**Phases 1 and 5**” (a/k/a “**Assessment Area One**” or “**2023 Project Area**”), which are intended to include 78 townhomes and 159 single family lots. Legal descriptions and sketches for Phases 1 and 5 are shown in **Exhibit A**.

**Product Mix**

The table below shows the product types for the CIP, broken out by project:

**PRODUCT TYPES**

PRODUCT TYPE	2023 PROJECT		FUTURE PHASES			TOTAL CIP PLANNED UNITS
	PHASE 1	PHASE 5	ENCLAVE	PHASE 2	PHASE 3	
20’ SF / TH Lots	0	78	0	0	0	78
40’ SF Lots	79	0	0	61	78	218
50’ SF Lots	80	0	182	64	89	415
<b>TOTAL</b>	<b>159</b>	<b>78</b>	<b>182</b>	<b>125</b>	<b>167</b>	<b>711</b>

**Revised CIP with Enclave**

The various improvements that are part of the overall CIP are described in detail in the Master Report, and those descriptions apply equally to the Enclave parcel. Additionally, there are certain

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<sup>1</sup> NOTE: On October 4, 2022, the City Council for the City of Palm Coast, Florida adopted Ordinance 2022-19 amending the District’s boundaries and adding the Enclave parcel into the District.

“master” or “off-site improvements” necessary for the development of the CIP now that Enclave is included, such as Flagler Beach water line relocation. Otherwise, the description of the CIP is the same as in the Master Report.

**List of 2023 Project Improvements**

Similarly, the descriptions of the CIP improvements apply to the 2023 Project. Thus, the 2023 Project includes, generally stated, the following items relating to Phases 1 and 5: public grading, roadways, stormwater management, utilities, hardscape/landscape/irrigation, conservation, the differential cost of undergrounding electrical conduit, and soft costs. Also, the 2023 Project includes the development of Citation Boulevard roadway and utility improvements, the amenity infrastructure and facility, mitigation, and related public grading and soft costs.

**Permits**

The status of the applicable permits necessary for the CIP is as follows:

Permit Description	Regulatory Agency	Status
Palm Coast Construction Plan	City of Palm Coast	Under Review
LOMR, V1	FEMA	Under Review
CLOMR	FEMA	Under Review
LOMR, V2	FEMA	To be Submitted after stormwater system construction completion
404 Permit App: 18-0411541-001-SFI	FDEP	Received Permit 1/13/2023
Environmental Resource Permit App:172928-1	St. Johns River Management District	Received Permit 12/22/2023
FDEP Water, Sewer	Florida Dept of Environmental Protection	To be Submitted 3/2023
NPDES	Florida Dept of Environmental Protection	To be Submitted 3/2023

**Estimated Costs / Benefits**

The table below shows the costs that are necessary for delivery of the public infrastructure for the various individual “neighborhood” phases of the CIP, as well as “master” improvements that may be outside of those phases.

**ESTIMATED COSTS OF DELIVERING THE 2023 PROJECT AND FUTURE PHASES**

FACILITY DESCRIPTION	2023 PROJECT		FUTURE PHASES			TOTAL CIP
	PHASE 1	PHASE 5	ENCLAVE	PHASE 2	PHASE 3	
CDD Clearing/Grading	\$843,274	\$598,987	\$1,397,637	\$959,916	\$1,282,447	\$5,082,261

Stormwater Management	\$1,517,050	\$1,012,574	\$2,362,672	\$1,622,714	\$2,167,947	\$8,682,958
CDD Roadways	\$897,039	\$598,987	\$1,397,637	\$959,916	\$1,282,447	\$5,136,026
Water & Wastewater	\$1,385,133	\$923,713	\$2,155,331	\$1,480,309	\$1,977,693	\$7,922,179
Landscape/Hardscape/Irrigation	\$738,738	\$493,671	\$1,151,899	\$791,139	\$1,056,962	\$4,232,408
Amenities	\$436,076	\$213,924	\$499,156	\$342,827	\$458,017	\$1,950,000
Conservation/Mitigation	\$145,359	\$71,308	\$166,385	\$114,276	\$152,672	\$650,000
Off-Site Improvements	\$672,779	\$448,692	\$1,046,948	\$719,058	\$960,661	\$3,848,138
Contingency	\$1,778,295	\$872,371	\$2,035,533	\$1,398,031	\$1,867,769	\$7,952,000
Professional Fees	\$796,254	\$523,423	\$1,221,320	\$838,819	\$1,120,662	\$4,500,476
<b>TOTAL</b>	<b>\$9,209,996</b>	<b>\$5,757,651</b>	<b>\$13,434,518</b>	<b>\$9,227,004</b>	<b>\$12,327,278</b>	<b>\$49,956,446</b>

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.
- d. Impact fee credits may be available from master roadway and utility improvements. The developer and the District will enter into an acquisition agreement whereby the developer may elect to keep any such credits, provided that consideration is provided to the District in the form of improvements, land, a prepayment of debt assessments, or other consideration.

### 3. CONCLUSION

The CIP (including the 2023 Project) will be designed in accordance with current governmental regulations and requirements. The CIP (including the 2023 Project) will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP (including the 2023 Project) as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the CIP (including the 2023 Project) is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP (including the 2023 Project), and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the CIP that is at least equal to the costs of the CIP, and, similarly, the assessable property within Phases 1 and 5



will receive a special benefit from the 2023 Project that is at least equal to the benefit amounts set forth herein.

As described above, this report identifies the benefits from the CIP (including the 2023 Project) to the lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enable properties within its boundaries to be developed.

The CIP (including the 2023 Project) will be owned by the District or other governmental units and such CIP (including the 2023 Project) is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP (including the 2023 Project) is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP (including the 2023 Project), and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP (including the 2023 Project) or the fair market value.

Please note that the CIP (including the 2023 Project) as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP (including the 2023 Project), as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



Brooks A. Stickler, P.E.      Date 5/30/23

# EXHIBIT 19

**RESOLUTION 2023-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023-2024 AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

**WHEREAS**, the Board desires to adopt the Fiscal Year 2023-2024 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023-2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 28<sup>th</sup> day of August, 2023.

ATTEST:

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

**Comp. Exhibit A:** Fiscal Year 2022-2023 Annual Meeting Schedule

**EXHIBIT "A"**

**BOARD OF SUPERVISORS MEETING DATES  
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022-2023**

The Board of Supervisors of the Seminole Palms Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at 55 Town Center Blvd, Palm Coast, FL 32164, at 11:00 a.m. unless otherwise indicated as follows:

October 23, 2023  
November 27, 2023  
December 25, 2023 – Christmas – Vesta Office Closed  
January 22, 2024  
February 26, 2024  
March 25, 2024  
April 22, 2024  
May 27, 2024 – Memorial Day – Vesta Office Closed  
June 24, 2024  
July 22, 2024  
August 26, 2024  
September 23, 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 250 International Parkway, Suite 208, Lake Mary, Florida 32746 or by calling (321) 263-0132 X-193.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (321) 263-0132 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

# EXHIBIT 20

## RESOLUTION 2023-13

### [RESTATED<sup>1</sup> SUPPLEMENTAL ASSESSMENT RESOLUTION WITH DELEGATION OF AUTHORITY - BONDS]

**A RESOLUTION RESTATING RESOLUTION 2022-41 AND SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (2023 PROJECT AREA); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING A SUPPLEMENTAL ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE 2023 BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE 2023 BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Seminole Palms Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the issuance of bonds secured by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notices and public hearings, Resolution 2022-25 and 2022-33 together with Resolutions 2023-02 and 2023-06 (together, "**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

**WHEREAS**, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

**WHEREAS**, on August 22, 2022, and in order to finance all or a portion of what is known as the "2023 Project" ("**Project**"), the District adopted Resolution 2022-40 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Special Assessment Revenue Bonds, Series 2023 (2023 Project Area) ("**2023 Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

**WHEREAS**, the District has secured the 2023 Bonds by levying debt service special assessments ("**Assessments**") pursuant to the terms of the Master Assessment Resolution, in accordance with the supplemental trust indenture applicable to the 2023 Bonds and associated financing documents; and

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<sup>1</sup> This Resolution restates Resolution 2022-41 to clarify certain terms and references that changed between the date of adoption of Resolution 2022-41 and until the closing on the Bonds on June 29, 2023.

