

# Trevesta Community Development District

# Board of Supervisors' Meeting March 7, 2019

District Office: 9530 Marketplace Road, Suite 206 Fort Myers, Florida 33912 (239) 936-0913

www.trevestacdd.org

Professionals in Community Management

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221

Board of Supervisors	Jim Harvey Greg Meath Troy Simpson Paul Martin David Truxton	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Hopping Green & Sams, P.A.
District Engineer	Matt Morris	Morris Engineering

## All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop 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 the appeal is to be based.

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE • 9530 MARKETPLACE ROAD • SUITE 206 • FORT MYERS • FLORIDA • 33912

## www.trevestacdd.org

February 27, 2019

Board of Supervisors Trevesta Community Development District

## AGENDA

Dear Board Members:

4.

The regular meeting of the Board of Supervisors of Trevesta Community Development District will be held on **Thursday, March 7, 2019 at 9:30 a.m.** at the Trevesta Clubhouse located at 6210 Trevesta Place, Palmetto, Florida 34221. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENT

# 3. BUSINESS ADMINISTRATION

- BUSINESS ITEMSA.Ratification of Special Assessment Bonds, Series 2018,
  - Requisitions for Payment 4 and 5..... Tab 3
  - B. Ratification of the Acceptance of the Phase IIB Utilities and Roadways Tab 4

# 5. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager

# 6. SUPERVISOR REQUESTS

# 7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (239) 936-0913.

Very truly yours, *Belinda Blandon* Belinda Blandon District Manager

cc: Jere Earlywine, Hopping Green & Sams

# Tab 1

1	Ν	AINUTES OF MEETING				
2 3 4 5		made by the Board with respect to any matter considered at the meeting is advised tim record of the proceedings is made, including the testimony and evidence upon				
6						
7	0					
8	COMMU	NITY DEVELOPMENT DISTRICT				
9 10	The special meeting of	the Board of Supervisors of Trovesta Community				
11	The special meeting of the Board of Supervisors of Trevesta Community Development District was held on <b>Monday</b> , <b>December 17, 2018 at 9:31 a.m.</b> at the					
12		210 Trevesta Place, Palmetto, Florida 34221.				
13						
14	Present and constituting a quoru	m were				
15						
16	Troy Simpson	Board Supervisor, Assistant Secretary				
17	Paul Martin David Truxton	Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary				
18 19	David Truxton	Board Supervisor, Assistant Secretary				
20	Also present were:					
21						
22	Belinda Blandon	District Manager, Rizzetta & Company, Inc.				
23	Brianne Parker	Rizzetta & Company, Inc.				
24		(via speaker phone)				
25 26	Jere Earlywine	District Counsel, Hopping Green & Sams, P.A.				
20 27 28	FIRST ORDER OF BUSINESS	Call to Order				
29	Ms. Blandon called the me	eeting to order and conducted the roll call.				
30 31	SECOND ORDER OF BUSINES	S Public Comment				
32 33	Ms. Blandon stated for the	record that no members of the public were present.				
34 35 36	THIRD ORDER OF BUSINESS	Consideration of the Minutes of the Landowner's Meeting held on November 13, 2018				
37 38 39 40 41	•	overview of the Minutes of the Landowner's meeting held d if there were any questions, comments, or changes to				
	•	onded by Mr. Truxton, with all in favor, the Board Accepted 's Meeting held on November 13, 2018, for the Trevesta ct.				

FOURTH ORDER OF BUSINESS	Consideration of the Minutes of the Board of Supervisors' Meeting held on November 13, 2018
•	w of the Minutes of the Board of Supervisors' asked if there were any questions, comments, or
	/ Mr. Truxton, with all in favor, the Board Approved rs' Meeting held on November 13, 2018, for the rict.
FIFTH ORDER OF BUSINESS	Consideration of the Operations and Maintenance Expenditures for the Months of October and November 2018
	of the Operations and Maintenance Expenditures ng \$6,257.05 and the period of November 1-30, e were any questions. There were none.
the Operations and Maintenance Expendence	
the Operations and Maintenance Expend November (\$36,388.39) 2018, for the Tre	Mr. Simpson, with all in favor, the Board Approved aditures for the Months of October (\$6,275.05) and evesta Community Development District. Presentation of the Final Supplemental Assessment Methodology Report
the Operations and Maintenance Expension November (\$36,388.39) 2018, for the Tre SIXTH ORDER OF BUSINESS Mr. Earlywine advised the Board that	Aditures for the Months of October (\$6,275.05) and evesta Community Development District. Presentation of the Final Supplemental Assessment Methodology Report at the bonds have been priced and there is a pre- by closing on the 19 <sup>th</sup> . Ms. Parker provided an
the Operations and Maintenance Expension November (\$36,388.39) 2018, for the Tre SIXTH ORDER OF BUSINESS Mr. Earlywine advised the Board that close this afternoon on the bonds followed	Aditures for the Months of October (\$6,275.05) and evesta Community Development District. Presentation of the Final Supplemental Assessment Methodology Report at the bonds have been priced and there is a pre- by closing on the 19 <sup>th</sup> . Ms. Parker provided an
the Operations and Maintenance Expension November (\$36,388.39) 2018, for the Tree SIXTH ORDER OF BUSINESS Mr. Earlywine advised the Board that close this afternoon on the bonds followed overview of the Final Supplemental Assess SEVENTH ORDER OF BUSINESS	Aditures for the Months of October (\$6,275.05) and evesta Community Development District. Presentation of the Final Supplemental Assessment Methodology Report at the bonds have been priced and there is a pre- d by closing on the 19 <sup>th</sup> . Ms. Parker provided an sment Methodology Report. Consideration of Resolution 2019-03, Supplementing Assessments overview of Resolution 2019-03 advising that

79	EIGHTH ORDER OF BUSINESS	Consideration Documents	of	Issuers	Bond
80 81 82 83	Mr. Earlywine provided an overview of a motion to adopt them.	of the Issuer bond do	ocume	ents and as	ked for
	On a Motion by Mr. Simpson, seconded by the Issuer Bond Documents and Authorize Pre-Close, for the Trevesta Community De	d Execution of the S			
84 85 86 87	NINTH ORDER OF BUSINESS	Consideration Matters	of	Consti	ruction
88	Mr. Earlywine provided a detailed revimatters.	iew of the document	s relat	ed to cons	truction
	On a Motion by Mr. Martin, seconded by Mr the First Amendment of the Construction Community Development District.	•			
91					
	On a Motion by Mr. Martin, seconded by Mr a Not to Exceed Amount of \$400,000.00 for for the Trevesta Community Development	Acquisition of Improv			
	Mr. Earlywine spoke regarding payme expenses; he advised he would like authoriza and then a requisition number 3 for the phase	ation for the paymen	t in rea	quisition nu	mber 2
	On a Motion by Mr. Martin, seconded by Mr. Requisitions #2 and #3, In the Amount of Community Development District.	• •			
97 98 99 100	TENTH ORDER OF BUSINESS	Consideration c Inc. Disseminat			
101	Ms. Blandon provided an overview of has been updated due to the new bond issue	-	sing th	nat the agro	eement
	On a Motion by Mr. Simpson, seconded by the Dissemination Agent Agreement with Community Development District.				

104 105	ELEVENTH	I ORDER OF BUSINESS	Staff Reports	
105 106 107 108 109 110	Α.		d no report but would be happy to answ ed regarding the balance of the const on. Discussion ensued.	•
110 111 112 113	В.	District Engineer Not present.		
114 115 116 117	C.		ext meeting of the Board of Supervisors for Thursday, February 7, 2019.	of the
118 119	TWELFTH	ORDER OF BUSINESS	Supervisor Requests and Au Comments	dience
120 121 122 123	none.		upervisor requests and comments. Ther	e were
124 125 126	Ms. I		Adjournment urther business to come before the Boa	ird and
127 128	asked for a	motion to adjourn the meeting		
			y Mr. Martin, with all in favor, the Board ac a Community Development District.	djourned
129 130 131				
132 133 134	Secretary /	Assistant Secretary	Chairman / Vice Chairman	

# Tab 2

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

## DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

## Operation and Maintenance Expenditures December 2018 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2018 through December 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: \$40,128.29

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# **Trevesta Community Development District**

# Paid Operation & Maintenance Expenditures

# December 1, 2018 Through December 31, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	 Invoice Amount
Bradenton Herald	000339	0003804751- 08/21/18	Acct #663599 Legal Advertising 8/21/18	\$ 5,992.41
Bradenton Herald	000339	I03890606- 10292018	Acct #663599 Legal Advertising 10/29/18	\$ 98.28
Bradenton Herald	000339	I03892844- 10222018	Acct #663599 Legal Advertising 10/22/18	\$ 270.56
Bradenton Herald	000339	T132296292	Legal Ad T132296292 4/18	\$ 91.26
Hopping Green & Sams	000340	103530	Legal Services 09/18	\$ 1,456.22
Hopping Green & Sams	000348	103934	Legal Services 10/18	\$ 481.00
M&W Supply Company	000346	110218-146	Install Large Pine Bark (153 Yards) 11/18	\$ 6,430.59
Peace River Electric Cooperative, Inc	000347	6727 Devesta Loop 12/18	6727 Devesta Loop Meter#34710733 12/18	\$ 480.00
Rizzetta & Company, Inc.	000341	INV0000036568	District Management Fees 12/18	\$ 3,958.33
Rizzetta Technology Services, LLC	000342	INV000003903	Website Hosting Services 12/18	\$ 100.00
Sun State Landscape Management, Inc.	000343	21557	Monthly Landscape Maintenance Common Areas 10/18	\$ 4,720.38
Sun State Landscape Management, Inc.	000343	21558	Monthly Landscape Maint. 2nd Entry Buffalo Rd to Wall 10/18	\$ 1,496.22
Sun State Landscape Management, Inc.	000343	21993	Monthly Landscape Maintenance - Common Areas 11/18	\$ 4,720.38
Sun State Landscape Management, Inc.	000343	21994	Monthly Landscape Maint. 2nd Entry Buffalo Rd to Wall 11/18	\$ 1,496.22
Sun State Landscape Management, Inc.	000343	22046	Monthly Landscape Maint. 2nd Entry Buffalo Rd to Wall 11/18	\$ 2,721.44
Trevesta Irrigation LLC	000349	Nov-18	Phase 1A & 1B Common Area 11/18	\$ 2,352.00
Trevesta Irrigation LLC	000344	Oct-18	Phase 1A & 1B Common Area 10/18	\$ 2,352.00
Vertex Water Features	000345	880030044	Fountain Service Call 07/18	\$ 805.50
Vertex Water Features	000345	880030743	Fountain Service Call 07/18	\$ 105.50

**Report Total** 

\$ 40,128.29



2018-09	22	2018-08	2018-07	2018-06+	* UNAPPLIE	DAMOUNT	23	TOTAL AN	OUNT DUE
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PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



Bradenton Herald-Advertising PO Box 51129 Livonia, MI 48151

ADVERTISING INVOICE and STATEMENT

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#### յներերիներիներներիներիներիներիներին

TREVESTA CDD ATTN ACCOUNTS PAYABLE 9530 MARKETPLACE RD SUITE 206 FORT MYERS FL 33912-0393

730AB 663599

663599

1 BILLING PERIOD 2 ADVERTISER/CLIENT NAME 09/03/2018 - 09/30/2018 TREVESTA CDD 23 TOTAL AMOUNT DUE **UNAPPLIED AMOUNT** TERMS OF PAYMENT 3 \$5,992.41 \$0.00 Payment is due upon receipt 2018-09 2018-08 2018-07 2018-06+ \$0.00 \$5,992.41 \$0.00 \$0.00 BILLING DATE BILLED ACCOUNT NUM ADVERTISER/CLIENT NUMBER 5 663599 663599 09/30/2018

> BRADENTON HERALD BRADENTON HERALD-ADVERTISING PO BOX 51129 LIVONIA, MI 48151

#### կելիկներերությունություներիներիներին



# **Order Confirmation**

Customer TREVESTA CDD

Customer Account 663599

Customer Address 9530 MARKETPLACE RD FORT MYERS FL 33912 USA

Customer Phone 239-936-0913

239-930-0913

Customer Fax

Sales Rep DStults@Bradenton.com Payor Customer TREVESTA CDD

Payor Account 663599

Payor Address 9530 MARKETPLACE RD FORT MYERS FL 33912 USA

Payor Phone 239-936-0913

Customer EMail dmurphy@rizzetta.com

Order Taker DStults@Bradenton.com

<u>PO Number</u>	<u>Payn</u> Invoi	nent Method ce	<u>Blind Box</u>	<u>Tear Sheets</u> 0	Proofs 0	<u>Affidavits</u> 2
<u>Net Amount</u> \$5,992.41	<u>Tax Amount</u> \$0.00	<u>Total Amount</u> \$5,992.41		Payment Amount \$0.00		<u>Amount Due</u> \$5,992.41
Ad Order Number 0003804751	Order Source		Ordered By	<u>Spec</u>	ial Pricing	
Invoice Text				Prom	<u>o Type</u>	
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#### Ad Order Information

<u>Ad Number</u> 0003804751-01	<u>Ad Type</u> BRD-Legal Retl Disp	<u>Production Method</u> Camera Ready	Production Notes		
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Run Dates 08/21/2018, 08/28/20	)18				

#### NOTICE OF SPECIAL MEETING OF THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 170, 190 and 197, Florida Stotutes, the Trevesta Community Development District's ("District") Board of Supervisors ("Board") hereby provides notice of the following public heatings and public meeting

····· ··· ····· ····· · ···· · ···· · ····				
PUBLIC HEARIN	GS AND MEETING			
DATE	September 11, 2018			
TIME	9:30 a.m.			
LUCATION	Trevesta Clubhouse			
	6129 Trevesta Place			
	Palmetto, Florida 3422			

Planets, Firefs 34211 The puppers of the public hanging amounted above to consider the imposition of special assessments and adoptors of assessment rolls to sense proposed bacds on benefined laudit within the Diarrier, and it provide for the level, collectors and enforcement of the assessment. The proposed backs sectored by the special assessments are infered to famile all or poties of the "the Assessment Area Due" of the Proposed hands sectored by the special area of the level of the land within the is from a "the" Assessment Area Due" of the Diarriet as described in more detail herein. At the conclusion of the public more high scenario and the Realized Science of the Realized and Diarrie Assessment areas and the Diarriet as described in more detail herein. At the conclusion of the public more high scenario Realized Science and Realized Science and Realized Science and Diarriet as described in more detail herein. At the conclusion of the public more high scenario Realized Science and Realized Science Assessment and the advector and the builder and the "Diarried Assessments Area Out" to include a potient of the Assessment Astern Area Tore. The isolation and the Area Tore A appeal intensing of the Diarriet will also be laid where the Board may counsider say other builders to the theory will be builder the assessment. The Board may arrow for the Diarriet as a described in the same assessment as the same assessment assessment as a set of the Diarriet assessment as

USE SUURE AN EXISTING HOMEOWNER WITHIN THE DISTRICT, THE LEVY AND IMPOSITION OF THE PROPOSED NEW ASSESSMENT AREA ONE ASSESSMENTS, AS DESCRIBED HEREIN, WILL NOT CHANCE THE TOTAL AMOUNT OF ANYLAID DERT SERVICE ASSESSMENTS THAT YOU CHARCHETLY ARE PATING. Background

way of buckground, the Datrict is a local main of special-propose government organized and exititing under and pursuant speci (30, *Rovid Standers*, as amaded. The Datrict is subbucked by Clapset (30, *Rovid Standers*, to Baaser, tos aplace, local special scalar special special scalar construct, or recognitor tradively, scamaries managented with an adver-st, Jandenco, inspanon. Highing, and other infrastructure projects and services necessited by the development of, and glind wroit. Ital Datrict.

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#### 2016 Project, Bonds & Assessments

2016 Project, Bowl & Austrantin Constraints and Constraints an

resulted March 24, 2016 (subformed pursues to be Master Assembles Renolution) ("Original Enginer" Report"). On Metel 39, 2016, do Duricis usano 14 925.000 a gargespir principal anound on Trevest Community Develops Duritis (Master Coursy, Honizi) Special Assessmes Bonz, Seite 2016A-1 (2016 Priore) ("2016A-1 Bonz"). Status and Status Coursy, Honizi Special Assessmes Bonz, Seite 2016A-1 (2016 Priore) ("2016A-1 Bonz"). Master Bonz, Seite 2016A-2 (2016 Priore) ("2016A-2 Bonz") and Garden with the 2016A-1 Bonz", "2016 Bonz, "Bonz Bonz", Bonz Bonz, Bonz Bonz, Bonz Bonz, Bonz Bonz, Bonz Bonz, Bo

#### New Assessment Area One Project / 2018 Project

We due Durisch briving underlichen is 2016 Poject III District ha determinente fun undersike, insull, plan, etablish, construct or reconstruct, entryg or extend, appli, acquire, opense, and/or maintain the net portion of its capital improvement plan, which is use 2018 Poject in adviced construint a portion of the New Assessment Aseo De Poject At 365 (finit in the August 2.2018 Spaginement Biguneer's Report (Revised Assessment Aseo De Poject 2018 Engineer's Report), the devicement plan has changed and the biomations of Changed Assessment Aseo and Changed Assessment Aseo The biove bene pretended ands that New Assessment Mars (New Assessment Aseo De Poject 2018 Engineer's De Diver bene pretended ands that New Assessment Aseo (New Assessment Aseo De Poject 2018 Engineer's De Diver bene pretended ands that New Assessment Aseo (New Assessment Aseo Changed Assessment Aseo De Poject 2018 Engineer's De Diver bene pretended ands that New Assessment Aseo (New Assessment Aseo De Poject 2018) and Assessment Aseo Den Poject (and 2018 Poject) by special assessments Jaro (a down New Assessment Aseo Den pruteuts to Changer 100). The Assessment Aseo (New Assessment Aseo Osci (2018 Assessment Aseo Osci (2018

Schedule of New Assessment Area One Assessments
The proposed schedule of the New Assessment Area One Assessments, to be levied on lands within New Assessment Area

Calt Type	BAU Exclor	Cula	Maximum Tofal Debt Assemment*	Maximum Annual Debi Ameniment
Villa	0.76	50	\$26,330	\$2.054
SF 40'	0.8	92	\$27,716	\$2.162
SF 50'	1.0	316	\$34,645	\$2.703
SF 60'	12	197	\$4],574	\$3.243

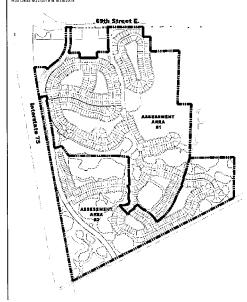
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The essentiation may be prepared to whole as any time, or in some insurances in part, or otherwise shall be paid in not more than bury (30) small installiments strategates to be subtance of debt to finance the improvements. These status are sentences with these statistications are also by a fixed balance of the instantion's do burbotic may choose to denote constraint and automotion these statistications.

une statistics: The public bearings and meeting are open to the public and will be conducted in accordance with Florida law. The public bearings and meeting any be continued to a date, time, and place to be specified to be record. There may be excanned water datability or physical imputment should contain the Dimitri Manager 1 Office at least fory-spit (45) hours prior to the meeting. If you are bearing or specific impact, place on the Dimitri Manager 1 Office at least fory-spit (45) hours prior to the meeting. If you are bearing or specific impact, place sociator for Florid Raily Service by dating 71-11, or 1-800-955-8771 (YTY) / 1-800-955-87710 (Yourd), for all in controling the District Manager's Uffice

Please note that all affected property overse have the right to appear and comment at the public hearings and meeting, and may also fits writes objecteds with the Darasit Manager's Office writes (70) days of assume of the notece. Each pertor with docted to appeal out doction mode by the Board with respect to any matter considered at the public hearings pertor with docted to appeal out doctions. It is also appeared by a stranger of the notes that a version are docted by the Board and a stranger of the proceedings and that accordingly the process may used to mente that a version meeting a divised that period will need a strenger of proceedings and that accordingly the process may used to mente that a version meeting the proceedings an analytic list the based