**WHEREAS**, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Assessments, among other actions.

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

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. On April 25, 2022 and February 27, 2023, the District, after due notice and public hearings, adopted the Master Assessment Resolution which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provided that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds.
- b. The *Revised Master and First Supplemental Engineer's Report*, dated August 19, 2022 (updated February 22, 2023), and as further amended and supplemented from time to time, attached to this Resolution as **Exhibit A ("Engineer's Report")**, identifies and describes, among other things, the presently expected components of the 2023 Project. The Engineer's Report sets forth the estimated costs of the 2023 Project. The District hereby confirms that the 2023 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the 2023 Bonds.
- c. The *Master Special Assessment Methodology Report for Assessment Area One*, dated April 25, 2022, and as supplemented by the *Supplemental Special Assessment Methodology Report for Assessment Area One*, dated January 23, 2023 (updated June 15, 2023), and attached to this Resolution as **Exhibit B ("Assessment Report")**, applies to the 2023 Project and the actual terms of the 2023 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the 2023 Bonds.

- d. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the 2023 Project benefits all developable property within the “2023 Project Area” of the District, as further described in **Exhibit C** attached hereto (“**Assessment Area**”). Moreover, the benefits from the 2023 Project funded by the 2023 Bonds equal or exceed the amount of the special assessments (“**Assessments**”), as described in **Exhibit B**, and such Assessments are fairly and reasonably allocated across the Assessment Area. It is reasonable, proper, just and right to assess the portion of the costs of the 2023 Project to be financed with the 2023 Bonds to the specially benefited properties within the Assessment Area as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE 2023 BONDS.** As provided in Master Assessment Resolution, this Resolution is intended to set forth the terms of the 2023 Bonds and the final amount of the lien of the Assessments. **Composite Exhibit D** shows: (i) the rates of interest and maturity on the 2023 Bonds, (ii) the estimated sources and uses of funds of the 2023 Bonds, and (iii) the debt service due on the 2023 Bonds. The lien of the Assessments shall be the principal amount due on the 2023 Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s).

5. **ALLOCATION AND COLLECTION OF THE ASSESSMENTS.**

- a. The Assessments shall be allocated in accordance with **Exhibit B**. The Assessment Report, considered herein, reflects the actual terms of the issuance of the 2023 Bonds.
- b. Section 8 of Master Assessment Resolution sets forth the terms for collection and enforcement of the Assessments. The District hereby certifies the Assessments for collection to ensure payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. The District Manager is directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law and the applicable trust indenture in order to provide for the timely payment of debt service (and after taking into account any capitalized interest period, if any). Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Assessments and present same to the Board as required by law.

6. **IMPACT FEE CREDITS.** Consistent with Section 6.d. of Master Assessment Resolution, and in lieu of receiving impact fee credits from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address the credits.

7. **PREPAYMENT OF ASSESSMENTS.** Any owner of property subject to the Assessments may, at its option, pre-pay the entire amount of the 2023 Project Assessment any time, or a portion of the amount of the Assessments up to 2 times (or as otherwise provided by the supplemental indenture for the 2023 Bonds), plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the 2023 Bonds)), attributable to the property subject to the Assessments owned by such owner. Except as otherwise set forth herein, Section 8 of Master Assessment Resolution addresses prepayments for the Assessments.



8. **APPLICATION OF TRUE-UP PAYMENTS.** Section 9 of Master Assessment Resolution, together with the Assessment Report, shall govern true-up as it relates to the Assessments and 2023 Bonds.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **CONFLICTS.** This Resolution is intended to supplement Master Assessment Resolution, and to supersede and replace Resolution 2022-41, both of which remain in full force and effect and are applicable to the 2023 Bonds except as modified herein. This Resolution, the Master Assessment Resolution, and Resolution 2022-41 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

11. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

[CONTINUED ON NEXT PAGE]

**APPROVED** and **ADOPTED** this 28<sup>th</sup> day of August, 2023.

ATTEST:

**SEMINOLE PALMS  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

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

**Exhibit B:** *Master Special Assessment Methodology Report for Assessment Area One, dated April 25, 2022, and as supplemented by the Supplemental Special Assessment Methodology Report for Assessment Area One, dated January 23, 2023 (updated June 15, 2023)*

**Exhibit C:** Legal Description of the Assessment Area

**Comp. Exhibit D:** Maturities and Coupon of Bonds  
Sources and Uses of Funds for Bonds  
Annual Debt Service Payment Due on Bonds

**EXHIBIT A**

**REVISED MASTER AND FIRST SUPPLEMENTAL ENGINEER’S REPORT  
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

August 19, 2022 (updated February 22, 2023)

**1. PURPOSE**

This *Revised Master and First Supplemental Engineer’s Report* (“**Supplemental Report**”), dated August 19, 2022 and updated February 22, 2023, supersedes and replaces the version first issued on August 19, 2022. This Supplemental Report revises and supplements the District’s February 2, 2022 *Engineer’s Report* (“**Master Report**”), which described the District’s “Capital Improvement Plan” or “CIP.” The Master Report is being revised to expand the CIP in order to include public infrastructure for a 70.8-acre parcel of land recently added into the District and known as the “Enclave,”<sup>1</sup> and is being supplemented to address the District’s 2023 Project. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Report.

**2. THE 2023 PROJECT / REVISED CIP**

As noted, the District’s CIP has been revised to include the public infrastructure necessary for the development of the Enclave. The District’s 2023 Project includes the portion of the CIP that is necessary for the development of what is known as “**Phases 1 and 5**” (a/k/a “**Assessment Area One**” or “**2023 Project Area**”), which are intended to include 78 townhomes and 159 single family lots. Legal descriptions and sketches for Phases 1 and 5 are shown in **Exhibit A**.

**Product Mix**

The table below shows the product types for the CIP, broken out by project:

**PRODUCT TYPES**

PRODUCT TYPE	2023 PROJECT		FUTURE PHASES			TOTAL CIP PLANNED UNITS
	PHASE 1	PHASE 5	ENCLAVE	PHASE 2	PHASE 3	
20’ SF / TH Lots	0	78	0	0	0	78
40’ SF Lots	79	0	0	61	78	218
50’ SF Lots	80	0	182	64	89	415
<b>TOTAL</b>	<b>159</b>	<b>78</b>	<b>182</b>	<b>125</b>	<b>167</b>	<b>711</b>

**Revised CIP with Enclave**

The various improvements that are part of the overall CIP are described in detail in the Master Report, and those descriptions apply equally to the Enclave parcel. Additionally, there are certain

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<sup>1</sup> NOTE: On October 4, 2022, the City Council for the City of Palm Coast, Florida adopted Ordinance 2022-19 amending the District’s boundaries and adding the Enclave parcel into the District.

“master” or “off-site improvements” necessary for the development of the CIP now that Enclave is included, such as Flagler Beach water line relocation. Otherwise, the description of the CIP is the same as in the Master Report.

**List of 2023 Project Improvements**

Similarly, the descriptions of the CIP improvements apply to the 2023 Project. Thus, the 2023 Project includes, generally stated, the following items relating to Phases 1 and 5: public grading, roadways, stormwater management, utilities, hardscape/landscape/irrigation, conservation, the differential cost of undergrounding electrical conduit, and soft costs. Also, the 2023 Project includes the development of Citation Boulevard roadway and utility improvements, the amenity infrastructure and facility, mitigation, and related public grading and soft costs.

**Permits**

The status of the applicable permits necessary for the CIP is as follows:

Permit Description	Regulatory Agency	Status
Palm Coast Construction Plan	City of Palm Coast	Under Review
LOMR, V1	FEMA	Under Review
CLOMR	FEMA	Under Review
LOMR, V2	FEMA	To be Submitted after stormwater system construction completion
404 Permit App: 18-0411541-001-SFI	FDEP	Received Permit 1/13/2023
Environmental Resource Permit App:172928-1	St. Johns River Management District	Received Permit 12/22/2023
FDEP Water, Sewer	Florida Dept of Environmental Protection	To be Submitted 3/2023
NPDES	Florida Dept of Environmental Protection	To be Submitted 3/2023

**Estimated Costs / Benefits**

The table below shows the costs that are necessary for delivery of the public infrastructure for the various individual “neighborhood” phases of the CIP, as well as “master” improvements that may be outside of those phases.

**ESTIMATED COSTS OF DELIVERING THE 2023 PROJECT AND FUTURE PHASES**

FACILITY DESCRIPTION	2023 PROJECT		FUTURE PHASES			TOTAL CIP
	PHASE 1	PHASE 5	ENCLAVE	PHASE 2	PHASE 3	
CDD Clearing/Grading	\$843,274	\$598,987	\$1,397,637	\$959,916	\$1,282,447	\$5,082,261

Stormwater Management	\$1,517,050	\$1,012,574	\$2,362,672	\$1,622,714	\$2,167,947	\$8,682,958
CDD Roadways	\$897,039	\$598,987	\$1,397,637	\$959,916	\$1,282,447	\$5,136,026
Water & Wastewater	\$1,385,133	\$923,713	\$2,155,331	\$1,480,309	\$1,977,693	\$7,922,179
Landscape/Hardscape/Irrigation	\$738,738	\$493,671	\$1,151,899	\$791,139	\$1,056,962	\$4,232,408
Amenities	\$436,076	\$213,924	\$499,156	\$342,827	\$458,017	\$1,950,000
Conservation/Mitigation	\$145,359	\$71,308	\$166,385	\$114,276	\$152,672	\$650,000
Off-Site Improvements	\$672,779	\$448,692	\$1,046,948	\$719,058	\$960,661	\$3,848,138
Contingency	\$1,778,295	\$872,371	\$2,035,533	\$1,398,031	\$1,867,769	\$7,952,000
Professional Fees	\$796,254	\$523,423	\$1,221,320	\$838,819	\$1,120,662	\$4,500,476
<b>TOTAL</b>	<b>\$9,209,996</b>	<b>\$5,757,651</b>	<b>\$13,434,518</b>	<b>\$9,227,004</b>	<b>\$12,327,278</b>	<b>\$49,956,446</b>

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.
- d. Impact fee credits may be available from master roadway and utility improvements. The developer and the District will enter into an acquisition agreement whereby the developer may elect to keep any such credits, provided that consideration is provided to the District in the form of improvements, land, a prepayment of debt assessments, or other consideration.

### 3. CONCLUSION

The CIP (including the 2023 Project) will be designed in accordance with current governmental regulations and requirements. The CIP (including the 2023 Project) will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP (including the 2023 Project) as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the CIP (including the 2023 Project) is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP (including the 2023 Project), and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the CIP that is at least equal to the costs of the CIP, and, similarly, the assessable property within Phases 1 and 5

will receive a special benefit from the 2023 Project that is at least equal to the benefit amounts set forth herein.

As described above, this report identifies the benefits from the CIP (including the 2023 Project) to the lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enable properties within its boundaries to be developed.

The CIP (including the 2023 Project) will be owned by the District or other governmental units and such CIP (including the 2023 Project) is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP (including the 2023 Project) is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP (including the 2023 Project), and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP (including the 2023 Project) or the fair market value.

Please note that the CIP (including the 2023 Project) as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP (including the 2023 Project), as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



Brooks A. Stickler, P.E.      Date 5/30/23

**EXHIBIT B**



**SEMINOLE PALMS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT**  
**FOR THE ISSUANCE OF SPECIAL ASSESSMENT BONDS**

**April 25, 2022 (Updated January 23, 2023)**

**Prepared by**  
**DPFG Management & Consulting LLC**  
**250 International Parkway, Suite 208**  
**Lake Mary, FL 32746**

## **THE DISTRICT**

### ***General***

The petition to establish the Seminole Palms Community Development District (the “CDD” or “District”) was approved by the City Council of the City of Palm Coast, Florida on December 14<sup>th</sup>, 2021, and the District was subsequently created by Ordinance 2022-2, effective January 4<sup>th</sup>, 2022. The District encompasses approximately 309.81 acres located west of Seminole Woods Boulevard, east of Lloyd Trail, north of Grand Landings Parkway and south of an existing drainage canal within the city limits of Palm Coast. The District is planned to include 711 residential units, and to be developed as Phases 1, 2, 3, 5 and Enclave (collectively the “**Master Assessment Area**”).

### ***Purpose***

The District is a local unit of special-purpose government established pursuant to, and existing in accordance with, Chapter 190, Florida Statutes (the “**Act**”). Pursuant to the Act, the District was created for the purpose of delivering certain community development services and facilities within its jurisdiction, including the design, acquisition and/or construction of certain public infrastructure improvements consisting of, but not limited to, roadways, water, sewer and wastewater, reclaimed water and irrigation systems, storm water management, community amenities, landscaping improvements, signage and lighting and professional services and fees, as further described in the District Engineer’s Report (“**Engineer’s Report**”) dated February 2, 2022, and prepared by Kimley-Horn and Associates, Inc. As used in the Engineer’s Report, and herein, the “**CIP**” refers to the District’s overall capital improvement plan, including all phases and Enclave. The Master Report is being revised to expand the CIP in order to include public infrastructure for a 70.8-acre parcel of land recently added into the District and known as the “Enclave.”<sup>1</sup>

### ***Methodology Reports***

This report provides a master assessment methodology for analyzing the benefits derived from the CIP and determining the fair and equitable allocation of such benefits through the levy of special assessments on property within the Master Assessment Area to fund all or portions of the CIP. It is designed to conform to the requirements of Chapters 170 and 190, Florida Statutes, with respect to special assessments. The District

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<sup>1</sup> NOTE: On October 4, 2022, the City Council for the City of Palm Coast, Florida adopted Ordinance 2022-19 amending the District’s boundaries and adding the Enclave parcel into the District increasing the acreage by approximately 70.18 acres.

plans to issue bonds to finance portions of the CIP as development progresses. The District will deliver a supplemental assessment methodology report associated with each bond issuance describing the phase of the development and improvements to be funded.

This master assessment allocation methodology is intended to establish the necessary benefit, and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the CIP referenced herein. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein and shall be described in one or more supplemental reports. Accordingly, the master lien established pursuant to this methodology report and related assessment resolution shall be inchoate, and not subject to collection, until such time as bonds are issued and supplemental assessment resolutions are adopted finally assigning debt to particular lands within the Master Assessment Area. Such master lien, to the extent that such master lien remains inchoate, may be rescinded by the District's Board at any time.

Notwithstanding anything to the contrary herein, the District's Board may establish within the Master Assessment Area one or more sub-assessment areas upon which special assessments securing particular bond series may be assigned, even prior to platting. The boundaries of such assessment areas are subject to change based on final platting and after considering any true-up considerations, as set forth in the District's applicable assessment resolutions and supplemental assessment reports.

## **PROJECT FINANCING AND BENEFIT ALLOCATION**

To advance development of the land within the District, the District plans to finance the acquisition and / or construction of the CIP thru the issuance of multiple series of bonds. The bonds will be secured by and payable from the levy of special assessments ("**Special Assessments**") collected from property that benefits from the public improvements constructed with proceeds from the bond issues. Note that the Special Assessments may be allocated on a first-platted, first-assigned basis to platted lots, up to the amounts necessary to secure each bond series, or on an alternative basis as set forth in a supplemental assessment report relating to any particular bond series.

### ***Infrastructure Capital Improvement Plan***

The CIP contains improvements that benefit all assessable lands within the Master Assessment Area. Accordingly, the Special Assessments levied in connection with the CIP will be levied on all developable

land within the District. The CIP is estimated to cost approximately \$. A summary of the estimated costs of the CIP, as shown in Table 4 in the Engineer’s Report, is set forth in the following table.