# Belinda Blandon District Manager Ruo Dates 8/21/2018 & 8/28/2018



2015-34, 2016-03, 2016-04 AND

2015-8, 2016-9, 2016-9 AND RESOLUTION 2015-35, AND DECLARE SPECIAL ASSESSMENTS: DESIGNATION THE NATURE AND LOCATION OF THE PROPONSED IMPROVEMENTS; DESIGNATION THE NATURE AND LOCATION OF THE REMOVEMENTS; DECLARANC HER TOTAL EXTENDED COST OF THE REMOVEMENTS; DECLARANC HER TOTAL EXTENDED COST OF THE REMOVEMENTS; ARE TO BE PAD; DESIGNATION THE LANGE UPON WHICH THE ASSESSMENT SHALL BE LEVER: PROVIDENT OF AN ASSESSMENT PLAT AND PRELIMINARY ASSESSMENT SHALL ADDRESSING THIS SETTING OF PUBLIC HERARIS, PROVIDING FOR PUBLICATION OF THIS RESOLUTION, AND ADDRESSING CONFLICT, SEVERALELT AND AS PETCIFUE DATA

#### The District

WHEREAS, the Treventa Community Development District ("District") is a local unit of special-purpose governmen organized and existing under and pursuant to Chapter 190, Florida Statutes; and

organized and existing under and pressult to Uniper 190, Formas Statuer, and WHERREAS, the District is subharized by Chapter 190, Formas Statuer, to (fisance, fund, plos, establish, acquire, install degis, portuce, custod, costauct, or resolution tradeways, stormwater masagement, water and sewer utilities, landecape stringation, lighting, recreations, and other infrastructure projects, and services necessatated by the development of, and serving lands writish, the Junicer, and

#### Background

WHEREAS, on July 7, 2015, the Circuit Court of the Twelfth Indicial Circuit of the State of Florida, is and for Manatee Courty, Florida, entered a Final Judgment validating the District's ability to intrae an aggregate principal encount not to exceed \$30,000,000 Topecial Assessment Bonds for infratroaticname needs of the District; and WHEREAS, purposed to Resolutions 2015-34 and 2015-35 ("Matter Assessment Resolutions"), the Board previo subbrilled the contraction of a matter capital improvements plan "Capital Improvement Plan" or "CIP"), to be conducte two distance specifications with the District Lowns on "Cipital Assessment Area Ose" and "Original Assessment A Two "with a combined estimated cost of approximately \$22,000,000, and

WHEPEAS, Resolution 2015-54 and Robinson 2015-55 and Robinson 2015-56 and Robinson 2015-54 and Robinson 2015-55 an

WHEREAS, the CIP was initially described in the Engineer's Report dated May 18, 2015, as restated March 24, 2016 uborized pursuant to the Master Assessment Resolutions) ("Original Engineer's Report"); and

(autoritized provision vice Private Assessment Revealation), Virtigan Eugent Frequent 1, 600 WHEREEAS, on March 23, 2016. the Datorit stands 43-263 000 is aggregate private junctum of Trevetas Community Development Dutinet Ordanase Coursy, Florida's Spenia Assessment Bond, Sireira 2016A-1 (2016 Project) ("2016A-1 Bond"), Standard Coursy, Florida's Spenia Assessment Bond, Sireira 2016A-1 (2016 Project) ("2016A-1 Bond") Assessment Bonds, Seret 2016A-21 (2016 Project) ("2016A-2 Bonds" and topeber with Development Education Character Datara ("2016 Project"), Standard Development Development Education ("2016 Bonds") ("

WHEREAS, the 2016 Project is described in the Supplemental Engineer's Report (2016 Project) dated February 4, 2016 is estimated to cost approximately \$8,248,000 and constitutes a portion of the Original Arsessment Area Ope Project, and we semigrated to cate approximately \$5.248,600 and constitutes a portion of the Original Ansemption Area Observation, and WHEREAG, so Micrich 2, 2016 to Social the prospation of the 2016 Books, and partiants to the Materia Assembler Resolutions, the Datrice anapole Resolutions 2016-04 and 2016-04, which level deht sprive spread assembler we labols within Original Assembler Area One service (see 10.16 and 2016-04, which level deht sprive) and and WHEREAG, paramet labol Associations (2016-04), and the caterpositing Paral First Supel-memory depend Assembler and Resolutions Parato Spring Constants (Resolutions 2016-04), and the caterpositing Parato First Supel-memory depend Assembler And Parato Spring Constants (Resolutions 2016-04), and the caterpositing Parato First Supel-memory depend Assembler Parato Spring Constants (PARATO), and the Constantional Spring Constantion (Parato Spring), and by dest surves opecial assembler and (Parato Spring) to be allocated to the first 34 parated units which Original Assembler Area Dispectively), and a state of the spring Assemble and the Assemble and the Assemble and the Assemble and the spring Constant and the spring Constantion (Parato Spring Constantions), and the assemble and the spring Constantion (Parato Spring Constantion), and the spring Constantion (Parato Spring Constantions), and the spring Constantion (Parato Spring Constantion), and the spring Constantion (Parato Spring Constantion), and the spring Constantion (Parato Spring Constantion), and and the spring Constantion (Parato Spring Constantion), and the spring Constantion (Parato Spring Constantion) and the spring Constantion (Parato S

Parentanian over visit representation, v 1 N 27 V 1, (EV 24 7 V), (EU 24 N 27 V), (EU 24 N 27 V), (EU 24 V WHEREAS, the 2016 Assessments are now fully allocated to platted lots within Original Assessment Area One; and

#### New Assessment Area One Protect / 2018 Project

WHEREAS, with the District laving understain a 100 for reject 100 a reject WHEREAS, with the District laving understain a 100 force, the District now hereby determines to understain, install, plas, stalling, contain or resonance, editage or testes), equip, taquite, querie, subdy manual the solutional inframemer Supplement Engence: 8 species (2016) Provide Control (

WHEREAS, as described in the 2018 Engineer's Report, the development plan has changed, a new product type has been introduced, and the boundareas of Original Assessment Area One and Original Assessment Area. Two have been revised (as revised, they are activated to here in a "New Assessment Area One" and "Were Assessment Area Two"), and WHEREAS, the 2018 Project constitutes the remaining portion of the New Assessment Area One Project, and is i nefit lands only within New Assessment Area One; and

WIEREAS, it is in the best interest of the District to pay all or a portion of the cost of the New Assessment Area One Project (and 2015 Project) by properal assessments parameters to Europee 199, *Prinde Stanson* ("New Assessment Area One Assessment Report, John Ander Marken and Area One Assessment Area One Assessment Report, John Ander All, and and Arona on a Mahinh Rad memory and henning Networks, and on the a the office of the Datatic Manager, on Rizzea & Company, Jac., 9428 Cardier Field Parkwy, Rivervew, Fiends 33378, (813) 357-2590; Obstier Report Office, John Ander Marken and Area Marken and Area One Assessment Report Area (Network), Area (Network), Jac., 9428 Cardier Field Parkwy, Rivervew, Fiends 33378, (813)

WHEREAS, in relance on the 2018 Assessment Report, the District's Board finds and determines as a preliminary to that

banefits from the New Assessment Area One Project, including the 2018 Project, will accrue to the property improved.

- (ii) the amount of those benefits will exceed the amount of the New Assessment Area One As
- (iii) the New Assessment Area One Assessments as proposed are family and reasonably allocated;
- NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TREVESTA COMMUNITY DEVELOPMENT DISTRICT:

AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS. This Resolution is adopted paramet to the provinces of Resolution; Incorporation (Corporation) (2004) (201

2 DECLARATION OF INTENT TO AMEND RESOLUTIONS 2015-34, 2016- 03, 2016-04 AND 2017-06, RESCIND RESOLUTIONS 2015-35. The Bord heavy decises out, subject to reaving public comment at the hearing decimely berdin, justical as unantic Association 2015/43, 2016-04, 2017-04 areving the boundaries of Original Association and the as

3 DECLARATION OF ASSESSMENTS: The Board here by decine s that is as described to make all or a portion of the New Assessment Area One Project Including the 2015 (Project) and to defrar all or a portion of the core thereof by the New Assessment Area One Assessments, which may be comprised of one or one separate special assessment lises as described in Exhibit B.

DESIGNATING: THE NATURE AND LOCATION OF IMPROVEMENTS. The nature and general learners and space and plans and specifications for, the New Assessment Area One Project including the 2018 Project) are de Exhibite A. which is on file at the District Records Office: Exhibit B also on file and available for public in the nature location.

5 DECLARING THE TOTAL ESTIMATED COST OF THE NEW ASSESSMENT AREA ONE PROJECT (DICLUDING THE 2018 PROJECT), THE PORTION TO BE FAID BY NEW ASSESSMENT AREA ONE ASSESSMENTS, AND THE MANNER AND THINKING IN WHICH THE ASSESSMENTS ARE TO BE FAID.

The total estimated construction cost of the New Assessment Area One Project (including the 2018 Project) is \$16,256,000 ("Estimated Cost")

- The New Assessment Area One Assessments will defray approximately \$19,548,060, which is the antippated maximum per value of any books and which includes all or a proton of the Eximpted Conf, as well as other literators per sources, as set for the Eablieb B. and where its additione meter and collection conf. Conf an annual basis and over thirty year period, the New Assessment Area One Astestaments will defray no more than \$1,419,560 per year, again set for the Eablieb B.
- set don'ts is Enable B. The manute in which the New Accessment Area One Assessments shall be governoed and puid is set forth in Relabilit B, at may be molified by supplemental assessment recollision. Commentum with the years in which the New Accessment Area Don Assessment are could field or collection, the New Assessment Area Don Assessment and puid is the Assessment from and in the same matter size at 44 whitem makes and collection parameter to failer 1977. For Mol Samer, provided, however, the in the event the unform non-of-widement assessments mere and the Disameters. Between the Assessment Area Date Assessments in an available us the Database in any parameters and the Database of collecting the New Assessment Area Date Assessments in a set widther to unform ano-of-widement assessments include by the matters, be New Assessments in a set widther to collection assessments include any and the Database of the Parameters, be new Assessments are and the Assessments in any parameters in the Assessments in the assessment as a set of the Assessments in the Assessment Area Date Assessment and the Assessments in any other and internation by the Database by the influence of the Assessment and the Assessments in any any and internation by the Database by the Database by the Database of the Assessment is a set of the Assessments in the Assessments in the Assessment Assessment. New Assessment Assessments in the Assessment is a set of the Assessment in the Assessment is a set of the Assessment in the Assessment in the Assessment in the Assessment in the Assessment is a set of the Assessment in the Assessment is a set of the Assessment in the Assessment in the Assessment is a set of the Assessment in the Assessment is a set of the Assessment in the Assessment in the Assessment is the Assessment in the Assessment in the Assessment i c.

In sole discretion to testerio collection antibiotion and year year, regardless of year principal. 5 DESIGNATING THE LANDS UPON WITHIN THE NEW ASSESSMENT AREA ONE ASSESSMENTS SIALL BE LEVED To have a Assessment area to Go Assessments that The Sessment pin thermather provided for Area One of the Dimens. It detection is tabletile B. of a structure designated by the assessment pin thermather provided for there are not the Dimens. It detection is the Dimension of the Sessment pin thermather provided for the Project Call 2019 Projects and the estimate to the dimension of the Sessment pin thermather and thermatic Project Call 2019 Projects and the estimate to the dimension of the struct area to provide the Dimension of the Assessment pin thermatic that the Assessment pin thermatic provided for the Project Call 2019 Projects and the estimate to the dimension of a whole no area to a primeric that by the philo. 2. PRELIMINARY ASSESSMENT ROLL, Primate to Section 1706, Prinds Senser, the Dimension of the Mahle B struct and the dimension of the Assessment with the excitation regulation of the time of the Dimension of the Section of the Dimension of the Dimension of the Section of the Dimension of the Dimension of the Assessment pin thermal of the Dimension of the

8 PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS Pursuant to Section 10/00 and 1973/53214(b), Florida Statuter, among other provisions of Florida law, there are hereby declared uno public bearings to be bild as follows:

DATE:	September 11, 2018
TIME:	9:30 a.m.
LOCATION:	Trevesta Clubhouse
	6120 Trevesta Place
	Palmetto, Florida 34221

The purpose of the public bearings is to hear comment and objections to the proposed special assessment program for Distric improvements as identified in the prediminary assessment roll, a copy of which is on file and a set forth in Exabit B interacted parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

parties may appear at that herming or submit their commonless in writing prote to the herming at the Duriter Records Office. Notice of and therming shall be advected in accordance with Courser 170, 190 and 197. Florids Saures and the Duriter Manager in bendy automated and directed to place said once in a sewspape of general inclusions within Maastee Cours (yr) to publications on sew severe 170, 190 and 197. Florids Saures 110, 190 and 197. The same severe and the same state of the same set same with the master Cours (yr) to publication of an every 200 do septies of the same space of the same set same with the same set same with the publication of a source 100 and 197. The publication of a source of this beings to the owners of all property to be assessed and include in such source to even same and the assessment for said, to publication of a source 100 and 197. The owners are same to be included and source 100 and the advection of the same are publication of a source 100 and 197. The publication of the same set of the assessment for said, the same to be include and advection 100 and advection 100 and advection 100 and advection 100 and the same set of the assessment for said. The publication of the same set of the assessment for said and the same set of the assessment and the average and the assessment and the advection and the same to be assessed advection to advection to advection to advection to advection to advection to advection and advection to advection and advection and advection and advection to advection and advection advection advection advection and advection advection and advection ad Sectedara

Secretary
 OF CELICATION OF RESOLUTION. Parametic to Section 170 05. Florido Source, the Diamet Manager in hardy-dencies to cause this Resolution to be published roles (more, s wark for two (2) week) in a mempaper of general circulatory with Masaer Compared to Provide each of the posters any two enquired by law or dencies in the structure of the Duricit. OCPTLICES. Noting herees is intended to served or change at to 20.6 Austranters (relich) are part of the New Austranter access the Austranterial provide vessible of the allogate persons to Resolutions 2015-74. (2015) 2016-94 2017AG That skil, al resolutions or parts thereof otherwise is coallist between are under each classic coalities, negressed and regelatal

nue repeats II. SEVERABLITY. If any section or part of a section of this Resolution be declared invalid or unconstrutional, the whithing (norm and effect of any other section or part of a section of this Resolutions abult not thereby be affected or impaired unless it eleverity appears but such other sections or part of a section of this Resolution as wholly or necessarily dependent upon the section or part of a section as held to be invalid or unconstitutional.

12. EFFECTIVE DATE. This Resolution shall become effortive upon its adoption PASSED AND ADOPTED this 2nd day of August. 2018

Exhibit A: Supplemental Engineer's Report (Review Assessment Area One Project/2018 Project), dated August 2, 2018 Exhibit T: Amended Master Special Actessment Allocation Report (Assessment Area One Project) dated August 2, 2018

Chairman



# Bradentoncom

	2018-10	22	2018-09		2018-03	2	018-07+	* UNAP	PLIED	AMOUNT	23	TOTAL AMOUNT DUE
	\$368.84	1.	\$0.00		\$5,992.41		\$0.00			\$0.00		\$6,361.2
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FORT MYERS, FL 33912

Gredit: Email

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		Balance Forward						\$5,992.41
0/29 10/29	103890606-10292018	NOTICE OF PUBLIC MEETING DAT	Bradenton Herald	1 x 84 L	84	1	\$1.17	\$98.28
0/29 10/29	103890606-10292018	NOTICE OF PUBLIC MEETING DAT	Bradenton Herald.com	1 x 84 L	84	1	\$0.00	\$0.0
						h	nvoice Total	\$98.2
0/22 10/29	103892844-10222018	NOTICE OF LANDOWNERS MEETING	Bradenton Herald	1 x 125 L	125	2	\$1.08	\$270.5
0/22 10/29	103892844-10222018	NOTICE OF LANDOWNERS MEETING	Bradenton Herald.com	1 x 125 L	125	2	\$0.00	\$0.0
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PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

BRADENTO	N
HERAL	D

Bradenton com Bradenton Herald-Advertising PO Box 51129 Livonia, MI 48151

ADVERTISING INVOICE and STATEMENT Invoice# 0001586253

TREVESTA CDD attn ACCOUNTS PAYABLE 9530 MARKETPLACE RD SUITE 206 FORT MYERS, FL 33912

1	BILLING PERIC	DD		2	ADVERTISER/CLIENT NAME				
	10/01/2018 - 11/04	18	TREVESTA CDD						
23	TOTAL AMOUNT DUE * UNAF			PLIED AMOUNT 3		3 TERMS OF PAYMENT			
	\$6,361.3	25		\$0.00		Payn	nent is due	upon receipt	
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Bradenton Herald Bradenton Herald-Advertising PO Box 51129 Livonia, MI 48151

HERA Manatee County's Nett	Spaper since 1922		PLEASE RET		ELVIEIN I RTION WITH YOUR PAYME	INT		
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TOTAL AMOUNT IS DUE BY THE 20TH OF THE MONTH

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# Hopping Green & Sams Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850 222 7500

				850.222.7500			
=== <b>=</b>	<b></b>			STATEMENT :	<b></b>		==== <b>===</b> ======
c/o Rizzett 9530 Mark	revesta Community Development District /o Rizzetta & Company, Inc. 530 Marketplace Road Suite # 206 t. Myers, FL 33912				Jaltna un	LECILIA on wrong redi	h 09/30/2018
				OCT 2 9 201		Belinda Blandon	
General ( TRVCDD	Counsel 00001	JLE				NOV 012	
					-und <u>001</u>	GI 51400 0	10 <u>-201</u> -
FOR PRO 09/05/18	FESSION/ KEM	AL SERVICES REN Prepare acquisition			heck #	namentak ku peramané a sa bé sakara katan ku ta ka sa sa	0.10 hrs
09/11/18	JLE	Prepare for, travel County regarding o			nd meeting; pre	pare letter to	2.60 hrs
09/11/18	KEM	Prepare acquisition sale.	n documents; o	confer with DR	Horton regardin	g fountain bill of	1.80 hrs
09/12/18	JLE	Confer with Morris	regarding acq	uisition.			0.20 hrs
09/12/18	KEM	Prepare acquisition	i documents.				0 <b>.7</b> 0 hrs
09/13/18	KEM	Prepare acquisition	o documents.				0.30 hrs
09/14/18	KEM	Prepare acquisition	o documents.				0.20 hrs
09/17/18	KEM	Prepare acquisition	documents.				0.20 hrs
09/19/18	JLE	Conference call reg	jarding easem	ent.			0.30 hrs
09/28/18	KEM	Confer with LoPres	te regarding o	ontractor relea	ise.		0.20 hrs
	Total fee	s for this matter					\$1,290.00
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MATTER S	SUMMAR)	Ĺ					
	Earlywine Ibarra, K	e, Jere L. Jatherine E Paraleg	jal		3.10 hrs 3.50 hrs	275 /hr 125 /hr	\$852.50 \$437.50

TOTAL FEES

General Counsel Bill No. 103530				Page 2				
	\$166.22							
TOTAL CHA	\$1,456.22							
BILLINGSUMMARY								
Earlywine, Jere L.	Paralagal	3.10 hrs	275 /hr	\$852.50				
Ibarra, Katherine E.	- Paralegai	3.50 hrs	125 /hr	\$437.50				
	TOTAL FEES			\$1,290.00				
	TOTAL DISBURSEMENTS			\$166.22				
TOTAL	CHARGES FOR THIS BILL			\$1,456.22				

# Please include the bill number on your check.

# Hopping Green & Sams Attorneys and Counselors

119 S. Monroe Street, Ste. 300

6002.0

			P.O. Box 6526 Tallahassee, FL 32314 850.222.7500	4	NOV Z II Z	113	
			STATEMENT				
		N	ovember 27, 20	)18			
c/o Rizzetta 9530 Marka	a & Compa etplace Ro	Development District		Bill Number Billed through			
Ft. Myers,	FL 33912			/dlb ( you - we	2.01M		
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General C	ounsel			inte set	Pelinda Dlandon	11/30/18	
TRVCDD	00001	JLE		una DOI	NOV 29 2018		
		AL SERVICES RENDERED		the state of the s	1940 16	3107	
10/02/18	KEM	Research status of Old Castle	release.	herk		0.10 hrs	
10/05/18	KEM	Prepare acquisition documents	i.			0.20 hrs	
10/08/18	KEM	Review executed acquisition de notice of landowner's meeting		ew notice of mee	eting schedule and	0.30 hrs	
10/16/18	KEM	Review executed bill of sale for fountain improvements.					
10/18/18	0/18/18 KEM Prepare amendment to landscape maintenance agreement.						
10/19/18	LMG	.MG Prepare landscape services agreement addendum.					
10/24/18	10/24/18 LMG Draft email to Blandon regarding landscape maintenance agreement addendum; research ownership of land associated with landscape maintenance agreement addendum.						
10/24/18	KEM	Review resolution canvassing	results of electi	on,		0.10 hrs	
10/29/18	KEM	Prepare requisitions.				0.10 hrs	
10/31/18	JLE	Conference call with ADA cons	sultant; follow-u	up with District M	lanager.	0.20 hrs	
	Total fee	es for this matter				\$481.00	
MATTER	SUMMAR	Y					
	200						
		ie, Jere L.		0.20 hrs	275 /hr	\$55.00	
	and the second se	Katherine E Paralegal		1.00 hrs	125 /hr	\$125.00	
	Gentry,	Lauren M.		1.40 hrs	215 /hr	\$301.00	
		тот	AL FEES			\$481.00	

TOTAL CHARGES FOR THIS MATTER

\$481.00

#### **BILLING SUMMARY**

Earlywine, Jere L. Ibarra, Katherine E Paralegal Gentry, Lauren M.	0.20 hrs 1.00 hrs 1.40 hrs	275 /hr 125 /hr 215 /hr	\$55.00 \$125.00 \$301.00
TOTAL FEES			\$481.00
TOTAL CHARGES FOR THIS BILL			\$481.00

Please include the bill number on your check.



# M&W Supply Co. Wholesale Landscape Supplies

Serving Contractors Since 2002

7750 Fruitville RD Sarasota, FL 34240

Voice: 941-343-9954 Fax: 941-343-9964

#### Bill To:

TREVESTA CDD C/O RIZZETTA & CO 9530 MARKETPLACE ROAD SUITE 206 FORT MYERS, FL 33912 USA

#### Ship to:

RIZZETTA & COMPANY 9530 MARKETPLACE ROAD SUITE 206 FORT MYERS, FL 33912 USA

Invoice Number: 110218-146

1

Nov 2, 2018

6,430.59

Invoice Date:

Page:

Duplicate

Customer ID	Customer PO	Payment Terms	
TREVESTA CDD C/O R&C		Due on I	Receipt
Sales Rep ID	Shipping Method	Ship Date	Due Date
A/HOCHSTETLER	CPU		12/2/18

NOV 1 5 2018

Quantity	Description	Unit Price	Amount
	INSTALL LARGE PINE BARK 3 CU. (153 YARDS) ENTRY WAY att more a management //MapproveBelinda Bu 8107	4.67 4.67 andon 11/16/18 1 NON 900 OC 460 4	6,430.59
	Subtotal		6,430.59
	Sales Tax		
	Total Invoice Amount		6,430.59

Invoices Past Due are subject to a 2% Monthly Interest Charge

Payment/Credit Applied

TOTAL

# TREVESTA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

# **Check Request**

Date:	12/13/18	
Amount:	\$480.00	
To:	Peace River Electric (	Cooperative
Address:		
Reason:	Deposit for new found Loop Meter#3471073	tain account at 6727 Devesta 3
Special Instructions:	Overnight To:	
	Peace River Electric 210 Methany Road Wauchula, FL 33873	Date Rec'd Rizzetta & Co., Inc. DEC 1 3 2018 D/M approval Belinda Blandor Date 12/13/18
Requested By:	Tiffany Bogerty	DEC 1 3 2018           Fund         OOI         GL 53100         OC         4801           Check #

Manager Approval: Belinda Blandon

## **Tiffany Bogerty**

From:	Belinda Blandon
Sent:	Thursday, December 13, 2018 11:45 AM
То:	Tiffany Bogerty
Subject:	FW: Application received - meter #34710733 6727 Devesta Loop

Hi Tiffany,

I need to issue a deposit to Peace River for the 2<sup>nd</sup> fountain at Trevesta. The deposit details are below. Is there any way we can send them a check via UPS?

Sincerely,

Belinda Blandon District Manager

Rizzetta & Company 9530 Marketplace Road Suite 206 Fort Myers, Florida 33912 Phone: 239-936-0913

#### bblandon@rizzetta.com



Rizzetta & Company Professionals in Community Management

Electronic Mail Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

This electronic message transmission and any attachments contain information from Rizzetta & Company, Inc. which may be confidential or privileged. The information is solely intended for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify us by return email or telephone at (813) 514-0400 and delete the original message. Under Florida law, certain written communications with the sender of this message may be subject to public records disclosure requirements. Please be aware of this possibility when including personal information in your communications. Unless specifically indicated, the contents of this electronic message, whether directly addressed or not, should not rely upon or otherwise construe this message as legal advice. The sender is not a licensed financial advisor or securities broker; any financial topics addressed herein are for informational purposes and do not constitute investing advice. Thank you.

From: PRECO Customer Care <customer.care@preco.coop>
Sent: Thursday, December 13, 2018 11:40 AM
To: Belinda Blandon <BBlandon@rizzetta.com>; Tiffany Judd <TJudd@rizzetta.com>
Subject: Application received - meter #34710733 6727 Devesta Loop

Dear Belinda Blandon with Trevesta CDD,

We received your application for service at meter # 34710733, 6727 Devesta Loop. A \$440.00 deposit and a \$40.00 account establishment fee for a total of \$480.00 must be paid prior to your requested connect date of 12/13/2018 before service is activated.

Payment of security deposits for commercial accounts may be secured through payment of the deposit or with a surety bond. Peace River Electric accepts Visa, MasterCard, Discover or American Express credit / debit cards as a form of payment for your electric bill and payment may be made by contacting Customer Care at 800-282-3824.

You may also make payment in the form of cash, check, money order and Visa, MasterCard and Discover credit/debit cards at one our offices located at:

210 Metheny Rd. Wauchula Fl. 33873 14505 Arbor Green Trail Lakewood Ranch, Fl. 34202

Both offices are open Monday – Friday from 8:00 a.m. – 5:00 p.m.

Please contact our Customer Care Department at 1-800-282-3824 if you have any questions.

Website: http://www.preco.coop/

Thank you, Bao Customer Care Department Peace River Electric Cooperative 210 Metheny Rd. | Wauchula Fl. 33873 14505 Arbor Green Trail | Lakewood Ranch, Fl. 34202 t. 800-282-3824 | www.preco.coop

Payments 855-386-9924 | Outage 800-282-3824





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From: Belinda Blandon <<u>BBlandon@rizzetta.com</u>> Sent: Thursday, December 13, 2018 11:29 AM To: PRECO Customer Care <<u>customer.care@preco.coop</u>> Subject: Trevesta CDD

See attached.

Belinda Blandon District Manager

Rizzetta & Company 9530 Marketplace Road Suite 206 Fort Myers, Florida 33912

#### bblandon@rizzetta.com



# Rizzetta & Company

Professionals in Community Management

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#### NOTICE!!

This is an EXTERNAL EMAIL. THINK before you CLICK links or OPEN any attachments. Please consult the IT Department if you have concerns. Thank you.

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

Date	Invoice #
12/1/2018	INV000036568

Bill To:

TREVESTA CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

NOV 27 YOU

Invoice

	Services for the month of	Terms		ient Number
	December	Upon Rec	eipt 00	0241
Description District Management Services 3100 Administrative Services 3100 Accounting Services 3200 Financial & Revenue Collections 3100	Mapping Belinda Blandon Mapping Belinda Blandon are entered NOV 2.9 2018 UTTOGL)C herek #	Qty 1.00 1.00 1.00 1.00 1.00	Rate \$1,783.33 \$375.00 \$1,500.00 \$300.00	Amount \$1,783.33 \$375.00 \$1,500.00 \$300.00
		Subtotal		\$3,958.33
		Total		\$3,958.33

#### Rizzetta Technology Services 3434 Colwell Avenue Suite 200 Tampa FL 33614

n	۱/	2	1	00
	v	J		ce

Date	Invoice #	
12/1/2018	INV000003903	

## Bill To:

TREVESTA CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

NOV Z 7 2018

	Services for the month of	Terms		ent Number
	December		00	0241
Description		Qty	Rate	Amount
EMail Hosting Services		and the second second	\$15.00 \$100.00	\$0.00
		Subtotal		\$100.00
		Total		\$100.00

8920 ERIE LANE PARRISH, FL 34219

RECEIVED

Invoice Number: 21557 Invoice Date: Oct 1, 2018 Page: 1

# NOV 1 4 2018

Voice: 941-776-2897

Fax: 941-776-0857

#### Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578 Ship to: TREVESTA MAINTENANCE COMMON AREAS

Customer ID	Customer PO	Payment Terms	
TREVESTA CDD		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		10/31/18

Quantity	Item	Description	Unit Price	Amount
		Monthly Maintenance:		
1.00	TURF MGMT	Turf Management	2,381.39	2,381.39
1.00	BED MGMT	Bed Management	800.54	800.54
1.00	FERT/PEST	Turf Fertilization & Pest Control	953.25	953.25
1.00	FERT/PEST	Bed Fertilization & Pest Control	300.20	300.20
		Quarterly Maintenance:		
1.00	IRR MGMT	Irrigation Management - quarterly fee \$225.00	75.00	75.00
1.00	FERT/PEST	Palm Inoculations: Medjools (10), Sylvesters (8) \$35 each - quarterly fee \$630.00	210.00	210.00
		Jate net u nikkotte s over t )/Mapproval <sup>B</sup> elinda Bland Jate enteredNOV -undGL Check #	Date 11/16/18 4 2018 2000 - 4604	
	1	Subtotal		4,720.38
		Sales Tax		
		Total Invoice Amount		4,720.38
Check/Credit Me	mo No:	Payment/Credit Applied		
		TOTAL		4,720.38

8920 ERIE LANE PARRISH, FL 34219

Voice: 941-776-2897

Fax: 941-776-0857

#### Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578 INVOICE Invoice Number: 21558

Invoice Date: Page:

Oct 1, 2018 1

RECEIVED

# NOV 1 4 2018

Customer ID	Customer PO	Paymen	t Terms
TREVESTA CDD		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		10/31/18

Quantity	Item	Description	Unit Price	Amount
	1.	Monthly Maintenance:		
1.00	TURF MGMT	Turf Management	533.10	533.10
1.00	BED MGMT	Bed Management	301.83	301.83
1.00	FERT/PEST	Fertilization & Pest Control - Turf	533.10	533.10
1.00	FERT/PEST	Fertilization & Pest Control - Bed	113.19	113.19
		Quarterly Maintenance:		
1.00	IRR MGMT	Irrigation Management - quarterly fee \$45.00	15.00	15.0
		Valte not a macane a V/Mapproval Belinda 2 Vate entered NO	Blandon ate 11/16	/18
				-
		und <u>001</u> GL <u>53</u> theck #	900_0C_460	4
			900_0C_460	1,496.22
		theck #	900_0C_460	
		Subtotal	900_0C_460	1,496.2
eck/Credit Mer	no No:	Subtotal Sales Tax	900_0C_460	

8920 ERIE LANE PARRISH, FL 34219

# CE

Invoice Number: 21993 Invoice Date: Page: 1

Nov 1, 2018

# NOV U 6 ZUIS

Voice: Fax: 941-776-0857

Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578

Ship to: TREVESTA MAINTENANCE COMMON AREAS

Customer ID	Customer PO	Paymen	t Terms
TREVESTA CDD		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		12/1/18

Quantity	Item	Description	Unit Price	Amount
	1	Monthly Maintenance:		
1.00	TURF MGMT	Turf Management	2,381.39	2,381.3
1.00	BED MGMT	Bed Management	800.54	800.5
1.00	FERT/PEST	Turf Fertilization & Pest Control	953.25	953.2
1.00	FERT/PEST	Bed Fertilization & Pest Control Quarterly Maintenance:	300.20	300.2
1.00	IRR MGMT	Irrigation Management - quarterly fee \$225.00	75.00	75.0
1.00	FERT/PEST	Palm Inoculations: Medjools (10), Sylvesters (8) \$35 each - quarterly fee \$630.00	210.00	210.0
		Alle nor - mecous - verme		
		Mapprovalenda Blandon Mate enteren NOV 12 und DO GL 53900 herk "	Date_11/16/18 2018 DC_4604	
		Mapprovalelinda Blandon ate enteren NOV 12 und DO GL 53900	2018 2018 DC 4604	4,720.3
		Mapprovalelinda Blandon ate enteren NOV 12 und DO 61 539 00 beck "	Date 11/16/18 2018 DC 4604	4,720.3
		I/M approvalelinda Blandon vate enteren NOV 12 und DO GI 53900 beck "	Date_11/16/18 2018 DC_4604	
eck/Credit Me	mo No:	NOV 12 und 201 GL 539.00 herk "	De 4604	4,720.3

941-776-2897

8920 ERIE LANE PARRISH, FL 34219

#### NVOICE

Invoice Number: 21994 Invoice Date: Page: 1

Nov 1, 2018

# NOV 0 8 ZUIS

Voice: 941-776-2897 Fax: 941-776-0857

#### Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578

TREVESTA 2ND ENTRY BUFFALO ROAD TO WALL CORNER

CustomerID	Customer PO	Payment	t Terms
TREVESTA CDD		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		12/1/18

Quantity	Item	Description	Unit Price	Amount
		Monthly Maintenance:		
1.00	TURF MGMT	Turf Management	533.10	533.10
1.00	BED MGMT	Bed Management	301.83	301.83
1.00	FERT/PEST	Fertilization & Pest Control - Turf	533.10	533.1
1.00	FERT/PEST	Fertilization & Pest Control - Bed	113.19	113.1
		Quarterly Maintenance:		
1.00	IRR MGMT	Irrigation Management - quarterly fee \$45.00	15.00	15.0
		Balinda Blande	2018	
		und 00/ GL 5399	2018 2000 4604	
			200 4004	1,496.2
		herk 4	200 4604	1,496.2
		herle 4 Subtotal	200 4004	1,496.2
eck/Credit Me	mo No:	Subtotal Sales Tax	200 4004	

Ship to:

8920 ERIE LANE PARRISH, FL 34219 Invoice Number: 22046 Invoice Date: Nov 1, 2018

1

NUV 0 6 2019

Voice: 941-776-2897

Fax: 941-776-0857

#### Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578

# Ship to:

Trevesta Second Entry Extension 2nd Section of Buffalo Road Monthly Maintenance

Page:

Customer ID	Customer PO	Paymen	t Terms
TREVESTA CDD		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		12/1/18

Quantity	Item	Description	Unit Price	Amount
1.00 1.00 1.00	TURF MGMT BED MGMT FERT/PEST FERT/PEST	Monthly Maintenance: Second Section of Buffalo Road to Corner of Wall Turf Management Bed Management Fertilization & Pest Control - Turf Fertilization & Pest Control - Bed Irrigation Management - Quarterly Inspection VM approval elindu Blance vate entereo NOV 1 und OO1 GL 53.90 'heck #	1,293.34 564.08 446.14 367.88 50.00	1,293.3 564.0 446.1 367.8 50.0
		Subtotal		2,721.4
		Subtotal Sales Tax		2,721.44
eck/Credit Mer	no No:	Sales Tax		2,721.4



701 S. Olive Ave. Suite 104 West Palm Beach, FL 33401



DATE: 11/12/2018 INVOICE # Nov-18

Bill To: Trevesta CDD C/O Rizzetta Management Services 9428 Camden Field Parkway Riverview, Florida 33578

Ship To: Trevesta Irrigation LLC 701 S. Olive Ave., #104 West Palm Beach, FL 33401

NOV 1 2 7018

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					30 days of receipt

QUANTITY	1	DESCRIPTION	UN	T PRICE	4	MOUNT
	Water Usage					
5.3	1.00	Phase 1A Common Area (per acre)	\$	235.20	\$	1,246.56
4.7		Phase 1B Common Area (per acre)	\$	235.20	\$	1,105.44
0		Hook-up Fees	\$	500.00	\$	
				TOTAL	\$	2,352.0

Make all checks payable to Trevesta Irrigation LLC If you have any questions concerning this invoice, contact 561-682-9500 X 207

THANK YOU FOR YOUR BUSINESS!

sub me - a	mitter - se	
Mappion Be	linda Blandon	011, 11/16/18
ateentered	NOV 14	2018
una DOI	G153600	06 4309
herk #		/



701 S. Olive Ave. Suite 104 West Palm Beach, FL 33401



DATE: 10/9/2018 INVOICE # Oct-18

Bill To: Trevesta CDD C/O Rizzetta Management Services 9428 Camden Field Parkway Riverview, Florida 33578

Ship To: Trevesta Irrigation LLC 701 S. Olive Ave., #104 West Palm Beach, FL 33401

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					30 days of receipt

QUANTITY		DESCRIPTION	UN	IT PRICE	4	MOUNT
	Water Usage					
5.3	1000	Phase 1A Common Area (per acre)	\$	235.20	\$	1,246.5
4.7		Phase 1B Common Area (per acre)	\$	235.20	\$	1,105.4
0		Hook-up Fees	\$	500.00	\$	
					_	
				TOTAL	\$	2,352.0

Make all checks payable to Trevesta Irrigation LLC If you have any questions concerning this invoice, contact 561-682-9500 X 207

#### THANK YOU FOR YOUR BUSINESS!

NEL TYLES

001 10 2018

Alte non - mazeriu - ang mu. /Mapprovasilinda BlandonDate 10/15/18 ate entered 0CT 1:2 2018 und OG1 GL53600 OC 4309 heck #



#### 2100 NW 33rd Street · Pompano Beach · Florida · 33069 844-432-4303

#### Bill To

Trevesta CDD 01505880 c/o Rizzetta & Company 9530 Marketplace Road #206 Fort Myers, FL 33912 USA

# Invoice

Date	Invoice #	Account #
7/31/2018	880030044	01505880

#### Ship To

Trevesta CDD 01505880 5199 69th St East Palmettoe 71 Palmetto, FL 34221 USA

# RECEIVED

# NOV 1 6 2018

	P.O. Number	Terms	Rep	
		Net 30	GA	
1	Fountain Repair - Front entrance		805.50	805.50
	Upgrade digital time clocks per o Sales Tax	contract.	0.00%	0.00

Alt not - in	LOW - domain -	
Be	linda Blandon	11/27/18
WW SDDrovar	linda Blandon Delle NOV 2 1 2011	3
are amerer	GI 53800 OC	
und DOL	GL 15000 (10_	400
hprk "		

Thank you for your business. Please make checks payable to Vertex Water Features.

Payments/Credits	\$0.00
Balance Due	\$805.50



## 2100 NW 33rd Street · Pompano Beach · Florida · 33069 844-432-4303

#### Bill To

Trevesta CDD 01505880 c/o Rizzetta & Company 9530 Marketplace Road #206 Fort Myers, FL 33912 USA

# Invoice

Date	Invoice #	Account #
7/31/2018	880030743	01505880

#### Ship To

Trevesta CDD 01505880 5199 69th St East Palmettoe 71 Palmetto, FL 34221 USA

# RECEIVED

# NOV 1 6 2018

	P.O. Number	Terms	Rep	
		Net 30	GA	
1	Fountain service call - 7.5HP Podj		105.50	105.50
	Tech checked all panels. Reset ma Sales Tax	in breaker.	0.00%	0.00

alther	LGALL - and all -
Mannrov R	elinda Blandon 11/27/18
late entered.	1 2018
	GL 53800 004601
herk *	

Thank you for your business. Please make checks payable to Vertex Water Features.