**Table 1 - Estimated Project Costs**

<b>Improvement Category</b>	<b>Total Estimated Cost</b>
CDD Clearing / Grading	\$5,082,261
Stormwater Management	\$8,682,958
CDD Roadways	\$5,136,026
Water & Wastewater	\$7,922,179
Landscape/Hardscape/Irrigation	\$4,232,408
Amenities	\$1,950,000
Conservation/Mitigation	\$650,000
Off-Site Improvements	\$3,848,138
Contingency (10%)	\$7,952,000
Professional Fees	\$4,500,476
<b>Total</b>	<b>\$49,956,446</b>

The proposed issuance of multiple series of bonds is anticipated to fund a portion or all of the costs and CIP associated with the development of the District which is planned for a total 711 lots.

***Benefits***

The construction of the CIP will advance development of the properties within the District and will thereby create special benefits for those properties, and enhance the value of the property. All properties within the District will generally benefit from the CIP but developed residential lots with structures have an added benefit from the CIP, for example, in terms of vehicular access, disposal of plumbing waste thru a system of pipes, flood prevention thru a stormwater collection system, potable water lines, recreational facilities, and other basic public infrastructure benefits for use of the subdivision.

***Assessment Allocation***

The preliminary land use plan describes the development of the land in the District with final build-out anticipated to include a total of 711 residential dwelling units. It is understood, that as development progresses, the unit count and product type may change. If that is the case, this report will be supplemented

but the assessment methodology set forth herein will not change. The methodology herein allocates the Special Assessments to such residential properties based upon the benefits derived from the CIP. This report utilizes CIP costs as a proxy value for benefit and allocates the Special Assessments based on Equivalent Residential Units (“ERU”). Each constructed unit on a fifty-foot-wide lot will be assigned an equal 1.0 ERU value and ranking; then proportion the amount of the Special Assessment for each individual platted lot based on lot front footage. The ERU factors for other product types are shown in Table 2. The advantage to an ERU structured methodology includes the ability to assign identical benefits to similarly used properties (e.g., all fifty-foot-wide lots are assigned 1.0 ERU irrespective of home size or phase) or assign different ERUs to reflect different land uses (e.g., residential versus non-residential). In connection with the CIP, as of this date, the developer has informed the District that it plans to construct a total of 711 single family residential lots, equivalent to 677.32 ERU, on the 239.63 acres of the Master Assessment Area of the District (the “**Assessable Property**”). The table below sets forth the anticipated lot mix and assigned ERU.

**Table 2 – Assessable Property Lot Mix**

<b>Lot Size</b>	<b>Lot Count</b>	<b>ERU</b>	<b>Total ERU</b>
Townhome	78	0.68	53.04
40'	218	0.96	209.28
50'	415	1.00	415.00
<b>Total</b>	<b>711</b>		<b>677.32</b>

**PROJECT BOND FINANCING PROGRAM**

For purposes of this master report for the Master Assessment Area, the bond principal amount and associated maximum annual debt service assessments (“**MADS**”) have been sized based on funding all of the CIP costs described in the Engineer’s Report and adjusted for allowable bond financing costs including capitalized interest, reserves and costs of issuance. These bond principal amounts represent a maximum bonding amount. The developable properties within the Master Assessment Area will constitute the properties on which the Special Assessments are levied to repay the bonds. These properties include those which will be developed into the planned 711 residential units. The following table sets forth an estimated sources and uses of the bonds for the maximum bonding amount to finance all of the CIP costs.

**Table 3 – Estimated Maximum Sources and Uses of Funds**

<b>Sources</b>	<b>Total</b>	<b>%</b>
Bond Proceeds - Par	<b>\$61,305,000</b>	<b>100%</b>
<b>Uses</b>		
Acquisition and Construction Account	\$49,956,446	81.49%
Debt Service Reserve Fund	\$3,987,978	6.51%
Capitalized Interest	\$6,130,500	10.00%
Cost of Issuance	\$1,230,076	2.01%
<b>Total Uses</b>	<b>\$61,305,000</b>	<b>100%</b>

***Assessment Levy and Collection***

Each fiscal year, the CDD will certify for collection the Special Assessments in connection with the MADS, or Debt Service Requirement (as defined herein), for each bond series. The following table summarizes the estimated MADS requirement for all phases of development.

**Table 4 - Maximum Annual Debt Service<sup>2</sup>**

<b>Phases</b>	<b>Lots</b>	<b>Total ERU</b>	<b>Total MADS</b>	<b>MADS/ERU</b>
All	711	677.32	\$3,987,978	\$5,888

Prior to recordation of a subdivision plat map, the Special Assessments will be allocated on a gross acre basis within the District. Upon recordation of a subdivision plat map, the lot sizes are determinable, and the Special Assessments will then be levied on the individual lots based on the ERU assigned to each lot.

**ASSESSMENT ALLOCATION STANDARDS**

***Standard***

There are two requirements for a valid special assessment that is made pursuant to District legislative authority: (1) the property assessed must derive a direct and special benefit from the improvement or service provided, and (2) the assessment must be fairly and reasonably apportioned among properties that receive

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<sup>2</sup> Excluding County collection charges and early payment discount.

the special benefits. Section 170.02, Florida Statutes, states “Special assessments against property deemed to be benefited by local improvements, as provided for in sec. 170.01, shall be assessed upon the property specially benefited by the improvement in proportion to the benefits to be derived therefrom, said special benefits to be determined and prorated according to the foot frontage of the respective properties specially benefited by said improvement, or by such other method as the governing body of the municipality may prescribe.”

The ERU allocation approach is a generally recognized and commonly approved method of proportionally spreading assessments over benefited properties for special assessments levied by community development districts. Although the general public outside the District will benefit from the CIP, such benefits are incidental. The facilities in the CIP meet the needs of the developed property within the Master Assessment Area, as well as provide benefit to all residential property within the District. The property owners within the Master Assessment Area are therefore receiving special benefits not received by those outside the boundaries, and direct and cumulative benefits accrue mainly to residents.

### ***Methodology***

This benefit and allocation approach is based on the principle that dwelling units on a similar size lot will receive a relatively equal and direct benefit from the CIP. The direct benefits from these improvements include increased use, enjoyment and increased property values to all residential properties, and the direct benefits from each public improvement system and function provided by the District. The benefits are quantified and assigned to lots based on construction timing, phasing, and costs.

An assessment methodology based on ERUs provides a way to allocate the benefit that different lot sizes and land use types receive from public improvements in terms of their equivalence to a single-family residential dwelling unit on a fifty-foot-wide lot, which is defined as 1.0 ERU. Under the ERU model, the District allocates Special Assessments on platted property proportionately based on lot size as indicated on the subject recorded plat map. Special Assessments on undeveloped property (e.g., property without recorded subdivision plat map) are allocated on a per acre basis. The Special Assessments are fairly and reasonably allocated based on lot front footage and acreage among properties that receive the special benefits.

### ***Special Benefits***

As described above in the present case, the financing program will enable the District to provide for the construction and/or acquisition of all or a portion of the CIP. Such public improvements will provide direct

benefit for the utilization of this property, will substantially enhance the use and enjoyment of the benefited residential properties, and will increase the value and marketability of the benefited residential properties. These benefits flow proportionately over all benefited properties. The District will apply the assessment methodology to the financing program relating to the CIP. All residential units within the Master Assessment Area will proportionally benefit from the construction of the CIP.

### ***Rates***

A rate and method of apportionment of Special Assessments is attached in the Appendix.

### ***True-Up***

This report identifies the amount of ERUs (and/or product types and unit counts) planned for the lands within the District. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, “**Proposed Plat**”) shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District’s assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified herein, the District shall allocate the Special Assessments to the product types being platted and the remaining property in accordance with this report and cause the Special Assessments to be recorded in the District’s Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Special Assessments able to be assigned to the applicable property, then the District may undertake a pro rata reduction of Special Assessments for all assessed properties or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Special Assessments able to be assigned to the planned units described in this report, and located within the applicable property, then the District shall, subject to the provisions below, require the landowner(s) of the lands encompassed by the Proposed Plat to pay a “**True-Up Payment**” equal to the shortfall in Special Assessments resulting from the reduction of planned units. In considering whether to require a True-Up Payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed



in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferral shall be in its sole discretion, and such decision may require that the Developer provide additional information. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Special Assessments to pay debt service on the applicable bonds and the District will conduct new proceedings under Chapter 170, *Florida Statutes* upon the advice of District Counsel. Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bonds to the interest payment date, occurring at least 45 days after each true-up payment is made.