Payments/Credits	\$0.00
Balance Due	\$105.50

#### TREVESTA COMMUNITY DEVELOPMENT DISTRICT

#### DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

#### Operation and Maintenance Expenditures January 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2019 through January 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: \$60,749.36

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

#### **Trevesta Community Development District**

#### Paid Operation & Maintenance Expenditures

#### January 1, 2019 Through January 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	voice Amount
Cardno, Inc.	000356	266524	Phase: 4000 - Preserve Maintenance 11/18	\$	9,650.00
Egis Insurance Advisors LLC	000351	8360	Policy Change-Added Lake Fountian 12/18	\$	112.00
Hopping Green & Sams	000357	104577	Professional Services 11/18	\$	717.50
Hopping Green & Sams	000363	104972	Legal Services 12/18	\$	2,106.81
Peace River Electric Cooperative, Inc	000352	Monthly Summary 12/18	Montly Summary 12/18	\$	2,039.50
Rizzetta & Company, Inc.	000353	INV0000037422	District Management Fees 1/19	\$	3,958.33
Rizzetta & Company, Inc.	000360	INV0000037833	Annual Dissemination Fee FY 18/19	\$	6,000.00
Rizzetta Technology Services, LLC	000354	INV000003989	Website Hosting Services 1/19	\$	100.00
Solitude Lake Management	000361	PI-A00225483	Midge Treatment 11/18	\$	10,830.00
Sun State Landscape Management, Inc.	000358	22379	Monthly Maintenance - 12/18	\$	4,720.38
Sun State Landscape Management, Inc.	000358	22380	Monthly Turf, Fert Maint. 2nd Entry Buffalo Rd to Wall 12/18	\$	1,496.22
Sun State Landscape Management, Inc.	000358	22381	Monthly Landscape Maint. 2nd Entry Buffalo Rd to Wall 12/18	\$	2,721.44
Sun State Landscape Management, Inc.	000366	22712	Monthly Maintenance - 01/19	\$	4,720.38
Sun State Landscape Management, Inc.	000366	22713	Monthly Turf, Fert Maint. 2nd Entry Buffalo Rd to Wall 01/19	\$	1,496.22
Sun State Landscape Management, Inc.	000366	22714	Monthly Landscape Maint. 2nd Entry Buffalo Rd to Wall 01/19	\$	2,721.44
Sun State Landscape Management, Inc.	000362	22897	Straighten Tree 01/19	\$	150.00
Sun State Landscape Management, Inc.	000366	22943	Irrigation Repairs 01/19	\$	153.14
Trevesta Irrigation LLC	000359	DEC-18	Phase 1A & 1B Common Area 12/18	\$	2,352.00
Trevesta Irrigation LLC	000359	Jan-19	Phase 1A & 1B Common Area 01/19	\$	2,352.00
Trevesta Irrigation LLC	000355	JUL-18	Phase 1A & 1B Common Area 7/18	\$	2,352.00

Cardno

Check Remittance: Cardno, Inc. P.O. Box 123422 Dallas, TX 75312-3422 INVOICE

EFT Remittance: Account Name: Cardno, Inc. Bank Name: HSBC Bank USA, NA ABA Number: 123006389 Account Number: 447006894 Email Notification: CBS.EFT@cardno.com Taxpayer ID No. 45-2663666

Corporate Headquarters: 10004 Park Meadows Drive Suite 300, Lone Tree, CO 80124 Please include an invoice copy with payment or reference	Phone: 720 257 5800 Fax: 720 257 5801 www.cardno.com the invoice number on your remittance.
Trevesta CDD	Invoice # : 266524
Belinda Blandon	Invoice Date : 12/20/2018
5005 South Tamiami Trail	Terms: 30 Days
Sarasota FL 32431	Project : R184174300
	Project Manager: White, Christopher A
Project Name: T	revesta
MAIL ONLY- bblandon@rizzetta.com	

Total Fee Type CPM:	9,650.00
Total This Phase	\$9,650.00
Subtotal	9,650.00
Bi-Monthly Fee -November Event	9,650.00
	Amount

Amount Due this Invoice

\$9,650.00

utstanding Invo Number	Date	Balance		
266524	12/20/2018	9,650.00		B
Total Now	Due	9,650.00		Date Rec'd Riz
	Aging I	Balances		D/M approval
Under 30	31 - 60	61 - 90	Over 90	onn approval
9,650.00	0.00	0.00	0.00	Date entered
				Fund_OON

## RECEIVED

Date Rec'd Rizz	etta & Co	o In	JAN 0 3 2019
D/M approval 80			
Date entered	JAN	07	2019
Fund OOI G	1538	00	C 4LOT
Check #			



Trevesta Community Development District c/o Rizzetta & Company, Inc 9530 Marketplace Road, Suite 206 Fort Myers, FL 33912 ECEIVED

DEC 0 4 2018

Customer Acct#	Trevesta Community Development District 576
Date	12/04/2018
Customer Service	Kristina Rudez
Page	1 of 1

Payment Info	ormation	
Invoice Summary	\$	112.00
Payment Amount		
Payment for:	Invoice#8360	-
100118260	- Construction	

Thank You

Please detach and return with payment

ustomer:	Trevesta	Community	Development	t District

×

Invoice	Effective	Transaction	Description		Amount
8360	10/01/2018	Policy change	Policy #100118260 10/01/2018-10/01/20 Florida Insurance Alliance Package - Add Lake Fountain Due Date: 1/3/2019	19	112.00
			Mapproval elinda 8. DEC ate enteren unci 001 GL 53	landon 12/11/18 0 b 2018 900 OC 4503	
					Total
				\$	112.00
	ENTS SENT OVERN ce Advisors LLC, Fi		Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453		Thank You
1		nsurance Advisors, LL	C (321)320-7665	Date	
OCKNOX 234	021 PO Box 8	4021		12/04/2018	



#### **Coverage Agreement Endorsement**

Endorsement No.:	1	Effective Date:	10/01/2018	
Member:	Trevesta Community Development District	Agreement No.:	100118260	
Coverage Period:	October 1, 2018 to October 1, 2019			

In consideration of an additional premium of \$112.00, the coverage agreement is amended as follows:

<u>Property</u> Added:

Unit # 6 Description: 5 HP Lake Fountain Address: Devesta Loop City: Palmetto State: FL Zip: 34221 County: Manatee Year Built: 2017 Construction Type: Non Combustible Protection Class: 3 Building Replacement Value: \$10,250

Unit # 7 Description: 5 HP Lake Fountain Address: Devesta Loop City: Palmetto State: FL Zip: 34221 County: Manatee Year Built: 2017 Construction Type: Non Combustible Protection Class: 3 Building Replacement Value: \$10,250

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: November 19, 2018

Authorized by:

Page 1 of 1

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#### Trevesta Community Development District

Policy No.:100118260Agent:Egis Insuran

Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Descript	ion	Year	Built	Eff. Date	Building	Value	<u> </u>	11/1
	Addre	55	Cons	t Type	Term Date	Content		Total Ins	ured Value
	Roof Shape	Roof Pitch				vering	Coverin	g Replaced	Roof Yr Blt
	Entrance Monument and Wall		20	917	10/01/2018	\$393,			
1	69th St East & Trevesta Pl. Palmetto FL 34221			nry non ustible	10/01/2019				\$393,247
	Pyramid hip				Clay / concrete t	iles			
Unit #	Descript	ion	Year	Built	Eff. Date	Building	Value		
	Addre	55	Const	t Type	Term Date	Contents	value	Total ins	ured Value
	Roof Shape	Roof Pitch			Roof Co	vering	Coverin	g Replaced	Roof Yr Bit
	2 Floating Entrance Fountains and Pu	Imps	20	17	10/01/2018	\$115,	375		•
2	69th St East & Trevesta Pl. Palmetto FL 34221		Non com	nbustible	10/01/2019		T		\$115,375
1	Descript	100	Veen	Dulla	Eff Data	Duildin -		1	
Unit #	Descript Addre			Built	Eff. Date	Building		Total Ins	ured Value
			Const	t Type	Term Date	Contents	1		1
	Roof Shape Perimeter Wall	Roof Pitch	20	)17	Roof Co 10/01/2018	vering \$414,0		g Replaced	Roof Yr Blt
	Perimeter Wall		20	1/	10/01/2018	5414,0	,000		
3	Trevesta Pl. Palmetto FL 34221			nry non ustible	10/01/2019		T		\$414,000
Unit #	Descript	ion	Year	Built	Eff. Date	Building	Value		1
onte a	Addres			t Type	Term Date	Contents		Total ins	ured Value
	Roof Shape	Roof Pitch		( ) pc	Roof Co		1	g Replaced	Roof Yr Blt
	50 Street Signs		20	17	10/01/2018	\$30,0		g neplaceu	
4	Trevesta Pl. Palmetto FL 34221		Non con	nbustible	10/01/2019		1		\$30,000
							=		
Unit #	Descript			Built	Eff. Date	Building		Total Ins	ured Value
	Addre		Const	t Type	Term Date	Contents			
	Roof Shape	Roof Pitch		47	Roof Co			g Replaced	Roof Yr Blt
	16 Street lamp posts and 32 lamps		20	917	10/01/2018	\$73,6	35		
5	Trevesta PI. Palmetto FL 34221			trical oment	10/01/2019		T		\$73,635
Unit #	Descript	ion	Year	Built	Eff. Date	Building	Value		
01111	Addre		]	t Type	Term Date	Content	•••••••••••••••••••••••••••••••••••••••	Total Ins	ured Value
	Roof Shape	Roof Pitch			Roof Co			g Replaced	Roof Yr Blt
	5 HP Lake Fountain	Root Then	20	17	10/01/2018	\$10,2		g neplaceu	
6	Devesta Loop Palmetto FL 34221			nbustible	10/01/2019			n : :	\$10,250
					1			L	1
Unit #	Description		Vear	Built	Eff. Date	Building	Value		1
01111 #	Addre			t Type	Term Date	Content		Total Ins	ured Value
	Roof Shape	Roof Pitch		riype	Roof Co			g Replaced	Roof Yr Blt
	5 HP Lake Fountain	ROOFFICH	20	)17	10/01/2018	\$10,2		g Replaceu	
7	Devesta Loop Palmetto FL 34221			nbustible	10/01/2019	\$10,2			\$10,250
						•		•	
			Total:	Building \$1,046,7		Contents Valu \$0	e	Insured Va \$1,046,75	

## Hopping Green & Sams Attorneys and Counselors

RECEIVED

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314

DEC 2 7 2040

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Trevesta Community Development District c/o Rizzetta & Company, Inc.       Bill Number 10457. Billed through 11/30/ 300 Marketplace Road Suite # 206 Ft. Myers, FL 33912         General Counsel TRVCDD       JAte nec u nizzetita & to., Inc.         General Counsel TRVCDD       JLE         D/M approv@tlind& Blands@ate <sup>1/2/19</sup> Atte entered       Bill Number 10457. Billed through 11/30/ Bands@ate <sup>1/2/19</sup> General Counsel TRVCDD       JLE         ProprevEssionAL SERVICES RENDERED       -Und Dol _ GL _ 51/400 OC _ 31/01         11/13/18       DE         Prepare for and attend Board meeting. 			**************	== STATEMENT ======		
C/O Rizzetta & Company, Inc.       Billed through 11/30/         9530 Marketplace Road Suite # 206       Prevent and Suite # 206         FL. Myers, FL 33912       Jate nec u ritZZetita & to., Inc.         General Counsel       J/M approvätlinda Blando@ate <sup>1/2/19</sup> TRVCDD       00001       JLE         ProprofessionAL SERVICES RENDERED       -und Dot				December 26, 2018		
General Counsel TRVCDD       JLE       J/M approvätlinde Blandsgate <sup>1/2/19</sup> General Counsel TRVCDD       JLE       Vim approvätlinde Blandsgate <sup>1/2/19</sup> FOR PROFESSIONAL SERVICES RENDERED       Fund DL       GL         11/13/18       JLE       Prepare for and attend Board meeting. InBCk #       0.30         11/13/18       KEM       Prepare resolution amending budget.       0.10         11/27/18       JLE       Conference call regarding acquisitions; prepare email summary of acquisitions and contributions.       0.70         11/28/18       APA       Prepare attorney response to auditor letter fiscal year end 2018.       1.20         11/29/18       JLE       Review auditor request letter and draft response; follow-up regarding the same.       0.20         Total fees for this matter       \$717.         MATTER SUMMARY       Papp, Annie M Paralegal       1.20 hrs       125 /hr       \$150.         Earlywine, Jere L.       1.70 hrs       275 /hr       \$467.         Ibarra, Katherine E Paralegal       0.80 hrs       125 /hr       \$100.         TOTAL FEES       \$717.         TOTAL CHARGES FOR THIS MATTER       \$717.	c/o Rizzett 9530 Mark	a & Comp etplace Ro	any, Inc. bad Suite # 206			
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11/29/18       JLE       Review auditor request letter and draft response; follow-up regarding the same.       0.20         Total fees for this matter       \$717.         MATTER SUMMARY       Papp, Annie M Paralegal       1.20 hrs       125 /hr       \$150.         Earlywine, Jere L.       1.70 hrs       275 /hr       \$467.         Ibarra, Katherine E Paralegal       0.80 hrs       125 /hr       \$100.         TOTAL FEES       \$717.       \$717.       \$717.	11/27/18	KEM	Attend conference call regar	ding acquisitions.		0.70 hr
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Ibarra, Katherine E Paralegal 0.80 hrs 125 /hr \$100. TOTAL FEES \$717. TOTAL CHARGES FOR THIS MATTER \$717.		Papp, Ar	nnie M Paralegal	1.20 hr	s 125 /hr	\$150.00
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			тс	DTAL FEES		\$717.50
BILLING SUMMARY			TOTAL CHARGES FOR THIS	MATTER		\$717.50
	BILLING	SUMMAR	Y			

Papp, Annie M Paralegal		1.20 hrs	125 /h	r	\$150.00
Earlywine, Jere L.		1.70 hrs	275 /h		\$467.50
Ibarra, Katherine E Paralegal		0.80 hrs	125 /h	r	\$100.00
TOTAL FEE	s				\$717.50
TOTAL CHARGES FOR THIS BIL	L				\$717.50

Page 2

Please include the bill number on your check.

#### Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

January 18, 2019

Trevesta Community Development District c/o Rizzetta & Company, Inc. 9530 Marketplace Road Suite # 206 Ft. Myers, FL 33912 Bill Number 104972 Billed through 12/31/2018

#### General Counsel TRVCDD 00001 JLE

JLE	Email correspondence regarding upcoming meeting agenda.	0.40 hrs
KEM	Prepare acquisition documents.	1.50 hrs
KEM	Review status of acquisition documents.	0.10 hrs
KEM	Prepare assignment of construction contract and acquisition of work product; confer with Rowe regarding acquisition documents.	1.30 hrs
JLE	Review and revise requisition 2; email correspondence regarding the same.	0.50 hrs
JLE	Email Gallant regarding requisitions.	0.20 hrs
JLE	Review final requisition forms.	0.30 hrs
JLE	Prepare for and attend Board meeting.	1.30 hrs
KEM	Prepare acquisition documents.	1.80 hrs
JLE	Follow-up on funding requisition.	0.20 hrs
JLE	Confer with Henderson regarding estoppel letter; email correspondence regarding the same.	0.40 hrs
Total fe	es for this matter	\$1,495.00
EMENTS		
Travel		41.75
Travel	- Meals	8.25
Confere	ence Calls	30.81
Record	ing Fees	531.00
Total d	isbursements for this matter	\$611.81
	KEM KEM JLE JLE JLE JLE JLE JLE JLE Total fe EMENTS Travel Travel Confere Record	<ul> <li>KEM Prepare acquisition documents.</li> <li>KEM Review status of acquisition documents.</li> <li>KEM Prepare assignment of construction contract and acquisition of work product; confer with Rowe regarding acquisition documents.</li> <li>JLE Review and revise requisition 2; email correspondence regarding the same.</li> <li>JLE Email Gallant regarding requisitions.</li> <li>JLE Review final requisition forms.</li> <li>JLE Prepare for and attend Board meeting.</li> <li>KEM Prepare acquisition documents.</li> <li>JLE Follow-up on funding requisition.</li> <li>JLE Confer with Henderson regarding estoppel letter; email correspondence regarding the same.</li> <li>Total fees for this matter</li> </ul>

#### MATTER SUMMARY

General Counsel	Bill No. 104972			Page 2
Earlywine, Jere L.		3.30 hrs	275 /hr	\$907.50
Ibarra, Katherine E Paralegal		4.70 hrs	125 /hr	\$587.50
	TOTAL FEES			\$1,495.00
TOTAL D	ISBURSEMENTS			\$611.81
TOTAL CHARGES FOR	THIS MATTER			\$2,106.81
BILLING SUMMARY				
Earlywine, Jere L.		3.30 hrs	275 /hr	\$907.50
Ibarra, Katherine E Paralegal		4.70 hrs	125 /hr	\$587.50
	TOTAL FEES			\$1,495.00
TOTAL D	ISBURSEMENTS			\$611.81
TOTAL CHARGES F	OR THIS BILL			\$2,106.81

Please include the bill number on your check.

#### RECEIVED

JAN 1 8 2019

	JAN 16 ZU
Date Rec'd Rizzetta 8	Co., Inc
D/M approvalelinda	BlandorDate 1/29/19
Date entered	JAN 2 3 2019
Fund 001 GL 51	400 oc 3107
Check #	

#### RECEIVED

DEC 2 7 2018

Peace River Electric Summary	Bill Date 12/18/18	Due Date 1/8/19			
Account number	Service Address	Amount Due	GL Code		
160096001	6204 Buffalo Rd	\$42.88	53100-4301		
160096002	6810 Trevesta PL	\$1,046.58	53100-4301		
160096003	6810 Trevesta PL (Steet lights)	\$702.56	53100-4307		
160096004	6581 Devesta Loop	\$247.48	53100-4301		
160096005	6727 Devesta Loop	\$0.00	53100-4301		
		53100-4301	\$1,336.94		
		53100-4307	\$702.56		
	Grand Total	1.	\$2,039.50		

Jale neu u nizzella a uu., inc.\_\_\_\_\_

ate entered	DEC 27 2018
-und DOL G	153100 OC #

Peace River Electric Cooperative, Inc. P.O. Box 1310 Wauchula, FL 33873-1310 A Touchstone Energy* Cooperative	Account #160096001Member #159427Service Address:6204 BUFFALO RDService Description:I75 TOWER SIGN
Contact Us: 800-282-3824	Important Information Hey, Photographers! PRECO Photo Contest is now open! Send us your best shot! You could win a \$50 electric bill credit. Details at www.preco.coop
1934 2 AB 0.405 5 1934 TREVESTA CDD C-8 P-21 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010	DECEIVED DEC 2 6 2018
IIII Date: 12/18/2018         Cycle: 6         Board District: 8	BY:
Service Period: 11/10/2018 - 12/11/2018     Cycle: 6     Board District: 8       Meter #     Readings     Meter       Meter #     Previous     Present	Previous Balance\$41Payment(s) Received\$-41Adjustments\$0Late Fee\$0Delenee Ferrored\$0

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kWh kW Present Multiplier **Balance** Forward 3143 122 0.260 0.260 Facilities Use Charge Energy Charge 122 kWh @ 0.132792 CPA 122 kWh @ -0.0155 Manatee Property Tax Gross Receipts Tax **Current Charges Total Amount Due** Sep Apr

Dec

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\$41.04 \$-41.04 \$0.00 \$0.00

\$0.00

\$26.50

\$16.20

\$-1.89

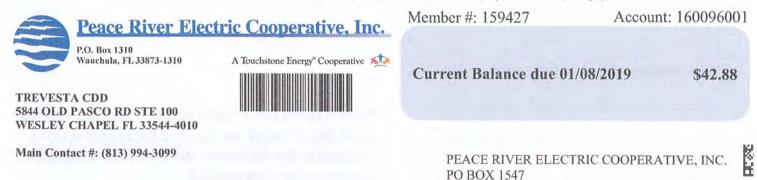
\$1.00

\$1.07

\$42.88

\$42.88

Please make check payable to PRECO in U.S. funds and return this portion with your payment



WAUCHULA FL 33873-1547

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Days

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32 31 Peace River Electric Cooperative, Inc.

P.O. Box 1310 Wauchula, FL 33873-1310

A Touchstone Energy® Cooperative KIX

Account # 160096002 Member # 159427 6810 TREVESTA PL Service Address: Service Description: ENTRANCE TOWER/MONUMENT SIGN

#### Important Information

Hey, Photographers! PRECO Photo Contest is now open! Send us your best shot! You could win a \$50

electric bill credit. Details at www.preco.coop

Contact Us: 800-282-3824 www.preco.coop



TREVESTA CDD

5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

#### ի անդրաներին անդրաներին հերակությունը

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l Date: 12/11 vice Period:	8/2018 11/10/2018 - 12		oard District: 8 ate: GENERAL	SERVICE		Previous Balance Payment(s) Received Adjustments		\$1,006.77 \$-1,006.77 \$0.00
Meter #	Read Previous	ings Present	Meter Multiplier	kWh	kW	Late Fee Balance Forward		\$0.00 \$0.00 \$0.00
34330124	130500	138765	1	8265				30.00
		17.658	1		17.658	Facilities Use Charge		\$26.50
						Energy Charge	8,265 kWh @ 0.132792	\$1,097.5
						CPA	8,265 kWh @ -0.0155	\$-128.1
0000						Manatee Property Tax		\$24.5
9000		and a second		ISBN .	Handred .	Gross Receipts Tax		\$26.10
7500 -						Current Charges		\$1,046.5
4500						Total Amount Due		\$1,046.5

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Please make check payable to PRECO in U.S. funds and return this portion with your payment



Main Contact #: (813) 994-3099

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Days

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> PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547 WAUCHULA FL 33873-1547 Ալիկերկությենի լլիրեննելի վերկեն կերությենն

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Peace River Electric Cooperative, Inc.

P.O. Box 1310 Wauchula, FL 33873-1310

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A Touchstone Energy® Cooperative

Account # 160096003 Member # 159427 Service Address: 6810 TREVESTA PL Service Description: STREETLIGHTING

#### Important Information

Contact Us: 800-282-3824 www.preco.coop



TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

#### իկիկիկիկիներին, որնդուների կերերիներին հերուկիրությին

Hey, Photographers! PRECO Photo Contest is now open! Send us your best shot! You could win a \$50 electric bill credit. Details at www.preco.coop

ll Date: 12/ rvice Perio	/18/2018 d: 11/10/20		Cycle: 6 2/11/2018	Board D Rate: G			RVICE I	DEMAN	D	Previous Balance Payment(s) Received		\$691.55 \$-691.55
Meter #	Previo	Read	lings Present	and the second	leter ltiplier		kWh	k	κW	Adjustments Late Fee Balance Forward		\$0.00 \$0.00 \$0.00
34427038	2	7093	2890 4.25	Contract of the local division of the local		1	180	8	50.000			
										Facilities Use Charge Energy Charge	1,808 kWh @ 0.08494	\$110.00 \$153.57
2000 -										Billed Demand CPA	50.000 kW @ 8.660 1,808 kWh @ -0.0155	\$433.00 \$-28.02
1750							MARKE	PT ST		Manatee Property Tax Gross Receipts Tax		\$16.4 \$17.5
1250 - 1000 -	-	H			No.			F	FF	Current Charges		\$702.5
750 500 250				E						Total Amount Due		\$702.5
4	Jan J	feb.	Alar-	May-	-Ing	440-	Sep-	Aor-	Dec			
ays 3	2 31	31	31 30	30 31	30	29	31	30 30	31			

Please make check payable to PRECO in U.S. funds and return this portion with your payment



Main Contact #: (813) 994-3099

PEACE RIVER ELECTRIC COOPERATIVE, INC. PO BOX 1547 WAUCHULA FL 33873-1547 NINININ



P.O. Box 1310 Wauchula, FL 33873-1310

A Touchstone Energy® Cooperative 🗱

Contact Us: 800-282-3824 www.preco.coop



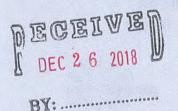
TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

#### իկկկկկկկներին, որուներին, ինքերին, ինքերին,

Account #160096004Member #159427Service Address:6581 DEVESTA LOOPService Description: FOUNTAIN

#### Important Information

Hey, Photographers! PRECO Photo Contest is now open! Send us your best shot! You could win a \$50 electric bill credit. Details at www.preco.coop



Bill Date: ervice Pe			2018 -		cle: 6 /2018		ard Diste: GE			RVICI	E			Previous Balance Payment(s) Received		\$0.00 \$-630.00
Meter	#	Prev	Rea	ading	s Preser	nt	Me Mult	ter iplier		kWh		k'	W	Deposit Applied Adjustments Late Fee		\$590.00 \$0.00
348428	76		6893	3	8	640		1	1	1	747	Contract Production	electrony of the second se	Balance Forward		\$0.00
					5.	158		1					5.158	Balance Forward		\$-40.00
														Facilities Use Charge		\$13.25
and the second second second			on longiture man		-	-		and so in the second	Manufactor			and the second		Energy Charge	1,747 kWh @ 0.132792	\$231.99
1750 -														CPA	1,747 kWh @ -0.0155	\$-27.08
														Manatee Property Tax		\$5.37
1500 -						and the party of the party of		a de la constante de			And and the second second	And the second	TRA	Gross Receipts Tax		\$5.73
1250 -		and the other states				and the second se								Florida Sales Tax		\$15.93
1000 -	A Destination of the second	and the second second		and the second second				a and a second se	Constraint grant and	Arrest day				Manatee County Tax		\$2.29
750 -							and produced in a	No.						Account Establishment Fee		\$40.00
500 -					and the second se							and a splan	-	Current Charges		\$287.48
250 -				a seat the state of	and a second second	Multithesister				Colorest Colorest			-	0		
0 -	Der-	dan-	Feb-	Har.	the-	14th	Jun-	-Ing	alle -	Sep	- 20	104	Dec -	Total Amount Due		\$247.48
Days	30	30	27	30	29	30	29	30	30	29	30	29	15			

Please make check payable to PRECO in U.S. funds and return this portion with your payment



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Peace River Electric Cooperative, Inc.

P.O. Box 1310 Wauchula, FL 33873-1310

A Touchstone Energy® Cooperative Kt

Account # 160096005 Member # 159427 Service Address: 6727 DEVESTA LOOP Service Description: FOUNTAIN

#### Important Information

Contact Us: 800-282-3824 www.preco.coop

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TREVESTA CDD 5844 OLD PASCO RD STE 100 WESLEY CHAPEL FL 33544-4010

#### խորհայրիներություններներություններներ

Hey, Photographers! PRECO Photo Contest is now open! Send us your best shot! You could win a \$50 electric bill credit. Details at www.preco.coop

ill Date: 12/18 ervice Period:	3/2018 12/14/2018 - 12		oard District: 8 ate: GENERAL	SERVICE		Previous Balance Payment(s) Received	\$0.00 \$0.00
Meter #	Read Previous	lings Present	Meter Multiplier	kWh	kW	Adjustments Late Fee Balance Forward	\$0.00 \$0.00 \$0.00
34710733	2456	2456	1	0		Dalance Forward	30.00
						Current Charges	\$0.00
1					n o chaile ann an Argan a' suite	Total Amount Due	\$0.00
0			- 41	Sep-	- 40	-	

Please make check payable to PRECO in U.S. funds and return this portion with your payment



PO BOX 1547 WAUCHULA FL 33873-1547

Check here to indicate address or phone # change on back.

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

#### Invoice

Date	Invoice #
1/1/2019	INV000037422

Bill To:

TREVESTA CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	Services for the month of	Terms		ient Number
	January	Upon Re	ceipt 0	0241
Description District Management Services Administrative Services Accounting Services Financial & Revenue Collections	375.60 1500.00 300.00 1/2/19 2018 ¥	Qty 1.00 1.00 1.00	Rate \$1,783.33 \$375.00 \$1,500.00 \$300.00	Amount \$1,783.3: \$375.00 \$1,500.00 \$300.00
		Subtotal		\$3,958.33
	-	Total		\$3,958.33

RECEIVED

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

#### Invoice

Date	Invoice #
1/18/2019	INV000037833

Bill To:

TREVESTA CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

	Services for the month of	Terms		ent Number
Description	January	Upon Recei		)241
	te 1/18/19 2019 ; 3/04	Qty 1.00	Rate \$6,000.00	<u>Amount</u> \$6,000.00
		Subtotal		\$6,000.00
		Total		\$6,000.00

Rizzetta Technology Services 3434 Colwell Avenue Suite 200 Tampa FL 33614

#### Invoice

Date	Invoice #
1/1/2019	INV000003989

#### Bill To:

The Carl of L	
11-1 1 1 120-10	

	Din To.		
1	TREVESTA	CDD	
	3434 Colwe	ell Avenue	
	Suite 200		
	Tampa FL	33614	

	Services for the month of	Terms		ent Number
	January			241
Description EMail Hosting		Qty 0	Rate \$15.00	Amount \$0.0
Website Hosting Services	a 00., 1110 a BlandoBate 1/2/19 DEC 2 1 2018 51300 OC 5103	1	\$100.00	\$0.0 \$100.0
		Subtotal		\$100.00
		Total		\$100.00

## SELITUDE

Voice: (888) 480-5253 Fax: (888) 358-0088

SOLD TO: Trevesta CDD Rizzetta & Company c/o Rizzetta and Company, Inc. 9530 Marketplace Road, Suite 206 Fort Myers, FL 33912

CUSTOMER ID T0132	CUSTOMER PO		nt Terms n receipt
Sales Rep ID	Shipment Method	Ship Date	Due Date
Jeff Moding			11/30/18

Qty Item / Description

1 Midge Treatment

#### RECEIVED

#### JAN 1 7 2019

Date Rec'd Rizz	etta & Co., Inc
D/M approval	linda Blandon Date 1/18/19
	JAN 1 8 2019
Fund COL	3L 53800 0C 41002
Check #	

DI FAOR DELUZ DAVALENZ ZO	Subtotal	10,830.00
PLEASE REMIT PAYMENT TO:	Sales Tax	0.00
	Total Invoice	10,830.00
1320 Brookwood Drive, Suite H	Payment Received	0.00
Little Rock, AR 72202	TOTAL	10,830.00

www.solitudelakemanagement.com

INVOICE

Invoice Number: PI-A00225483 Invoice Date: 11/30/18

PROPERTY:

Trevesta CDD

 Unit Price
 Extension

 10,830.00
 10,830.00

www.aeratorsaquatics4lakesnponds.com

8920 ERIE LANE PARRISH, FL 34219

941-776-2897

941-776-0857

Invoice Number: 22379 Invoice Date: Dec 1, 2018 Page: 1

## REGIST -

DEC 0 4 2018

Bill To:

Voice:

Fax:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578 Ship to: TREVESTA MAINTENANCE COMMON AREAS

Customer	ID	Customer PO	Payment 1	erms
TREVESTA	CDD		Net 30 D	ays
Sales Rep	ID	Shipping Method	Ship Date	Due Date
		N/A		12/31/18
Quantity	Item	Description	Unit Price	Amount
		Manuful Maria		

		Description		Amount
		Monthly Maintenance:		
1.00	TURF MGMT	Turf Management	2,381.39	2,381.3
1.00	BED MGMT	Bed Management	800.54	800.5
1.00	FERT/PEST	Turf Fertilization & Pest Control	953.25	953.2
1.00	FERT/PEST	Bed Fertilization & Pest Control	300.20	300.2
		Quarterly Maintenance:		
1.00	IRR MGMT	Irrigation Management - quarterly fee	75.00	75.0
		\$225.00		
1.00	FERT/PEST	Palm Inoculations: Medjools (10), Sylvesters	210.00	210.0
		(8) \$35 each - quarterly fee \$630.00		
		ate enteren DEC 0 0	2018	
		uno_001_GL_53900	2018 2000 4604	
		Subtotal	200-4604	4,720.3
		herk *	200-4604	4,720.3
		Subtotal	200-4604	4,720.3
eck/Credit Mer	no No:	Subtotal Sales Tax	200.4604	

8920 ERIE LANE PARRISH, FL 34219 RECEIVED

-----

Invoice Number: 22380 Invoice Date: Dec 1, 2018 Page: 1

DEC U 4 2018

Voice: 941-776-2897 Fax: 941-776-0857

Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578 Ship to: TREVESTA 2ND ENTRY BUFFALO ROAD TO WALL CORNER

Custom	er ID	Customer PO	Payment Terms		
TREVEST	ACDD		Net 30 Day	/S	
Sales R	ep ID	Shipping Method S	hip Date	Due Date	
		N/A		12/31/18	
Quantity	Item	Description	Unit Price	Amount	
1.00 1.00 1.00	TURF MGMT BED MGMT FERT/PEST FERT/PEST IRR MGMT	Monthly Maintenance: Turf Management Bed Management Fertilization & Pest Control - Turf Fertilization & Pest Control - Bed Quarterly Maintenance: Irrigation Management - quarterly fee \$45.00 /Attender guarterly fee	533.10 301.83 533.10 113.19 15.00 15.00	533.10 301.83 533.10 113.19 15.0	
		Subtotal Sales Tax		1,496.22	
		Total Invoice Amount		1,496.22	
	L NE	Payment/Credit Applied		1,490.22	
eck/Credit Men	no No:	Fayment/Oredit Applied		1,496.22	

8920 ERIE LANE PARRISH, FL 34219

Voice: 941-776-2897 Fax: 941-776-0857

Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578 Ship to:

Trevesta Second Entry Extension 2nd Section of Buffalo Road Monthly Maintenance

Customer ID	Customer PO	Payment Terms	
TREVESTA CDD		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		12/31/18

Quantity	Item	Description	Unit Price	Amount
1.00 1.00 1.00	TURF MGMT BED MGMT FERT/PEST FERT/PEST	Monthly Maintenance: Second Section of Buffalo Road to Corner of Wall Turf Management Bed Management Bed Management Fertilization & Pest Control - Turf Fertilization & Pest Control - Bed Irrigation Management - Quarterly Inspection Irrigation Management - Quarterly Inspection Mapprov/Belinda Blander ate enterer DEC 0 6 Unc. Oo 1_GL_53900 herk 4	1,293.34 564.08 446.14 367.88 50.00	1,293.3 564.0 446.1 367.8 50.0
		Subtotal		2,721.44
		Sales Tax		
		Total Invoice Amount		2,721.44
eck/Credit Men	no No:	Payment/Credit Applied		

Invoice Number: 22381 Invoice Date: Dec 1, 2018 Page: 1

RECEIVED

DEL 11 4 2018

8920 ERIE LANE PARRISH, FL 34219

### Invoice Number: 22712 Invoice Date: Jan 1, 2019 Page: 1

Voice: 941-776-2897

Fax: 941-776-0857

#### Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578 Ship to:

TREVESTA MAINTENANCE COMMON AREAS

Customer ID	Customer PO	Payment Terms	
TREVESTA CDD		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		1/31/19

Quantity	Item	Description	Unit Price	Amount
		Monthly Maintenance:		
1.00	TURF MGMT	Turf Management	2,381.39	2,381.39
1.00	BED MGMT	Bed Management	800.54	800.54
1.00	FERT/PEST	Turf Fertilization & Pest Control	953.25	953.25
1.00	FERT/PEST	Bed Fertilization & Pest Control	300.20	300.20
		Quarterly Maintenance:	1000	
1.00	IRR MGMT	Irrigation Management - quarterly fee \$225.00	75.00	75.00
1.00	FERT/PEST	Palm Inoculations: Medjools (10), Sylvesters (8) \$35 each - quarterly fee \$630.00	210.00	210.00
		Date Rec'd Rizzetta & Co., Inc. JAN 0 D/M approval <sup>Belinda Blandon</sup> Date 1/15 Date entered JAN 1 0 2019 Fund OC GL 53900.OC 40 Check #	5/19	
		Subtotal		4,720.3
		Sales Tax		
		Total Invoice Amount		4,720.3
eck/Credit Me	no No:	Payment/Credit Applied		

8920 ERIE LANE PARRISH, FL 34219

#### CE JVC Invoice Number: 22713

Invoice Date: Page: 1

Jan 1, 2019

Voice: 941-776-2897

Fax: 941-776-0857

#### Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578

Ship to:

TREVESTA 2ND ENTRY BUFFALO ROAD TO WALL CORNER

Customer ID	Customer PO	Paymen	t Terms
TREVESTA CDD		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		1/31/19

Quantity	Item	Description	Unit Price	Amount
		Monthly Maintenance:		
1.00	TURF MGMT	Turf Management	533.10	533.10
1.00	BED MGMT	Bed Management	301.83	301.8
1.00	FERT/PEST	Fertilization & Pest Control - Turf	533.10	533.1
1.00	FERT/PEST	Fertilization & Pest Control - Bed	113.19	113.1
		Quarterly Maintenance:		
1.00	IRR MGMT	Irrigation Management - quarterly fee \$45.00	15.00	15.0
		RECE	IVED	
		Date Rec'd Rizzetta & Co., Inc.	4 2019	
		DAI annua Balinda, Blandon, Data 1/1	5/19	
		Divi approvar culture o culture Date		
		D/M approvafelinda Blandon Date 1/1 Date entered JAN 1 0 201	9	
		Fund 001 GL 53900 OC 41	-my	
		Fund 001 GL 35900 00 40	201	
		Check #		
		Subtotal		1,496.2
		Sales Tax		
		Total Invoice Amount		1,496.2
eck/Credit Mer	no No:	Total Invoice Amount Payment/Credit Applied		1,496.2

8920 ERIE LANE PARRISH, FL 34219

## INVOICE

Invoice Number: 22714 Invoice Date: Jan 1, 2019 Page: 1

Voice: 941-776-2897

Fax: 941-776-0857

#### Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578

#### Ship to:

Trevesta Second Entry Extension 2nd Section of Buffalo Road Monthly Maintenance

Customer ID	Customer PO	Paymen	t Terms
TREVESTA CDD		Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		1/31/19

Quantity	Item	Description	Unit Price	Amount
		Monthly Maintenance:		
		Second Section of Buffalo Road to Corner		
		of Wall		
1.00	TURF MGMT	Turf Management	1,293.34	1,293.3
1.00	BED MGMT	Bed Management	564.08	564.0
1.00	FERT/PEST	Fertilization & Pest Control - Turf	446.14	446.1
1.00	FERT/PEST	Fertilization & Pest Control - Bed	367.88	367.8
1.00	IRR MGMT	Irrigation Management - Quarterly Inspection	50.00	50.0
		RECEIV	'ED	
		JAN 0 4 Date Rec'd Rizzetta & Co., Inc	2019	
		D/M approval Belinda Blandon Date 1/15	/19	
		Date entered JAN 1 0 2019		
		Fund 001 GL 53900 0C 460	211	
		Fund 00 GL 23900 OC 400	PC	
		Check #		
		Subtotal		2,721.
		Sales Tax		
		Total Invoice Amount		2,721.4
eck/Credit Men	no No:	Payment/Credit Applied		

8920 ERIE LANE PARRISH, FL 34219

## Invoice Date: 22897 Page: 1

Voice:	941-776-2897
Fax:	941-776-0857

Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578 Ship to: Trevesta Monument I-75

Customer ID	Customer PO	Paymen	t Terms
TREVESTA CDD	Belinda Blandon	Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		2/15/19