All Special Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or replats.

For further detail on the true-up process, please refer to the true-up agreement and applicable assessment resolution(s). The true-up obligation will be further defined at the time of each bond issuance, and pursuant to a supplemental assessment report, supplemental assessment resolution and applicable true-up agreement.

### ***Transferred Parcels***

In the event Undeveloped Property ("**Transferred Parcel**") is sold or conveyed to a third party not affiliated with the Developer, the Special Assessments will be assigned to that Transferred Parcel based on the maximum total number of planned Lots assigned by the Developer to the Transferred Parcel (subject to any true-up considerations if applicable as determined by the District in its sole discretion, unless such third party is exempt from the payment of the special assessments). The owner of the Transferred Parcel will be responsible for the total Special Assessments applicable to the Transferred Parcel, regardless of the total number of Lots ultimately actually platted. These total Special Assessments are fixed to the Transferred

Parcel at the time of the sale. If the Transferred Parcel is subsequently sub-divided into smaller parcels, the total Special Assessments initially allocated to the Transferred Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting).

The District reserves the right to reallocate the Special Assessments in the event that the CIP is not completed as anticipated or for other circumstances that may legally require such a reallocation, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

### **PRELIMINARY ASSESSMENT ROLL AND COLLECTION**

A Preliminary Assessment Roll is attached in the Appendix.

### **DOCUMENT REVIEW**

The documents associated with the above referenced financing of the CIP, assessment plat, and assessment roll are available for review at the District Offices at 250 International Parkway, Suite 208, Lake Mary, Florida (tel. 321.263.0132).

### **CONCLUSION**

The acquisition and construction of the CIP using bond proceeds will be utilized for District public purposes. These assessments will be levied over all benefited properties on a fair and equitable basis as described herein. The benefited properties will receive benefits in excess of the allocated assessments. Accordingly, this is an appropriate District project that will significantly benefit the properties and enhance the lands within the Master Assessment Area.

#### ***Special Benefit***

The CIP will provide special benefits to parcels within the Master Assessment Area. The parcels will receive special benefits, because the subject CIP delivers interconnected structural improvements that provide an infrastructure system, which supports and adds to the entire development of the District. The CIP yield benefits to parcel owners in terms of meeting basic public infrastructure needs and increasing property values.

### ***Assessment Apportionment***

The Special Assessments are fairly and equally apportioned over all the benefited properties. The benefits, using CIP costs as proxy for benefit, are quantified and assigned to parcels based on lot size since larger lot areas consume proportionately greater benefits than smaller lots from the CIP. The District assigned an ERU value and ranking to the expected lot sizes on the basis that a fifty foot wide lot receives the value of 1.0 ERU.

### ***Reasonableness of Assessment Apportionment***

It is reasonable, proper and just to assess the costs of the CIP against lands in the District. As a result of the CIP, properties in the Master Assessment Area receive special benefit and increase in value. Based on the premise that the benefits from the District's CIP make the properties useful for residential use, more accessible and valuable, in return it is reasonable for the District to levy the Special Assessments against benefitted lands within the Master Assessment Area. The benefits will be equal to or in excess of the Special Assessments thereon when allocated.

### ***Best Interest***

The District provides for delivering the CIP in a timely, orderly, and efficient manner. It can economically and efficiently provide the amount and quality of required public infrastructure. The District provides a financing mechanism to (i) fund the CIP at a relatively low cost of capital, and (ii) on a timely, "pay for itself" type basis. The exercise by the District of its powers is consistent with applicable state law. It is in the best interest of the District.

## **APPENDIX 1 - RATE AND METHOD OF APPORTIONMENT OF SPECIAL ASSESSMENT**

The Special Assessments shall be levied on all parcels within the CDD that benefit from the CIP and will be collected each fiscal year in an amount determined by the CDD through the application of this rate and method of apportionment as described below. All of the real property within the Master Assessment Area of the CDD, unless exempted by law or the provisions hereof, shall be assessed for the purposes, to the extent and in the manner herein provided.

### ***A. Definitions***

The terms hereinafter set forth have the following meanings:

**"Assessable Property"** means all of the Appraiser's Parcels within the boundaries of the CDD that are not exempt from the Special Assessment pursuant to law or as defined below.

**"Appraiser's Parcel"** means a Lot or parcel shown in Flagler County appraiser's parcel map, or included or includable in Flagler County's non-ad valorem assessment roll designated by folio or PIN.

**"Debt Service Requirement"** means that amount determined by the CDD's Board of Supervisors that is required in any Fiscal Year to pay regularly scheduled debt service for the calendar year, which commences in such Fiscal Year, on the outstanding District Debt, less available funds pursuant to the indenture.

**"Developed Property"** means all assessable property for which the Flagler County property appraiser designated a property use code for each Lot that indicates developed residential property, as reasonably determined by the CDD, or a Lot which has legal entitlements created by a recorded plat map and whose physical characteristics are a fine grade level pad with infrastructure contiguous to each individual lot, asphalt paved roads, and the necessary utilities.

**"District Debt"** means bonds or other debt issued by the CDD, which are secured by the levy of Special Assessments of the CDD.

**"ERU"** means a way to quantify different land use types in terms of their equivalence to a fifty-foot-wide lot, which is defined as 1.0 ERU.

**"Fiscal Year"** means the period starting October 1 and ending on the following September 30.

**"Lot"** means an individual residential lot, identified and numbered on a recorded final subdivision map, on which a building permit has been or is permitted to be issued for construction of a residential unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated.

**"Plat Map"** means a recorded document showing the divisions of a piece of land, including the location and boundaries of individual parcels with the streets, lots, easements and rights of use over the land.

**"Special Assessments"** means the Special Assessments levied pursuant to the provisions of Sections C and D below on each Appraiser's Parcel of Developed Property and Undeveloped Property in the Master Assessment Area of the CDD to fund the Special Assessment Requirement.

**"Undeveloped Property"** means, for each Fiscal Year, all Assessable Property not classified as Developed Property, such as vacant acreage or similar property use codes as determined by the CDD.

***B. Assignment of Land Use Categories and of ERU***

Each Fiscal Year using the definitions above, all Assessable Property within each phase of the Master Assessment Area of the CDD shall be classified as Developed Property or Undeveloped Property, and shall be subject to Special Assessment pursuant to Sections C and D below.

***C. Annual Maximum Special Assessment Requirement***

Refer to the Appendix for details on the bond sizing. The estimated maximum annual debt service (MADS), or Special Assessment Requirement, to fund all of the CIP costs is presented in the following table.

**Table 5 - Estimated Special Assessment Requirement (MADS)**

<b>Special Assessment Requirement</b>	<b>Maximum \$ Amount (excl. County charges and early payment discount)</b>
All Bond Series	\$3,987,978

***D. Special Assessment Rate***

**Developed Property in All Phases**

After recordation of a Plat Map, the special assessments are allocated as illustrated in the following table.

**Table 6 – Developed Property Assigned ERU, Maximum Debt and MADS Allocation for All Lots**

<b>Lot Size</b>	<b>Lots</b>	<b>ERU</b>	<b>Total ERU</b>	<b>% ERU</b>	<b>Par Amt.</b>	<b>Par/Lot</b>	<b>MADS</b>	<b>MADS/Lot*</b>
TH	78	0.68	53.04	7.83%	\$4,800,710	\$61,548	\$312,293	\$4,004
40'	218	0.96	209.28	30.90%	\$18,942,170	\$86,891	\$1,232,215	\$5,652
50'	415	1.00	415.00	61.27%	\$37,562,120	\$90,511	\$2,443,470	\$5,888
<b>Total</b>	<b>711</b>		<b>677.32</b>	<b>100.00%</b>	<b>\$61,305,000</b>		<b>\$3,987,978</b>	

**\*Not including early payment discounts and collection charges.**

**Undeveloped Property**

Prior to recordation of a plat map, the District Debt is allocated per acre as illustrated in the following table.