Quantity	Item	Description	Unit Price	Amount
		Straightened and staked Tabebuia Tree damaged by storm/wind		150.00
		RECEIV JAN 17 Date Rec'd Rizzetta & Co., Inc.	2019	
		D/M approvalelinda BlandonDate 1/18/1 Date entered JAN 1 8 2019 Fund GL 53900_OC460 Check #		
		Subtotal		150.00
		Sales Tax		
		Total Invoice Amount		150.00
heck/Credit Memo N	lo:	Payment/Credit Applied		
		TOTAL		150.0

8920 ERIE LANE PARRISH, FL 34219

## INVOICE

Invoice Number: 22943 Invoice Date: Jan 21, 2019 Page: 1

Voice:	941-776-2897	
Fax:	941-776-0857	

Bill To:

TREVESTA CDD C/O Rizzetta & Company 9428 Camden Field Pkwy Riverview, FL 33578 Ship to:

Trevesta Common Area

Customer ID	Customer PO	Paymen	t Terms
TREVESTA CDD	Belinda Blandon	Net 30	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		2/20/19

Quantity	Item	Description	Unit Price	Amount
Quantity	[	Irrigation Service: Repaired break in 2" PVC pipe near second right turn off of main blvd. Parts and Labor <b>RECEIVED</b> JAN 7 3 2019 Date Rec'd Rizzetta & Co., Inc D/M approvaelinda BlandonDate 1/29/19 JAN 2 8 2019 Date entered	Unit Price	Amount 153.14
		Fund GL <u>53900</u> OC <u>4604</u> Check #		153.1
		Sales Tax		155.1
		Total Invoice Amount		153.1
Check/Credit Memo No	E.	Payment/Credit Applied		
		TOTAL		153.1



701 S. Olive Ave. Suite 104 West Palm Beach, FL 33401 T (561) 682 9500 F (561) 682 1050 www.kolter.com



DATE: 12/4/2018 INVOICE # Dec-18



Bill To: Trevesta CDD C/O Rizzetta Management Services 9428 Camden Field Parkway Riverview, Florida 33578 Ship To: Trevesta Irrigation LLC 701 S. Olive Ave., #104 West Palm Beach, FL 33401

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					30 days of receipt

QUANTITY		DESCRIPTION	UN	IT PRICE	1	MOUNT
	Water Usage					
5.3		Phase 1A Common Area (per acre)	\$	235.20	\$	1,246.56
4.7		Phase 1B Common Area (per acre)	\$	235.20	\$	1,105.44
0		Hook-up Fees	\$	500.00	\$	ŕ
			_			
				TOTAL	\$	2,352.0

Make all checks payable to Trevesta Irrigation LLC If you have any questions concerning this invoice, contact 561-682-9500 X 207

THANK YOU FOR YOUR BUSINESS!

alle aver - merene Mapprov Belinda Blandon 12/11/18 ateenteren \_\_\_\_DEC\_\_0 6 2018 GL 53600 0C uno 001 309 herk \*



701 S. Olive Ave. Suite 104 West Palm Beach, FL 33401 T (561) 682 9500 F (561) 682 1050 www.kolter.com



DATE: 1/3/2019 INVOICE # Jan-19

Bill To: Trevesta CDD C/O Rizzetta Management Services 9428 Camden Field Parkway Riverview, Florida 33578

Ship To: Trevesta Irrigation LLC 701 S. Olive Ave., #104 West Palm Beach, FL 33401

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					30 days of receipt

QUANTITY		DESCRIPTION	UN	IT PRICE	A	MOUNT
	Water Usage				-	
5.3		Phase 1A Common Area (per acre)	\$	235.20	\$	1,246.56
4.7		Phase 1B Common Area (per acre)	\$	235.20	\$	1,105.4
0		Hook-up Fees	\$	500.00	\$	
				TOTAL	\$	2,352.0

Make all checks payable to **Trevesta Irrigation LLC** If you have any questions concerning this invoice, contact 561-682-9500 X 207

THANK YOU FOR YOUR BUSINESS!

#### RECEIVED

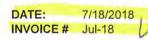
Date Rec'd Rizzetta	AN 0 3 2019
D/M approval Belind	a Blandon Date 1/7/19
Date entered	JAN 0 7 2019
Fund GO GL5	3600 00 4309
Check #	



701 S. Olive Ave. Suite 104 West Palm Beach, FL 33401 T (561) 682 9500 F (561) 682 1050 www.kolter.com



DEC 0.4 2019



Bill To: Trevesta CDD C/O Rizzetta Management Services 9428 Camden Field Parkway Riverview, Florida 33578 Ship To: Trevesta Irrigation LLC 701 S. Olive Ave., #104 West Palm Beach, FL 33401

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
· · · · · · · · · · · · · · · · · · ·					30 days of receipt

QUANTITY	i la	DESCRIPTION	UNI	T PRICE	1	MOUNT
	Water Usage		1			
5.3		Phase 1A Common Area (per acre)	\$	235.20	\$	1,246.56
4.7		Phase 1B Common Area (per acre)	\$	235.20	\$	1,105.44
0		Hook-up Fees	\$	500.00	\$	-
				9		
				TOTAL	\$	2,352.0

Make all checks payable to **Trevesta Irrigation LLC** If you have any questions concerning this invoice, contact 561-682-9500 X 207

#### THANK YOU FOR YOUR BUSINESS!

Mapproval	linda Blandon 12/11/18
	DEC 0 6 2018 GI 53600 DG 4309

hark #

# Tab 3

Trevesta CDD ·	- Special Assessment Bonds, Series 2018, Require	sitions for Payment
Requisition No.	Vendor	Amount
4	Cardno, Inc.	\$347.98
5	Morris Engineering and Consulting, LLC	\$11,156.21
	Total	\$11,504.19

#### TREVESTA COMMUNITY DEVELOPMENT DISTRICT

#### DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

January 23, 2019

**REGIONS BANK** Trevesta Special Assessment Bonds, Series 2018 Attention: Janet Ricardo 10245 Centurion Road Jacksonville, FL 32256

#### RE: Special Assessment Bonds, Series 2018 Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's S2018 Construction Account.

#### PLEASE EXPEDITE PAYMENT TO PAYEE(S) VIA WIRE TRANSFER

<b>REQUISITION NO.</b>	PAYEE	AMOUNT
CR 4	Cardno, Inc.	\$347.98
CR 5	Morris Engineering	\$11,156.21

If you have any questions regarding this request, please do not hesitate to call me at (239) 936-013. Thank you for your prompt attention to this matter.

> Very truly yours, TREVESTA COMMUNITY DEVELOPMENT DISTRICT

Belinda Blandon District Manager

#### TREVESTA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2018 (ASSESSMENT AREA ONE – PHASE 2 PROJECT) (Acquisition and Construction)

The undersigned, a Responsible Officer of the Trevesta Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2016, as supplemented by that certain Third Supplemental Trust Indenture dated as of December 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

#### January 21, 2019

- (A) Requisition Number: CR 4
- (B) Identify Acquisition Agreement, if applicable; NA
- (C) Name of Payee: Cardno, Inc. P.O. Box 123422 Dallas, TX 75312-3422
- (D) Amount Payable: \$347.98
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice 264772 for Trevesta Phase 1 Mitigation Services through 10/26/18
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2018 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;
- 2. each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2018 Project; and
- 4. Each disbursement represents a cost of the 2018 Project which has not previously been paid.

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

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

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

VELOPMENT DISTRICT TREVE STA By: Responsible Officer 2-19 Date

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2018 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer



Check Remittance: Cardno, Inc. P.O. Box 123422 Dallas, TX 75312-3422



EFT Remittance: Account Name: Cardno, Inc. Bank Name: HSBC Bank USA, NA ABA Number: 123006389 Account Number: 447006894 Email Notification: CBS.EFT@cardno.com

Taxpayer ID No. 45-2663666

Corporate Headquarters: 10004 Park Meadows Drive Suite 300, Lone Tree, CO 80124 Phone: 720 257 5800 Fax: 720 257 5801 www.cardno.com Please include an invoice copy with payment or reference the invoice number(s) and project number(s) on your remittance.

Trevesta CDD Belinda Blandon c/o Kolter Land partners 8875 Hidden River Parkway Suite 150 Tampa FL 33637

Invoice # :264772Invoice Date :November 16, 2018Terms :30 DaysProject :E216019900Project Manager :Morrow, Leonard D.

#### Project Name : Trevesta Phase 1 Mitigation

#### EMAIL ONLY- bblandon@rizzetta.com

#### For Professional Services Rendered through: 10/26/2018

Phase Code / Name		Phase Fee	% Complete	Total Fee Earned	Previous Billings	Current Amount
5100 - Plants and Installation		34,798.00	35.00	12,179.30	11,831.32	347.98
	Totals:	34,798.00		12,179.30	11,831.32	347.98

Amount Due This Invoice

347.98

#### **Outstanding Invoices** Number Date Balance 11/16/2018 264772 347.98 263123 10/18/2018 2,821.32 **Total Now Due** 3,169.30 Aging Balances Under 30 31 - 60 61 - 90 Over 90 3,169.30 0.00 0.00 0.00

1

#### TREVESTA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2018 (ASSESSMENT AREA ONE – PHASE 2 PROJECT) (Acquisition and Construction)

The undersigned, a Responsible Officer of the Trevesta Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2016, as supplemented by that certain Third Supplemental Trust Indenture dated as of December 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

#### January 21, 2019

- (A) Requisition Number: CR 5
- (B) Identify Acquisition Agreement, if applicable; NA
- (C) Name of Payee: Morris Engineering & Consulting LLC 15608 29<sup>th</sup> Street East Parrish, FL 34219
- (D) Amount Payable: \$11,156.21
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice #'s TREVCDD-32, TREVCDD-33 and TREVCDD-34 for Engineering Services through 12/31/18
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2018 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;
- 2. each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2018 Project; and
- 4. Each disbursement represents a cost of the 2018 Project which has not previously been paid.

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

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

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

TREVESTA COMMI OPMENT DISTRICT By: sible Officer Date

**CONSULTING ENGINEER'S APPROVAL** 

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2018 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer



6997 Professional Parkway East Suite B Sarasota, Florida 34240

Bill To

Trevesta CDD C/O Rizzetta & Company 9428 Camden Field Parkway Riverview, FL 33578

Invoice

Date 11/1/2018 Invoice # TREVCDD-32

Due Date 12/1/2018

Project

Description	Qty	Rate	Amount
Trevesta CDD Engineering Services 10/1/18-10/31/18			
Construction progress review; requisition processing; coordination with finance team for next phase of bond issuance; exhibit preparation	13	150.00	1,950.00

Please Remit Payment to: 15608 29th Street East Parrish, Florida 34219

Total	\$1,950.00
Payments/Credits	\$0.00
Balance Due	\$1,950.00



6997 Professional Parkway East Suite B Sarasota, Florida 34240

Bill To

Trevesta CDD C/O Rizzetta & Company 9428 Camden Field Parkway Riverview, FL 33578

Invoice

Date 12/1/2018 Invoice # TREVCDD-33

Due Date 12/31/2018

Project

Description	Qty	Rate	Amount
Trevesta CDD District Engineering Services 11/1/18-11/30/18			
- Prepare for and attend CDD Board of Supervisors Meeting	3	150.00	450.00
- Review Construction Requisitions and coordinate for Developer Reimbursement	8.5	150.00	1,275.00
- Prepare Supplemental Engineer's Report; revise per input from Bond Finance Team; revise Exhibits	28	150.00	4,200.00

#### Please Remit Payment to: 15608 29th Street East Parrish, Florida 34219

Total	\$5,925.00
Payments/Credits	\$0.00
Balance Due	\$5,925.00



6997 Professional Parkway East Suite B Sarasota, Florida 34240

Bill To

Trevesta CDD C/O Rizzetta & Company 9428 Camden Field Parkway Riverview, FL 33578

Invoice

Date 1/1/2019 Invoice # TREVCDD-34

Due Date 1/31/2019

Project

Description	Qty	Rate	Amount
Trevesta CDD - District Engineering Services 12/1/18-12/31/18			
- Prepare and process Construction/Acquisition documents and Direct Payment documents	6	150.00	900.00
- Final preparation and coordination of Supplemental Engineer's Report and Exhibits	15.5	150.00	2,325.00
- FedEx Fee	1	56.21	56.21
Discon Derrich Derrich des 15/00 2041 Stars 4 1			

#### Please Remit Payment to: 15608 29th Street East Parrish, Florida 34219

Total	\$3,281.21
Payments/Credits	\$0.00
Balance Due	\$3,281.21

# Tab 4

# TREVESTA CDD

# Acquisition of Trevesta Phase IIB Utilities & Roadways

## KOLTERLAND

#### **Contractor Agreement**

Effective Date:	June 5, 2018					
Owner:	Full Legal Company Name:	Full Legal Company Name: VK Trevesta LLC, a Florida limited liability company				
	Address: 14025 Riveredge Dr.	ive, Sı	uite 175	Phone	e: 813-615-1244	
	City: Tampa			Fax: 8	313-615-1461	
	State: FL		<b>Zip:</b> 33637	Email	: gmeath@kolter.com	
	Authorized Representative: Greg Meath			Cell P	hone: 813-917-3810	
Contractor:	Full Legal Company Name: I	E.T. M	acKenzie of Flor	ida, Inc.		
	Vendor Number: Click he	ere to	enter text.			
	Contractor State License No.: Click here to enter text.					
	Contractor County License No.: Click here to enter text.					
	Contractor City License No.: Click here to enter text.					
	Federal Employer I.D. No.: 38-3204096					
	Address: 6212 – 33rd Street East			Phone	<b>Phone:</b> 941-756-6760	
	City: Bradenton		Fax: 941-756-6698			
	State: FL		Zip: 34203	Email	: kccoulthart@mackenzieco.com	
	Authorized Representative: K.C. Coulthart, P.E. Cell Pl			Phone: 941-779-7075		
Project:	Trevesta					
Project HOA Entity:	Full Legal Company Name: C	Full Legal Company Name: Click here to enter text.				
Project Location:	County: Manatee	State: Florida Zip: Click here to enter text.			Zip: Click here to enter text.	

1. Parties; Effective Date. This Contractor Agreement ("Agreement") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "Parties".

See Schedule "1" for All Plans Specifications and References

Purpose of Agreement.

1 of 47

Contractor:

FL - 4/2014 RECEIVED JUN 2 7 2018

- 1.1 This Agreement is a "LUMP SUM" Agreement and sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "Work") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "Materials and Labor") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project to complete the Trevesta Phase 2A & Buffalo Road Project in substantial conformance with plans and specifications as enumerated on Schedule "1" attached hereto. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

#### 2. Agreement Documents.

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits and schedules attached to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "Agreement Documents"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits and schedules attached to this Agreement consist of: Schedule "1" "List of Plans And Specifications; Exhibit A Trade Specific Scope of Work; Exhibit B General Conditions; Exhibit C Site Safety Rules; Exhibit D Emergency Action Plan; Exhibit E Insurance Requirements;; Exhibit F Partial Waiver & Release of Lien; and Exhibit G Final Waiver & Release of Lien.
- 2.2 THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY **REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND** CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, **REPRESENTATIONS**, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN **MODIFICATION SIGNED BY BOTH PARTIES.**
- 3. Ordering Process.
- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, as enumerated on Schedule "1" of the Agreement, including all revisions thereto made throughout the progress of the Project.

Contractor:

- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "Contractor's Agents"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.
- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- **3.5** Acceptance of Work. If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- **3.7** Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.
- 4. Initiation of Work.
- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all

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Contractor:

permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

- **4.3** Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
  - (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
  - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
  - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
  - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
  - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.
- 4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

Contractor: Z

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#### 5. Performance and Progress of Work.

5.1 The Contractor has prepared and provided a Construction Schedule (the "Schedule) (Exhibit I) for the Project. The Schedule includes a "Substantial Completion" date for these improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damages Amounts as outlined in Section 5.10.

The Schedule also include a "Final Completion" date for the Phase 2A and Buffalo Road improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damage Amounts as outlined in Section 5.10.

- 5.2 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.
- 5.3 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.4 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.5 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 12.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair
  - 5 of 47

Contractor

or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.

Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails 5.6 to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

5.7 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.

Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup

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<sup>◊</sup>6 of 47

Contractor:

work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.

5.9 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

(a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

(b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

- 5.10 Should Contractor fail to perform any of its obligations as provided in this Section 5, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:
  - (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$1,000.00 per day.
  - (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$1,000.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

6. Receipt and Protection of Materials; Protection of Work.

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Contractor:

- 6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the takeoff. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.
- 6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.
- 6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.
- 6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.
- 7. Quality, Inspection and Correction of Work.
- 7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.
- 7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.
- 7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such 8 of 47

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rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

#### 8. Labor Matters.

- 8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

#### 9. General Environmental Compliance

9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.

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- 9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- **9.3** Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.
- **9.6** In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such noncompliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

#### 10. Storm Water Management.

- 10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.
- 10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact

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Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

- 10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices," and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.
- 10.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.
- 10.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

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#### 11. Liens/Waiver of Liens

- 11.1 Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.
- 11.2 Failure to comply with the requirements of Section 11.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.
- 11.3 If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.
- 11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.
- 11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
  - (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
  - (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien,

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or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

#### 12. Warranties; Warranty Work and Performance Standards.

- 12.1 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 12.2 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 12.3 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.
- 12.4 If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
- 13. Notice and Opportunity to Repair Statutes. Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.

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#### 14. Relationship Management.

- 14.1 Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 14.2 Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 14.3 Contractor shall maintain electronic communications with Owner via e-mail. .
- 14.4 Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 14.5 Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.
- 14.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

#### 15. Goals, Continuous Improvement and Quality.

- 15.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 15.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of 14 of 47

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manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

**15.3** If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

#### 16. Prices and Payment.

- 16.1 Contractor will perform the Work for a lump sum amount of One Million Four Hundred Fifty One Thousand Three Hundred Fifty and No/100 Dollars (\$1,451,350.00). THIS IS A LUMP SUM CONTRACT. The Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.
- 16.2 Owner shall designate the methodology for payment to Contractor.
  - (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices.
  - (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
  - (c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contactor at the time of final payment.
- 16.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.

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- 16.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 16.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 16.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.
- 16.7 Contractor shall not delay and/or stop any Work by reason of Owner' failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.
- 16.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 16.9 If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 16.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 16.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 16.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

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- 16.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 16.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- **16.15** No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.
- **16.16** Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.
- 17. Inspections and Reviews. Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

#### 18. Indemnification.

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability

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of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 18.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 18.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 18.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

- 19. Insurance. Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days <u>before</u> starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.
- **19.1** Insurance and Indemnity of Contractor's Agent(s).
  - (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
  - (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.

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Contractor:

- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.
- **19.2** Miscellaneous Insurance Provisions.
  - (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
  - (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
  - (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.
- **19.3** Compliance with this Section.
  - (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.
- 20. Confidentiality. During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

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Contractor:

#### 21. Term and Termination.

- 21.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.
- 21.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.
- 21.3 Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.
- 21.4 Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:
  - (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
  - (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;

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Contractor:

- (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;
- Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
- (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.
- 21.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 21.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 21.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 21.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
- 22. Limitation of Liability and Waiver of Consequential Damages. In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive

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damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

- 23. Force Majeure. Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
- 24. Independent Contractor Relationship. The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
- 25. Continued Performance. Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
- 26. Publicity. Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.