**Table 7 – Un-Developed Property Assigned ERU, Maximum Debt and MADS Allocation**

<b>Property</b>	<b>Total Units</b>	<b>ERU</b>	<b>Total Acreage (Ac)</b>	<b>Par Amt.</b>	<b>Par / Ac</b>	<b>MADS</b>	<b>MADS / Ac</b>
All Phases	711	677.32	309.81	\$61,305,000	\$197,879	\$3,987,978	\$12,872

***E. Method of Apportionment of the Special Assessment***

Each Fiscal Year, the CDD shall levy the Special Assessments as follows:

**First (Developed Property):** The Special Assessment shall be levied proportionately on each Appraiser’s Parcel of Developed Property in an amount up to 100% of the applicable Special Assessment rate as determined pursuant to Table 6.

**Second (Undeveloped Property):** If additional monies are needed to satisfy the Debt Service Requirement after the first step has been completed, the Special Assessment shall be levied

proportionally on each Appraiser's Parcel of Undeveloped Property at up to 100% of the Special Assessment rate for Undeveloped Property as determined pursuant to Table 6.

**Third – True Up:** If additional monies are needed to satisfy the Debt Service Requirement after the first two steps have been completed as a result of a plat or re-plat of property, the owner of such property will be obligated to immediately remit to the trustee, for deposit into the redemption account, the total bond principal amount for the difference between the Debt Service Requirement and the special assessment revenue generated after the first two steps have been completed plus interest accrued to the next interest payment date which is at least 45 days after receipt of such payment (the "True Up Obligation"). The true up obligation will be described in a separate agreement as part of the bond documents.

Refer to the Appendix for a preliminary assessment roll illustrating the initial levy of the Special Assessments in accordance with the method of apportionment described above.

As the CIP is implemented, the District reserves the right as part of any supplemental assessment resolution to reallocate certain costs of the CIP to all phases within the District.

As set forth in any supplemental assessment report adopted in connection with the issuance of a particular series of bonds, the developer may opt to "buy down" the assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the developer to pay down assessments will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

### ***E. Manner of Collection***

Subject to the Board's direction, and the terms of the applicable trust indenture, the Special Assessments shall be collected in the same manner and at the same time as ordinary ad valorem property taxes once parcels are platted. The CDD intends to directly collect Special Assessments on un-platted parcels, and, to the extent permitted by the applicable indenture and in the CDD's discretion, for bulk ownership of platted lots. Note that the Special Assessments securing each bond series may be made payable in no more than 30 yearly installments not counting any capitalized interest period.

No Special Assessments will be levied against the amenity and park parcels. If they are owned by the District, then they are exempt from such Special Assessments. If they are owned by a homeowner's association, then they are considered a common element for the exclusive benefit of lot owners, and any benefit for such amenity and park parcels would flow directly to the benefit of all of the platted lots in the District. As such, no Special Assessment would be assigned to these properties not counting any capitalized interest period. In addition, any property which has been assigned special assessments is conveyed or sold to a unit of local government shall be exempt from the special assessments and must be satisfied by virtue of a true-up payment prior to such transfer.



**APPENDIX 2 - ESTIMATED PUBLIC IMPROVEMENT COSTS AND BENEFIT ALLOCATION**

The CIP costs and the other uses of bond proceeds are used as proxy for total benefit. As described above, the completed public infrastructure costs are estimated in the amount of \$33.198 million. Refer to Table 4 in Engineer’s Report for CIP cost details. The following tables allocates only the CIP costs among the assessable property, excluding other uses of bond proceeds such as deposit to the debt service reserve fund, capitalized interest, costs of issuances, and other uses.

**Table 8 – Project Costs and Benefit Allocation**

<b>Lot Width</b>	<b>Total Units</b>	<b>ERU</b>	<b>Total ERU</b>	<b>% ERU</b>	<b>Total Project Cost (as proxy for benefit)</b>	<b>Benefit Per Unit</b>
TH	78	0.68	53.04	7.83%	\$3,912,021	\$50,154
40’	218	0.96	209.28	30.90%	\$15,435,666	\$70,806
50’	415	1.00	415.00	61.27%	\$30,608,760	\$73,756
<b>Total</b>	711		677.32	100.00%	\$49,956,446	

### **APPENDIX 3 - PRELIMINARY ASSESSMENT ROLL**

The following table shows the preliminary assessment roll. Refer to the legal description of the District for a complete depiction of the District's boundaries.

**Table 9 - Preliminary Assessment Roll**

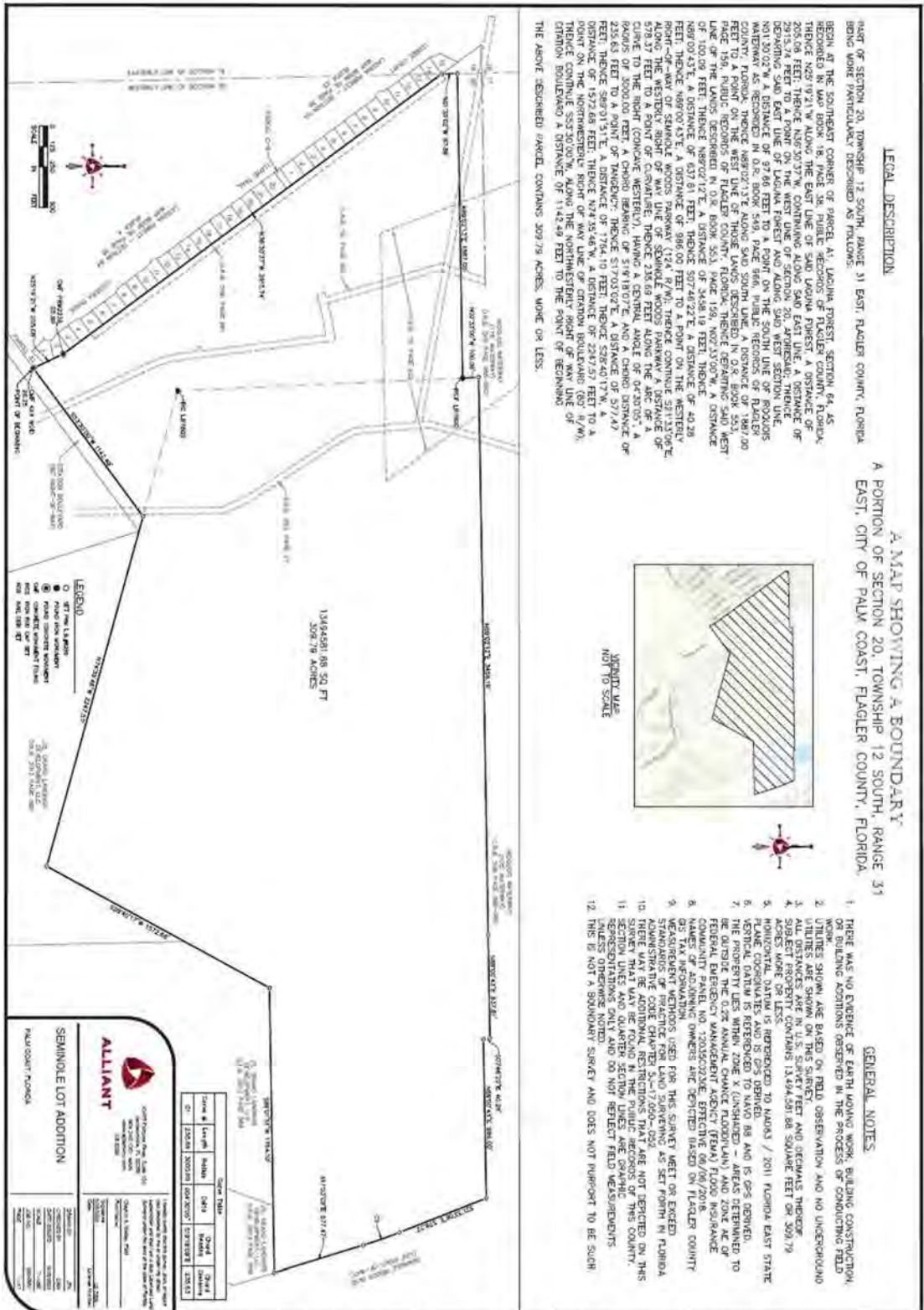
<b>Parcel Area Identification / (b)</b>	<b>Owner / (b)</b>	<b>Acreage (a)</b>	<b>% Ac</b>	<b>Total District Debt / (c)</b>	<b>Total MADS / (d)</b>
Phases 1,2,3&5	CRE-KL Seminole Woods Owner, LLC	239.63	77.35%	\$47,417,828	\$3,084,598
Enclave	JTL Grand Landing Holdings LLC.	70.18	22.65%	\$13,887,172	\$903,380
Total		309.81	100.00%	\$61,305,000	\$3,987,978