#### 27. General Terms.

- 27.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 27.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 27.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 27.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no thirdparty beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 27.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the

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drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

- 27.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 27.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 27.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 27.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 27.10 Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

#### 27.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT

#### 27.12 Choice of Law, Arbitration and Venue

- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
- b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
- c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to

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recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
  - i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
  - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
  - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
  - iv. The deposition of any experts that intend to testify at the arbitration hearing;
  - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
  - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
  - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

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#### AGREED AND ACCEPTED:

#### **Owner: VK TREVESTA LLC**

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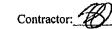
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Contractor:

#### Exhibit A

### TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.



FL - 4/2014



Equal Opportunity Employer

# E.T. MacKenzie Company of Florida, Inc. One of The MacKenzie Companies

### 6212 33" Street East Bradenton, FL 34203 Phone: (941) 756.6760 Fax: (941) 756.6698



То:	Morris Engineering And Consulting, LL	c	Contact:	Matt Morris	
Address:	2004 53rd Avenue East		Phone:	(941) 228-4729	
	Bradenton, FL 34203 UNITED STAT	ES	Fax:		
Project Na	me: Trevesta Phase 2B (North Change Ord	ler Work)	<b>Bid Number:</b>	REVISED 06.05.2	018
Project Lo	cation: Ellenton, FL		Bid Date:	6/1/2018	
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
GENERAL					
1	MOBILIZATION	1.00	LS	\$29,895.00	\$29,895.00
2	NPDES COMPLIANCE	1.00	LS	\$2,185.00	\$2,185.00
		Total Price for above	GENERAL Iter	ns:	\$32,080.00
		15.00	ACDE	1005 00	±14.005.00
1 2	PREP POND AND LOTS EARTHWORK		ACRE	\$995.00	\$14,925.00
2 3	IMPORT FILL	20,580.00		\$5.50	\$113,190.00
4	FINAL GRADING	4,040.00 1.00		\$13.00	\$52,520.00
- 5	SOD 2' BACK OF CURB			\$50,080.00	\$50,080.00
6	SOD 2 BACK OF CORB	1,320.00		\$2.40	\$3,168.00
7	SEED AND MULCH LOTS	7,000.00		\$2.40	\$16,800.00
/	SEED AND MOLCH LOTS	52,960.00 Total Price for above EAR		\$0.25	\$13,240.00
		Total Price for above EAR	CINWORK Iter	ns: 	\$263,923.00
PAVEMEN	т	- Y			
1	1" OF ASPHALTIC CONCRETE (TYPE SI) 50'	R/W 5,360.00	SY	\$5.50	\$29,480.00
2	3/4" OF ASPHALTIC CONCRETE (TYPE SIII)			\$5.00	\$26,800.00
3	6" FDOT SHELL ROAD BASE - 50' R/W	5,360.00		\$13.00	\$69,680.00
4	6" STABILIZED SUBGRADE MIN. LBR OF 40			\$5.00	\$32,160.00
5	CURB TYPE F	72.00	LF	\$12.00	\$864.00
6	CURB TYPE A MIAMI	3,870.00	LF	\$10.00	\$38,700.00
7	5' CONCRETE SIDEWALK (4" THICK)	40.00		\$18.00	\$720.00
В	SIDEWALK RAMPS (MANCO 302.2)	2.00	EACH	\$850.00	\$1,700.00
9	1' WIDE CROSS WALK	80.00	LF	\$9.00	\$720.00
10	2' WIDE STOP BAR	12.00	LF	\$9.00	\$108.00
		Total Price for above P	AVEMENT Iter	ns:	\$200,932.00
DRAINAG	F				
	CURB INLET 4' THROAT (MANCO 202.3)	4.00	EACH	\$4,350.00	\$17,400.00
2	GRATE INLET		EACH	\$4,350.00 \$1,995.00	\$17,400.00 \$1,995.00
3	HDPE - 15"	155.00		\$1,995.00 \$41.00	\$1,995.00 \$6,355.00
4	RCP 24"	61.00		\$41.00 \$67.00	\$0,555.00 \$4,087.00
5.	RCP 30"	242.00			
5	STORM SEWER TESTING	458.00		\$81.00 \$47.00	\$19,602.00 \$21,526.00
7	CONNECT TO EXISTING DRAINAGE PIPE		EACH	\$560.00	\$21,526.00 \$1,120.00
		Total Price for above D		•	\$72,085.00

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# E.T. MacKenzie Company of Florida, Inc. One of The MacKenzie Companies

## 6212 33rd Street East Bradenton, FL 34203 Phone: (941) 756.6760 Fax: (941) 756.6698



To:	Morris Engineering And Consulting, LLC		Contact:	Matt Morris	
Address:	2004 53rd Avenue East		Phone:	(941) 228-4729	
	Bradenton, FL 34203 UNITED STATES		Fax:	<b>(</b>	
Project N	ame: Trevesta Phase 2B (North Change Order Wo	rk)	Bid Number:	REVISED 06.05.201	.8
Project Lo	ocation: Ellenton, FL		Bid Date:	6/1/2018	
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
WATERM	IAIN	······································			
1	CONNECT TO EXISTING 8" WATER MAIN	1.00	EACH	\$1,200.00	\$1,200.00
2	CONNECT TO EXISTING 6" WATER MAIN		EACH	\$1,155.00	\$1,155.00
3	TEMPORARY JUMPER		EACH	\$4,625.00	\$4,625.00
4	PVC 8"	320.00		\$22.00	\$7,040.00
5	PVC 6"	1,620.00		\$17.00	\$27,540.00
6	GATE VALVE ASSEMBLY 8"	•	EACH	\$1,390.00	\$4,170.00
7	GATE VALVE ASSEMBLY 6"		EACH	\$1,045.00	\$3,135.00
8	MJ TEE 8"x6"		EACH	\$436.00	\$436.00
9	MJ 45 DEG BEND 6"		EACH	\$299.00	\$3,588.00
10	FIRE HYDRANT ASSEMBLY		EACH	\$5,380.00	\$16,140.00
11	POTABLE SERVICE DOUBLE		EACH	\$1,210.00	\$35,090.00
12	POTABLE SERVICE SINGLE		EACH	\$744.00	\$8,928,00
13	TEMPORARY BLOW OFF 2"		EACH	\$1,795.00	\$1,795.00
14	PIGGING	1,940.00		\$2.00	\$3,880.00
15	CHLORINATION & PRESSURE TESTING	1,940.00		\$1.50	\$2,910.00
		fotal Price for above WA		·	\$121,632.00
RRIGAT	ION				
1	CONNECT TO EXISTING 6" IRRIGATION MAIN	2.00	EACH	\$1,155.00	\$2,310.00
2	PVC 6"	2,050.00	LF	\$17.00	\$34,850.00
3	GATE VALVE ASSEMBLY 6"	6.00	EACH	\$1,045.00	\$6,270.00
4	MJ TEE 6"x6"	1.00	EACH	\$406.00	\$406.00
5	MJ 45 DEG BEND 6"	12.00	EACH	\$299.00	\$3,588.00
6	TEMPORARY BLOW OFF 2"	1.00	EACH	\$1,425.00	\$1,425.00
7	IRRIGATION SERVICE DOUBLE	33.00	EACH	\$1,160.00	\$38,280.00
B	IRRIGATION SERVICE SINGLE	5.00	EACH	\$701.00	\$3,505.00
9	PRESSURE TESTING	2,050.00	LF	\$1.20	\$2,460.00
	1	otal Price for above IRF	RIGATION Iter	ns:	\$93,094.00
SEWER					
1	CONNECT TO EXISTING MANHOLE		EACH	\$10,480.00	\$20,960.00
2	8" PVC (6'8' CUT)	265.00		\$34.00	\$9,010.00
3	8" PVC (8'10' CUT)	396.00		\$35.00	\$13,860.00
4	8" PVC (10'12' CUT)	992.00		\$54.00	\$53,568.00
5	8" PVC (12'14' CUT)	155.00		\$59.00	\$9,145.00
5	SANITARY MANHOLE (6'8')	2.00	EACH	\$3,725.00	\$7,450.00
7	SANITARY MANHOLE (8'10')	1.00	EACH	\$4,695.00	\$4,695.00



Equal Opportunity Employer

## E.T. MacKenzie Company of Florida, Inc.

One of The MacKenzle Companies

#### 6212 33<sup>rd</sup> Street East Bradenton, FL 34203 Phone: (941) 756.6760 Fax: (941) 756.6698 www.mackenzieco.com



То:	•	Morris Engineering And Consulting, LLC		Contact:	Matt Morris	
Address:		2004 53rd Avenue East		Phone:	(941) 228-4729	
-		Bradenton, FL 34203 UNITED STATES		Fax:		
Project Na	ime:	Trevesta Phase 2B (North Change Order Work)		Bid Number:	REVISED 06.05.2018	
Project Lo	cation:	Ellenton, FL		Bid Date:	6/1/2018	
Item #	Iten	Description	<b>Estimated Quantity</b>	Unit	Unit Price	Total Price
8 🗢	SANI	TARY MANHOLE (10'12')	3.00	EACH	\$5,005.00	\$15,015.00
9	SANI	TARY MANHOLE (12'14')	1.00	EACH	\$5,570.00	\$5,570.00
10	SEW	ER SERVICES 6" DOUBLE	32.00	EACH	\$1,695.00	\$54,240.00
11	SEW	ER SERVICES 6" DOUBLE (PARTIAL)(STUB OUT)	3.00	EACH	\$1,455.00	\$4,365.00
12	SEW	ER SERVICES 6" DOUBLE (FINISH PARTIAL /ICE)	1.00	EACH	\$880.00	\$880.00
13	SEW	ER SERVICES 6" SINGLE	1.00	EACH	\$1,050.00	\$1,050.00
14	SEWI MAIN	ER SERVICES 6" SINGLE (CUT IN ON EXISTING	1.00	EACH	\$3,080.00	\$3,080.00
15	SEW	ER SERVICES 6" SINGLE (FINISH PARTIAL SERVI	CE) 1.00	EACH	\$615.00	\$615.00
16	SANI	TARY SEWER TESTING	1,808.00	LF	\$3.50	\$6,328.00
			Total Price for abo	ve SEWER Iter	ns:	\$209,831.00

Total Bid Price:

\$993,577.00

#### Notes:

- Bahia sod is placed in 2' strip along back of curb and pond slope from top of bank to 2' below normal water level.
- Seed and mulch includes lots.
- Storm drainage testing includes pumping down the existing lake.
- Sanitary sewer includes dewatering.
- Sanitary sewer includes any import fill to back fill pipe trench as necessary.
- Manatee County 3-year Warranty Bond is excluded.
- Earthwork includes excavating suitable fill material from the pond located west of the cell tower. Pond top of bank, slopes, normal water level, and break point are based on same elelvations as pond L-11.
- Pavement on Tremeza Place ends at station 3+00.
- Water services on Tremeza Place include Lots 313, 314, 374, 375, 451-458.
- Sewer services complete on Tremeza Place include Lots 313, 314, 374, 375, 376, 452-458 and partial services for Lots 377, 378, 448-451.
- Irrigation services on Tremeza Place include Lots 313, 314, 374, 375, 376, 452-458.
- Sewer on Tremeza Place includes main line piping up to and including MH-57.
- Sewer manhole MH-22 is already installed near the proposed location by others. Existing inverts have not been verified. E.T. MacKenzie will verify
  location and invert elevations prior to construction. Any modification to location or invert elevations is not included in the proposal price.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.	CONFIRMED: E.T. MacKenzie of Florida, Inc.	
Buyer:		
Signature:	Authorized Signature:	
Date of Acceptance:	Estimator:	K.C. Coulthart, P.E. 941.756.6760 kc@mackenzieco.com

#### Exhibit B

#### GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

#### 1. <u>General.</u>

- A. <u>Codes.</u> Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- Β. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

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Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any noncompliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all

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Contractor

supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. <u>Archaeological Monitoring.</u> There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

Contractor:

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- F. <u>No Substitutions.</u> There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. <u>Meetings.</u> Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.
- H. <u>Scheduling</u>. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All moveins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. <u>Layout.</u> Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. <u>Workmanship</u>. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- Cooperation with work of Contractor and Others. Owner may directly or К. indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the

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preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.

- L. <u>Operation of Vehicles.</u> The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.
- M. <u>Parking.</u> Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. <u>NO UNAUTHORIZED PERSONS.</u> THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.
- O. <u>Acceptance of Prior Work.</u> It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. <u>Protection of Finished Work.</u> Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.

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- a. Contractor's personnel shall not remove protective devices (if applicable).
- b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- Q. <u>Materials.</u> All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.
- R. <u>Delivery, Dumping.</u> Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. <u>Water/Utilities.</u> Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- Τ. <u>Cleanliness, Trash & Debris.</u> Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified

Contractor:

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by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

- U. <u>Pets.</u> No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. <u>Weather.</u> In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.
- W. <u>Storage.</u> By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. <u>Contractor's Personal Property Insurance.</u> Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

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## 2. Job Conduct.

- Α. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.
- Β. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. <u>OSHA.</u> Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health

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Contractor:

and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:

- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
- b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
- c. Contractor will assist Owner in complying with the OSHA Regulations.
- d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.
- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees).

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Contractor:

Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. <u>Professional Conduct.</u> Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. <u>Rules.</u> Contractor, its field workers, and any subcontractors and subsubcontractors shall observe the following rules at all times:
  - 1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
  - 2. No loud radios, music, or unnecessary noise on the site.
  - 3. No distraction of fellow workers.
  - 4. No alcohol or drugs on the site.
  - 5. No weapons of any kind on the site.
  - 6. No profanity or discourteous conduct on the site.
  - 7. No horseplay or fighting on the site.
  - 8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
  - 9. No unauthorized vehicles or parking in any production area.
  - 10. No entry into an active blasting or barricaded area during active operations.
  - 11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

36 of 47

Contractor

#### Exhibit C

#### SITE SAFETY RULES

Contractor agrees as follows:

- Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("Contractor's Written Safety Program"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and subsubcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the

37 of 47

Contractor:

Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("MSDS") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers as required by the OSHA regulations. In other words, contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Contractor FL - 4/2014

# Exhibit D

# EMERGENCY ACTION PLAN

SEE ATTACHED. (N/A)

Contractor

FL - 4/2014

#### Exhibit E

1

#### **INSURANCE REQUIREMENTS**

VK Trevesta LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637 Phone (813) 615-1244 Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement ("Agreement") by and between VK Trevesta LLC ("Owner") and The Fishel Company ("Contractor") all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

#### **Evidence of Insurance Required:**

The Certificate of Liability Insurance must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (07 04) and CG2037 (07 04) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("SIR") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

 (1) Kolter Acquisitions LLC, (2) VK Trevesta LLC
 14025 Riveredge Drive, Suite 175 Tampa, FL 33637

The Additional Insured Endorsement form (Form CG 2010 (07 04) or its equivalent) for the General Liability policy, see example attached. BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSUREDS IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE <u>ARE NOT ACCEPTABLE</u>. The Additional Insured Endorsement must list your policy number and MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSUREDS.

#### **GENERAL LIABILITY**

The Commercial General Liability policy must be written on an Occurrence Form. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

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Contractor

- (a) Premises or ongoing operations;
- (b) Products and completed operations, which shall:
  - i. cover materials designed, furnished and/or modified in any way by Contractor;
  - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
  - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") <u>cannot fulfill the requirement for CGL coverage</u> under the Agreement.

#### **AUTOMOBILE INSURANCE**

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

(a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.

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Contractor:

- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.
- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

## UMBRELLA OR EXCESS INSURANCE

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

#### PROFESSIONAL LIABILITY INSURANCE

With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

- 27.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days <u>before</u> Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:
  - (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
  - (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
  - (C) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
  - (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any

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Contractor

Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"

- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG 2010 11 85 Additional Insured Owners, Lessees or Subcontractors Form B endorsement and GC20 37 07 04, or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG 2037, will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:
  - (i) Provide coverage for both premises/ongoing operations <u>and</u> products-completed operations to the benefit of the additional insured; and
  - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
- (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
- (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
- (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

Contractor FL - 4/2014

## SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

## POLICY NUMBER: (MUST BE FILLED IN) COMMERCIAL GENERAL LIABILITY

27.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR

CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

27.15 Kolter Acquisitions LLC &

27.16 VK Trevesta LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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Contractor:

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

VK Trevesta LLC 14025 Riveredge Drive Suite 175 Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$\_\_\_\_\_\_, paid by VK Trevesta 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 Trevesta according to the plat thereof on file in the office of the Clerk of the Court in and for Manatee County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

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

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this \_\_\_\_\_\_day of \_\_\_\_\_\_ 20\_\_\_\_.

#### CONTRACTOR

PRINT:

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

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

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

The foregoing was acknowledged before me this	day of	20, by
as	of	a
Corporation, for and on behalf of	the corporation. He/She	e is personally known

to me or has produced a driver license as identification and did/did not take an oath. NOTARY PUBLIC

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

PRINT:

#### COMMISSION #:

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

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Contracto

#### Exhibit G FINAL WAIVER AND RELEASE OF LIEN

VK Trevesta LLC 14025 Riveredge Drive Suite 175 Tampa, FL 33637

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

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

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this \_\_\_\_\_ day of 20

	CONTRA	CTOR	
	BY:		
	PRINT:		
STATE OF COUNTY OF	TITLE:		
The foregoing was acknowledged bef	fore me thisday of of	20by a	
Corporation, for and on behalf of the co driver license as identification and did/d	orporation. He/She is personally k		d a

NOTARY PUBLIC

BY:	
PRINT:	
COMMISSION #	

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

Contractor

FL - 4/2014

## **SCHEDULE 1**

Plan References:

Final Site Plans, Approved on February 24, 2017, consisting of Sheets 1 - 24 and L1 - L6Construction Plans, Approved on February 13, 2017, consisting of Sheets 1 - 24 and L1 - L6

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Contractor:

				Trevesta - Phase 2 (North Lots) Bid Construction Schedule	2 (North Lots) on Schedule
<u> </u>	Task Name	Duration	Start	Finish	
	Notice to Proceed	0 days	6/11/18	6/11/18	Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr Notice to Proceed
7	Shop Drawings	30 days	6/12/18	7/26/18	Shop Drawings
m	Survey Layout	75 days	6/15/18	10/2/18	Erection Survey Layout
4	Mobilization	10 days	6/18/18	6/29/18	Mobilization
പ	Erosion Control	10 days	6/18/18	6/29/18	Erosión Control
Q	Clearing & Grubbing	10 days	6/21/18	7/9/18	Clearing & Grubbing
2	Earthwork & Grading	90 days	6/28/18	11/5/18	Earthwork & Grading
15	Sanitary Sewer	. 30 days	7/23/18	8/31/18	E Sanitary Sewer
∞	Storm Drainage	20 days	8/27/18	9/21/18	Storm Drainage
16	Watermain	20 days	9/17/18	10/12/18	Vatermain
n	Irrigation	20 days	10/8/18	11/2/18	
9	Stabilized Subgrade	15 days	10/29/18	11/16/18	Cara Stabilized Subgrade
11	Concrete Curb & Sidewalk	15 days	11/8/18	11/30/18	Concrete Curb & Sidewalk
12	Road Base	10 days	11/15/18	11/30/18	Road Base
13	Asphalt Paving	5 days	12/3/18	12/7/18	Asphalt Paving
14	Striping	5 days	12/10/18	12/14/18	E Striping
17	Substantial Completion	0 days	12/18/18	12/18/18	Substantial Completion
18	As-Builts & Punch List	5 days	12/19/18	12/28/18	E As-Builts & Punch List
19	Final Completion	0 days	12/28/18	12/28/18	Einal Completion
Prin	Printed: 6/6/18	Task 🖂	Mile	Milestone	Summary Progress
					Dane 1
					+ »R».

# **Work Authorization Request**



E. T. MacKenzie of Florida, Inc. 6212 33rd Street E. Bradenton FL. 34203 (941) 756-6760 Fax: (941) 756-6698

Work Authorization Request No. 1 Owner's Name Phone Date VK Trevesta LLC July 24, 2018 Address Job Name Job Number 14025 Riveredge Drive, Suite 175 **Trevesta Phase 2B North** 51810 Address City Stale Zio Tampa FL 33637 Existing Contract No. **Date of Existing Contract** City State Zip You are hereby authorized to perform the following specifically described additional work: Description Quantity **Unit Price Extended Price** PHASE 2B NORTH EARTHWORK Excavation (5, 430.00)CY \$ 5.50 \$ (29,865.00) Import Fill 8,960.00 CYT \$ 13.00 \$ 116,480.00 EARTHWORK TOTAL \$ 86,615.00 4241, H, LD, VKTVP, 2B, 02051, 00 WATERMAIN Potable Service Double (1.00)EA \$ 1,210.00 \$ (1,210.00)Potable Service Single (2.00)EA \$ 744.00 (1,488.00) \$ WATERMAIN TOTAL S (2,698.00)4241, H, LD, VKTVP, 2B, 02051, 00 IRRIGATION Irrigation Service Double (3.00)EA \$ 1,160.00 \$ (3,480.00) **IRRIGATION TOTAL** \$ (3, 480.00)4241, H, LD, VKTVP, 2B, 02051, 00 SEWER Sewer Services 6" Double (4.00)EA \$ 1,695.00 \$ (6,780.00)Sewer Services 6" Single 3.00 EA \$ 1,050.00 \$ 3,150.00 Sewer Services 6" Single (Cut in on Existing Main) (1.00)EA \$ 3,080.00 (3,080.00) \$ Sewer Services 6" Single (Finish Partial Service) 2.00 EA \$ 615.00 \$ 1,230.00 SEWER TOTAL (5,480.00) \$ 4241, H, LD, VKTVP, 2B, 02051, 00 Subtotal of Changes: 74,957.00 \$ Overhead & Profit : Inc. THE TOTAL CREDIT/COST FOR CHANGES NOTED ABOVE: \$ 74.957.00 TOTAL NUMBER OF DAYS AFFECTED BY THIS CHANGE: 7 Days Payment to be made as follows: Per Contract Documents Above additional work to be performed under same conditions as specified in original con act ypless otherwise stipulated. la Date More Mar 20 18 Authorized Signature (Owner signs here) We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price. Authorized Signature Date (Contractor signs here) Note. The above prices & specifications of this Change Order Request are satisfactory and are hereby accepted as signed. All work to be performed under the same terms and conditions

	E	Kenzie of Fl 6212 33rd Street E Bradenton FL. 3420 60 Fax: (9	E. 03	Work Aut	thoriz	ation Reque	st No.	2
Owner's Name VK Trevesta LLC			Phone			Date	ober 29, 20 <sup>4</sup>	18
Address 14025 Riveredge I	Drive Suite 1	175	Job Name	evesta Phase	2P No		Job Number	810
City	State	Zip	Address	evesta Filase	ZDING	orun	5	1010
Tampa Existing Contract No.	FL Date of Exist	33637 ting Contract	City		-	State	Zip	
You are hereby authori	zed to perform th	ne following specifically	/ described additional wo	ork:				
Description				Quantity	/	Unit Price	Extend	led Price
	PHASE	2B NORTH						
SEWER								
Sanitary Manhole (1	2'-14')			1.00	EA	\$ 5,570.00	\$	5,570.00
			SEWER TOTAL				\$	5,570.00
4	241,H,LD,VK	TVP,2B,02051,00					1	
					Subt	otal of Changes	\$	5,570.00
						erhead & Profit		Inc.
			EDIT/COST FOI				+	5,570.00
	a cala a cal		BER OF DAYS A	FFECTED E	BY TH	IIS CHANGE:	3	Days
Payment to be mad Above additional wor Date	k to be perform	ned under same cor	nditions as specified in		ct unles	s otherwise stipul	ated.	
	_		(Owne	r signs here)				
We hereby agree to Authorized Signature	A	0 the	ete in accordance with			2-18 20_	ed price.	

	(	Kenzie of Fl 6212 33rd Street E radenton FL. 3420 60 Fax: (S	1.	Work Aut	horiz	atio	n Reques	t No.	3
Owner's Name			Phone		-	Date			
VK Trevesta LLC					-		Nove	mber 15, 2	018
14025 Riveredge	Drive, Suite 1	75	Job Name	evesta Phase	2B No	orth		Job Number 5	1810
City	State	Zip	Address						
Tampa Existing Contract No.	FL Date of Exist	33637	City		-	State		Zip	
			uny .	al transfer	-	Chaid		412	
You are hereby author	zed to perform th	e following specifically	described additional wo	rk:					
Description				Quantity	1	U	nit Price	Exten	ded Price
	PHASE	2B NORTH							
EARTHWORK									
Import Fill				4,068.00	CYT	\$	13.00	\$	52,884.00
Excavation, Mixing	and Blending	of unsuitable fill or	n lots	1.00	LS	\$	26,684.00	\$	26,684.00
	THWORK TOTAL			-		S	79,568.00		
	4241 H L D VK	TVP,2B,02051,00							
and the second second		111 (20,02001,00			Subt	otal	of Changes:	\$	79,568.00
						\$			
	т		EDIT/COST FOR	CHANGE			ABOVE	¢	
									79,568.00
Payment to be ma	de as follows:		BER OF DAYS Al				HANGE:	1	Days
Above additional wo				original contra signs here)	ct unles	s othe	erwise stipula	ted	
We hereby agree to Authorized Signatur	4	nd materials - compi (Contractor signs her	ete in accordance with	the above spe		ons, a	t above state	d price.	

## APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER:	VK Trevesta LL0 14025 Riveredge Tampa, FL 3363	Drive, Suite 175	PROJECT:	Trevesta Phase 2B North	APPLICATION NO. Period From: Period To:	<b>4</b> 1-Nov-2 30-Nov-	
CONTRACTOR:	E.T. MacKenzie 6212 33rd Street Bradenton, FL 3-		c ENGINEER:	Morris Engineering and Consulting, LLC 6997 Professional Parkway East, Suite B Sarasota, FL 34240	Project File No.:	51810	
N.T.P. DATE:	6/6/2018		COMPLETIO	<b>N DATE:</b> 12/31/2018	PO Number:	744	
CHANGE ORDI	ER SUMMARY			CONTRACTOR'S APPLICATION FOR PAYMENT			
Total changes appro-	ved in	ADDITIONS	DEDUCTIONS	Application is made for Payment as shown below, in connection with the	Contract schedule of values.		
previous months by		-	\$ -	1. ORIGINAL CONTRACT SUM		\$	993,577.00
No. Date Approv				2. NET changes by Change by Orders		\$	160,095.00
1 8/6/20		, - · · · ·		3. CONTRACT SUM TO DATE (Line 1 + 2)		<u>\$</u>	1,153,672.00
2 10/31/20 3 11/15/20				4. TOTAL COMPLETED TO DATE		<u>\$</u> \$	918,391.50 91,839.15
3 11/15/20	18 3	5 79,568.00		5. Less RETAINAGE at 10% of Completed Work		3	91,839.15
				6. 0% of STORED MATERIALS		\$	-
				7. TOTAL EARNED Less RETAINAGE		\$	826,552.35
				(Line 4 less line 5)			,
				8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$	547,280.55
NET CHANGES by C	hange Order	6 160,095.00	\$ -	9. CURRENT PAYMENT DUE This Request (Line 6 less line 7)		\$	279,271.80
CERTIFICATIO	ON OF CONTRA	CTOR		10. BALANCE TO FINISH, PLUS RETAINAGE		\$	327,119.65
The undersigned Cor	ntractor certifies that	to the best of the Contra	actor's knowledge,	(Line 3 less Line 6)			
information and beli	ef the Work covered	by this Application for l	Payment has been				
-		ct Documents, that all an	-	OWNER'S CERTIFICATION FOR PAYMENT			
-	-	vious Certificates for Pa		In accordance with the above contract, the undersigned recommends payme	nt		
and payments receive CONTRACTOR:	ed from the Owner, a E. T. MacKenize	and current payment sho	wn herein is now due.	to the Contractor in the Amount as shown above.		\$	
CONTRACTOR.	L. T. MacKellize	or riorida, inc.		AMOUNT CERTIFIED		¥	
By:			11/30/2018				
	Senior Project Mana	ager	Date	OWNER:			
State of: FLORIDA	С	ounty of: MANATEE		By:			Date
Notary Public:			11/30/2018 Date	Title:			
ENGINEER'S (I	EOR) RECOMM	ENDATION					
	,	based on on-site observat	ions and data comprising				
this application, the qu	ality of this Work is ir	accordance with the Con	tract Documents, and the	This Certificate is not negotiable.			
Contractor is entitled t							
ENGINEER:							
Ву:							
			Date				
Title and Company:							

#### E.T.MACKENZIE COMPANY OF FLORIDA, INC. 6212 33RD STREET EAST BRADENTON. FL 34203

DRAINAGE

Grate Inlet

HDPE - 15"

RCP - 24"

1

2

3

4

Curb Inlet - 4' Throat (Manco 202.3)

## TREVESTA PHASE 2B NORTH

PO Number: Invoice No. 1 November 30, 2018 CONTRACT CONTRACT COMPLETE LAST PERIOD COMPLETE THIS PERIOD COMPLETE TO DATE ITEM UNIT PERCENT QTY UNIT NO. DESCRIPTION PRICE AMOUNT QUANTITY VALUE QUANTITY VALUE QUANTITY VALUE COMPLETE PHASE 2B NORTH GENERAL CONDITIONS Mobilization LS 0.90 1.00 \$29.895.00 \$29.895.00 0.60 17.937.00 0.30 \$8.968.50 \$26.905.50 90.00% 1 2 NPDES Compliance 1.00 LS \$2,185.00 0.50 0.20 \$437.00 0.70 \$1,529.50 70.00% \$2,185.00 1.092.50 **GENERAL CONDITIONS SUBTOTAL** \$32,080.00 \$9.405.50 \$28.435.00 88.64% \$19.029.50 4241.H.LD.VKTVP.2B.02051.00 EARTHWORK Prep Pond and Lots 100.00% 1 15.00 AC \$995.00 \$14.925.00 15.00 14.925.00 15.00 \$14.925.00 2 Earthwork 20,580.00 CY \$5.50 \$113,190.00 20,580.00 113,190.00 20,580.00 \$113,190.00 100.00% Import Fill CYT \$13.00 3 4.040.00 \$52,520.00 4,040.00 52,520.00 4.040.00 \$52,520.00 100.00% Final Grading LS 4 1.00 \$50.080.00 \$50.080.00 0.25 0.25 \$12.520.00 12.520.00 25.00% Sod - 2' Back of Curb SY 5 1,320.00 \$2.40 \$3,168.00 Sod - Lake TOB SY 6 7,000.00 \$2.40 \$16,800.00 6,500.00 15,600.00 6,500.00 \$15,600.00 92.86% Seed and Mulch Lots SY 7 52.960.00 \$0.25 \$13.240.00 EARTHWORK SUBTOTAL \$263,923.00 \$208,755.00 \$208,755.00 79.10% 4241,H,LD,VKTVP,2B,02051,00 PAVEMENT 1" of Asphaltic Concrete (Type S-I) - 50' R/W SY \$5.50 1 5.360.00 \$29.480.00 3/4" of Asphaltic Concrete (Type S-III) - 50' R/W 2 SY \$5.00 5.360.00 \$26.800.00 6" FDOT Shell Road Base - 50' R/W 3 5,360.00 SY \$13.00 \$69,680.00 6" Stabilized Subgrade Min. LBR of 40 - 50' R/W SY \$5.00 4 6,432.00 \$32,160.00 6,432.00 \$32,160.00 6,432.00 \$32,160.00 100.00% Curb - Type F LF 72.00 \$12.00 \$864.00 72.00 \$864.00 72.00 5 \$864.00 100.00% 6 Curb - Type A Miami 3.870.00 LF \$10.00 \$38,700.00 3,870.00 \$38,700.00 3,870.00 \$38,700.00 100.00% 5' Concrete Sidewalk (4" Thick) 40.00 LF \$18.00 \$720.00 7 Sidewalk Ramps - (Manco 302.2) 8 2.00 ΕA \$850.00 \$1,700.00 1' Wide Cross Walk 9 80.00 LF \$9.00 \$720.00 2' Wide Stop Bar ΙF \$9.00 10 12.00 \$108.00 **PAVEMENT SUBTOTAL** \$200.932.00 \$71.724.00 \$71.724.00 35.70% 4241,H,LD,VKTVP,2B,02051,00

4.00

1.00

155.00

61.00

ΕA

ΕA

LF

LF

\$4,350.00

\$1.995.00

\$41.00

\$67.00

\$17,400.00

\$1,995.00

\$6,355.00

\$4,087.00

3.60

0.90

155.00

61.00

15,660.00

1.795.50

6,355.00

4,087.00

0.40

0.10

\$1,740.00

\$199.50

4.00

1.00

155.00

61.00

\$17,400.00

\$1,995.00

\$6,355.00

\$4,087.00

100.00%

100.00%

100.00%

100.00%

## E.T.MACKENZIE COMPANY OF FLORIDA, INC. 6212 33RD STREET EAST BRADENTON, FL 34203

# TREVESTA PHASE 2B NORTH

1

PO Number: Invoice No.

November 30, 2018

5       BCP-30*       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980230       1980330       <	ITEM		CONTRACT		UNIT	CONTRACT	COMPLETE	LAST PERIOD	COMPLETE	THIS PERIOD	COMPLE	TE TO DATE	PERCENT
6       Storn Sever Testing       480,0       LF       \$47,00       \$47,00       \$47,000       \$47,000       \$47,000       \$47,000       \$47,000       \$21,000       \$21,000       \$20,000       \$72,005,00       \$72,000,00       \$72,000,00       \$72,00	NO.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	COMPLETE
7         Comment De Listing Dimange Pipe         State Di	5	RCP - 30"	242.00	LF	\$81.00	\$19,602.00	242.00	19,602.00			242.00	\$19,602.00	100.00%
DRANAGE SUBTOTAL         Drana Drama (Subtotal)         States (Subtotal)	6	Storm Sewer Testing	458.00	LF	\$47.00	\$21,526.00			458.00	\$21,526.00	458.00	\$21,526.00	100.00%
Sati H, LD, NCTYP 2B, G203 1, DD         No.         No. <th< td=""><td>7</td><td>Connect to Existing Drainage Pipe</td><td>2.00</td><td>EA</td><td>\$560.00</td><td>\$1,120.00</td><td>2.00</td><td>1,120.00</td><td></td><td></td><td>2.00</td><td>\$1,120.00</td><td>100.00%</td></th<>	7	Connect to Existing Drainage Pipe	2.00	EA	\$560.00	\$1,120.00	2.00	1,120.00			2.00	\$1,120.00	100.00%
Image: constraint of the state of		DRAINAGE SUBTOTAL				\$72,085.00		\$48,619.50		\$23,465.50		\$72,085.00	100.00%
1         Connect to Exating P Water Main         1.00         EA         \$1.200.00         \$1.200.00         St.		4241,H,LD,VKTVP,2B,02051,00											
1         Connect to Exating P Water Main         1.00         EA         \$1.200.00         \$1.200.00         St.													
2         Connect to Existing G' Water Main         1.00         EA         \$1155.00         51155.00         4         C         C         C         C           3         Terporary Jumper         1.00         EA         \$425.00         \$51155.00         4.625.00         1.00         \$4262.00         1.00         \$4262.00         1.00         \$4262.00         1.00         \$4262.00         1.00         \$4262.00         1.00         \$4262.00         1.00         \$4262.00         1.00         \$4262.00         1.00         \$57.040.00         320.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.050.00         1.00         \$52.821.60         1.00         \$52.821.60         1.00         \$52.821.60         1.00         \$52.821.60         1.00         \$52.821.60         1.00         \$52.821.60         1.00         \$52.821.60         1.00         \$52.821.60         1.00         \$52.926.00         1.00         \$52.926.00         1.00	WATERM	AIN											
3         Temporary Jungar         100         EA         \$44,2500         100         44,2500         100         \$4,25,00         1100         \$4,26,00         1100           4         PVC - 6"         320.00         LF         \$22,00         \$7,040.00         320.00         22,00         320.00         22,00         320.00         22,00         320.00         22,00         320.00         22,00         320.00         22,00         32,05.00         20.00         32,05.00         32,05.00         20.00         32,05.00         32,05.00         20.00         32,05.00         33,16.00         20.00         33,16.00         20.00	1	Connect to Existing 8" Water Main	1.00	EA	\$1,200.00	\$1,200.00							
3.         Temporty Jumper         10.0         EA         84,2500         94,46200         10.00         4,62500         10.00         10.00         84,8500         10.00           4         PVC-6'         16000         127000         12700	2	Connect to Existing 6" Water Main	1.00	EA	\$1,155.00	\$1,155.00							
6         PVC - 6"         1,620.00         LF         \$17.00         \$27.540.00         1,560.00         26.520.00         9           6         Gate Valve Assembly - 6"         3.00         EA         \$1.380.00         \$41.70.00         2.70         3.733.00         2.70         \$3.733.00         2.70         \$3.733.00         9           7         Gate Valve Assembly - 6"         3.00         EA         \$1.380.00         \$43.750.00         100         438.00         1.00         438.00         1.00         \$3.788.00         100         \$3.588.00         1.00         438.00         1.00         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.588.00         100         \$3.186.00         80.20         7.00         8.470.00         19.00         \$2.2980.00         6.0         \$3.186.00         50.0 <td< td=""><td>3</td><td>Temporary Jumper</td><td>1.00</td><td>EA</td><td>\$4,625.00</td><td>\$4,625.00</td><td>1.00</td><td>4,625.00</td><td></td><td></td><td>1.00</td><td>\$4,625.00</td><td>100.00%</td></td<>	3	Temporary Jumper	1.00	EA	\$4,625.00	\$4,625.00	1.00	4,625.00			1.00	\$4,625.00	100.00%
5         PVC-6*         16200         LF         \$1700         \$27,540.00         1,580.00         28,520.00         9           6         Gate Valve Assembly - 6''         3.00         EA         \$1,390.00         \$24,170.00         2.70         3,753.00         9           7         Gate Valve Assembly - 6''         3.00         EA         \$1,190.00         2.81         50         2.70         \$2,221.50         9           8         M Tee - 8'.6''         1.00         EA         \$1,480.00         \$1,450.00         43,580.00         1.00         43,580.00         1.00         \$2,828.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,588.00         1.00         \$3,589.00         7.00         \$6,206.00         4.00         \$2,297.00         2.00         \$3,149.00         1.00         \$3,149.00         1.00         \$3,149.00         1.00         \$3,149.00         1.00         \$3,149.00	4	PVC - 8"		LF			320.00				320.00	\$7,040.00	100.00%
6       Gale Valve Assembly - 8°	5	PVC - 6"		LF							1,560.00		96.30%
7       Gale Valoe Assembly-e <sup>n</sup> Gale Valoe Assembly-e <sup>n</sup> Component of the second of t	6	Gate Valve Assembly - 8"	3.00	EA	\$1,390.00		2.70				2.70	\$3,753.00	90.00%
8         MI de - 8's''         (10)         EA         S436.00         (12.0)         446.00         (12.0) <td>7</td> <td>Gate Valve Assembly - 6"</td> <td>3.00</td> <td>EA</td> <td>1</td> <td>\$3,135.00</td> <td>2.70</td> <td></td> <td></td> <td></td> <td>2.70</td> <td>\$2,821.50</td> <td>90.00%</td>	7	Gate Valve Assembly - 6"	3.00	EA	1	\$3,135.00	2.70				2.70	\$2,821.50	90.00%
9         M4 5 Deg Gen-6°         C12.00         Fix Hydrart Assembly         C12.00         S 35.88.00         C12.00         S 35.88.00 <thc12.00< th="">         C12.00</thc12.00<>	8	MJ Tee - 8"x6"					1.00				1.00		100.00%
10         Fire Hydrart Assembly         3.00         EA         \$5.380.00         \$16.140.00         2.70         14.526.00         2.70         \$2.70         \$14.526.00         9           11         Potable Service - Single         2.000         EA         \$1.100         \$35.380.00         7.00         8.470.00         1.000         \$2.279.000         2.60         \$31.456.00         9           12         Potable Service - Single         12.00         