***Footnote:***

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- (a) Estimate based on legal description at time of establishment of the District. Acreage includes lowlands.
- (b) Owner information per County records.
- (c) The Special Assessments will remain levied against Undeveloped Property on an equal acreage basis until the Assessable Property is platted.
- (d) Excluding County collection charges and early payment discounts.

**APPENDIX 4 - LEGAL DESCRIPTION AND SKETCH**



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**SEMINOLE PALMS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT  
SPECIAL ASSESSMENT BONDS, SERIES 2023  
(2023 PROJECT AREA)

**January 23, 2023, Updated June 15, 2023**

Prepared by:  
Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, FL 32746

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT

This document supplements the *Master Special Assessment Methodology Report* (“**Master Assessment Report**”), dated April 25, 2022, to set forth the assessments (“**Series 2023 Special Assessments**”) that will secure the repayment of the District’s Special Assessment Bonds, Series 2023 (2023 Project Area) (“**Series 2023 Bonds**”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Assessment Report, and the terms of the Master Assessment Report are incorporated herein.

The Series 2023 Bonds will finance a portion of the Capital Improvement Plan (the “**2023 Project**”) necessary for the development of Phases 1 and 5, which are planned for approximately 237 lots (or 208.88 equivalent residential units (“**ERUs**”). The 2023 Project is described in the *Revised Master and First Supplemental Engineer’s Report*, dated August 19, 2022 (updated February 22, 2023) (“**Engineer’s Report**”).

In accordance with the Master Assessment Report, the Series 2023 Assessments will initially be levied and imposed on the 309.8 gross acres within the District, which includes all five phases within the District. (NOTE: While parcel 3 was originally owned by the City of Palm Coast, that parcel will be conveyed to the project developer prior to issuance of the Series 2023 Bonds, and, thus, initially will be subject to the Series 2023 Special Assessments.) Upon platting, the Series 2023 Special Assessments will be assigned on a first-platted, first-assigned basis to the first 208.88 ERUs within the District. It is anticipated that Phases 1 and 5 will be first-platted, and, accordingly, the Series 2023 Special Assessments are expected to be fully allocated to the 237 platted lots within phases 1 and 5. Thus, the “**2023 Project Area,**” as used herein, initially means the unplatted 309.8 acres within the District, and, upon platting of the 208.88 ERUs, the 2023 Project Area shall mean the lots within Phases 1 and 5 subject to the Series 2023 Special Assessments.

As noted in the Engineer’s Report, the 2023 Project provides special and peculiar benefits to the developable property within the 2023 Project Area, and only incidental benefits to lands outside of the 2023 Project Area and outside of the boundaries of the District. According to the Engineer’s Report, the benefits from the 2023 Project to the lots within the 2023 Project Area are in the amount of approximately \$15,386,585 million and accordingly exceed the amount of Series 2023 Special Assessments that will be levied in the 2023 Project Area. Further, the Series 2023 Special Assessments will be allocated and assigned in accordance with the ERU factors established under the Master Assessment Report. As such, the undersigned is of the opinion that the Series 2023 Special Assessments are valid under Florida law because they are supported by sufficient benefit from the 2023 Project and will be fairly and reasonably allocated across all benefitted properties.

***New Product Types.*** Generally stated, the Series 2023 Special Assessments set forth herein have been established based on an assessment value per front foot for the anticipated product types. However, additional product types may be developed, and, in such an event, the District’s Assessment Consultant may determine Series 2023 Special Assessments for the product types derived from the underlying assessment values per front foot set forth herein, and without a further public hearing or action by the District’s Board of Supervisors.

***Common Areas.*** All amenities and common areas not owned by the District and within the District will be owned and operated by a homeowners'/property owners' association(s) for the benefit of the District landowners and will be considered a common element for the exclusive benefit of residents and landowners. For this reason, no Assessments will be assigned to any amenities and/or common areas.

***Government Property.*** Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Series 2023 Special Assessments without specific consent thereto. If at any time, any real property on which the Series 2023 Special Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Series 2023 Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**TABLE 1 – Sources and Uses of Funds\***

<b>SOURCES</b>	
Bond Par Amount	\$6,020,000
Original Issue Discount	-\$33,509
<b>TOTAL SOURCES:</b>	<b>\$5,986,491</b>
<b>USES</b>	
Debt Service Reserve Fund	\$416,751
Capitalized Interest Fund (thru 11/1/23)	\$112,620
Costs of Issuance	\$286,400
Project Fund	\$5,170,720
<b>TOTAL USES:</b>	<b>\$5,986,491</b>

\* Information provided by Underwriter.

**TABLE 2 – Debt Assessment Allocation upon Platting**

<b>Lot Product Type</b>	<b>Lots</b>	<b>ERU</b>	<b>Total Principal Amount</b>	<b>Total Maximum Annual Debt Service*</b>	<b>Principal Per Lot</b>	<b>Maximum Annual Debt Service Per Lot*</b>
TH 20'	78	0.68	\$1,528,633	\$105,824	\$19,598	\$1,357
SF 40'	79	0.96	\$2,185,737	\$151,314	\$27,668	\$1,915
SF 50'	80	1.0	\$2,305,630	\$159,614	\$28,820	\$1,995
Total	237		\$6,020,000	\$416,751		

\* Excludes County Collection Costs and Early Payment Discounts, which may vary.



**ASSESSMENT ROLL:**

<b>Lot / Parcel</b>	<b>Maximum Annual Debt Service*</b>	<b>Principal Amount</b>	<b>Maximum Annual Debt Service per Acre*</b>	<b>Principal Amount Per Acre</b>
Phases 1 through 5 (See attached Legal Description)	\$416,751	\$6,020,000	\$1,345	\$19,432

\* Excludes County Collection Costs and Early Payment Discounts, which may vary.



**EXHIBIT C**



**COMPOSITE EXHIBIT D**

BOND PRICING

Seminole Palms Community Development District  
 Special Assessment Bonds, Series 2023 (2023 Project Area)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2030	680,000	4.750%	4.820%	99.590
Term 2:	05/01/2043	2,180,000	5.500%	5.530%	99.633
Term 3:	05/01/2053	3,160,000	5.700%	5.750%	99.281
		6,020,000			

Dated Date	06/29/2023	
Delivery Date	06/29/2023	
First Coupon	11/01/2023	
Par Amount	6,020,000.00	
Original Issue Discount	-33,509.00	
Production	5,986,491.00	99.443372%
Underwriter's Discount	-120,400.00	-2.000000%
Purchase Price	5,866,091.00	97.443372%
Accrued Interest		
Net Proceeds	5,866,091.00	

SOURCES AND USES OF FUNDS

Seminole Palms Community Development District  
 Special Assessment Bonds, Series 2023 (2023 Project Area)

Sources:

Bond Proceeds:	
Par Amount	6,020,000.00
Original Issue Discount	-33,509.00
	5,986,491.00
	5,986,491.00

Uses:

Other Fund Deposits:	
Debt Service Reserve Fund (MADS w Release)	416,751.25
Capitalized Interest Fund (thru 11/1/23)	112,619.56
	529,370.81
Delivery Date Expenses:	
Cost of Issuance	166,000.00
Underwriter's Discount	120,400.00
	286,400.00
Other Uses of Funds:	
Construction Fund	5,170,720.19
	5,986,491.00
	5,986,491.00

## BOND DEBT SERVICE

Seminole Palms Community Development District  
Special Assessment Bonds, Series 2023 (2023 Project Area)

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2023			112,619.56	112,619.56
11/01/2024	85,000	4.750%	330,301.25	415,301.25
11/01/2025	90,000	4.750%	326,145.00	416,145.00
11/01/2026	95,000	4.750%	321,751.25	416,751.25
11/01/2027	95,000	4.750%	317,238.75	412,238.75
11/01/2028	100,000	4.750%	312,607.50	412,607.50
11/01/2029	105,000	4.750%	307,738.75	412,738.75
11/01/2030	110,000	4.750%	302,632.50	412,632.50
11/01/2031	115,000	5.500%	296,857.50	411,857.50
11/01/2032	125,000	5.500%	290,257.50	415,257.50
11/01/2033	130,000	5.500%	283,245.00	413,245.00
11/01/2034	140,000	5.500%	275,820.00	415,820.00
11/01/2035	145,000	5.500%	267,982.50	412,982.50
11/01/2036	155,000	5.500%	259,732.50	414,732.50
11/01/2037	165,000	5.500%	250,932.50	415,932.50
11/01/2038	175,000	5.500%	241,582.50	416,582.50
11/01/2039	185,000	5.500%	231,682.50	416,682.50
11/01/2040	195,000	5.500%	221,232.50	416,232.50
11/01/2041	205,000	5.500%	210,232.50	415,232.50
11/01/2042	215,000	5.500%	198,682.50	413,682.50
11/01/2043	230,000	5.500%	186,445.00	416,445.00
11/01/2044	240,000	5.700%	173,280.00	413,280.00
11/01/2045	255,000	5.700%	159,172.50	414,172.50
11/01/2046	270,000	5.700%	144,210.00	414,210.00
11/01/2047	285,000	5.700%	128,392.50	413,392.50
11/01/2048	305,000	5.700%	111,577.50	416,577.50
11/01/2049	320,000	5.700%	93,765.00	413,765.00
11/01/2050	340,000	5.700%	74,955.00	414,955.00
11/01/2051	360,000	5.700%	55,005.00	415,005.00
11/01/2052	380,000	5.700%	33,915.00	413,915.00
11/01/2053	405,000	5.700%	11,542.50	416,542.50
	6,020,000		6,531,534.56	12,551,534.56



BOND DEBT SERVICE

Seminole Palms Community Development District  
Special Assessment Bonds, Series 2023 (2023 Project Area)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2023			112,619.56	112,619.56	112,619.56
05/01/2024	85,000	4.750%	166,160.00	251,160.00	
11/01/2024			164,141.25	164,141.25	415,301.25
05/01/2025	90,000	4.750%	164,141.25	254,141.25	
11/01/2025			162,003.75	162,003.75	416,145.00
05/01/2026	95,000	4.750%	162,003.75	257,003.75	
11/01/2026			159,747.50	159,747.50	416,751.25
05/01/2027	95,000	4.750%	159,747.50	254,747.50	
11/01/2027			157,491.25	157,491.25	412,238.75
05/01/2028	100,000	4.750%	157,491.25	257,491.25	
11/01/2028			155,116.25	155,116.25	412,607.50
05/01/2029	105,000	4.750%	155,116.25	260,116.25	
11/01/2029			152,622.50	152,622.50	412,738.75
05/01/2030	110,000	4.750%	152,622.50	262,622.50	
11/01/2030			150,010.00	150,010.00	412,632.50
05/01/2031	115,000	5.500%	150,010.00	265,010.00	
11/01/2031			146,847.50	146,847.50	411,857.50
05/01/2032	125,000	5.500%	146,847.50	271,847.50	
11/01/2032			143,410.00	143,410.00	415,257.50
05/01/2033	130,000	5.500%	143,410.00	273,410.00	
11/01/2033			139,835.00	139,835.00	413,245.00
05/01/2034	140,000	5.500%	139,835.00	279,835.00	
11/01/2034			135,985.00	135,985.00	415,820.00
05/01/2035	145,000	5.500%	135,985.00	280,985.00	
11/01/2035			131,997.50	131,997.50	412,982.50
05/01/2036	155,000	5.500%	131,997.50	286,997.50	
11/01/2036			127,735.00	127,735.00	414,732.50
05/01/2037	165,000	5.500%	127,735.00	292,735.00	
11/01/2037			123,197.50	123,197.50	415,932.50
05/01/2038	175,000	5.500%	123,197.50	298,197.50	
11/01/2038			118,385.00	118,385.00	416,582.50
05/01/2039	185,000	5.500%	118,385.00	303,385.00	
11/01/2039			113,297.50	113,297.50	416,682.50
05/01/2040	195,000	5.500%	113,297.50	308,297.50	
11/01/2040			107,935.00	107,935.00	416,232.50
05/01/2041	205,000	5.500%	107,935.00	312,935.00	
11/01/2041			102,297.50	102,297.50	415,232.50
05/01/2042	215,000	5.500%	102,297.50	317,297.50	
11/01/2042			96,385.00	96,385.00	413,682.50
05/01/2043	230,000	5.500%	96,385.00	326,385.00	
11/01/2043			90,060.00	90,060.00	416,445.00
05/01/2044	240,000	5.700%	90,060.00	330,060.00	
11/01/2044			83,220.00	83,220.00	413,280.00
05/01/2045	255,000	5.700%	83,220.00	338,220.00	
11/01/2045			75,952.50	75,952.50	414,172.50
05/01/2046	270,000	5.700%	75,952.50	345,952.50	
11/01/2046			68,257.50	68,257.50	414,210.00
05/01/2047	285,000	5.700%	68,257.50	353,257.50	
11/01/2047			60,135.00	60,135.00	413,392.50
05/01/2048	305,000	5.700%	60,135.00	365,135.00	
11/01/2048			51,442.50	51,442.50	416,577.50
05/01/2049	320,000	5.700%	51,442.50	371,442.50	
11/01/2049			42,322.50	42,322.50	413,765.00
05/01/2050	340,000	5.700%	42,322.50	382,322.50	
11/01/2050			32,632.50	32,632.50	414,955.00

BOND DEBT SERVICE

Seminole Palms Community Development District  
Special Assessment Bonds, Series 2023 (2023 Project Area)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2051	360,000	5.700%	32,632.50	392,632.50	
11/01/2051			22,372.50	22,372.50	415,005.00
05/01/2052	380,000	5.700%	22,372.50	402,372.50	
11/01/2052			11,542.50	11,542.50	413,915.00
05/01/2053	405,000	5.700%	11,542.50	416,542.50	
11/01/2053					416,542.50
	6,020,000		6,531,534.56	12,551,534.56	12,551,534.56

# EXHIBIT 21

**RESOLUTION 2023-14**

**[RESOLUTION RATIFYING SALE OF SERIES 2023 BONDS]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE DISTRICT'S 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 BONDS; 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 Seminole Palms Community Development District ("District"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2023 (2023 Project Area) ("**Series 2023 Bonds**"); and

**WHEREAS**, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2023 Bonds, including but not limited to authorization to finalize the supplemental engineer's report and supplemental assessment report; and

**WHEREAS**, the District closed on the sale of the Series 2023 Bonds on June 29, 2023; and

**WHEREAS**, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents ("**Closing Documents**"); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2023 Bonds.

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

**SECTION 1.** The sale, issuance, and closing of the Series 2023 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2022-40 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolutions 2022-33, 2022-41, 2023-06, and 2023-\_\_\_ (together, "**Assessment Resolutions**") which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects, and Resolutions 2022-40 and the Assessment Resolutions are on file with the District Manager are hereby determined to be in final form.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

**PASSED AND ADOPTED** this 28<sup>th</sup> day of August, 2023.

ATTEST:

**SEMINOLE PALMS COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors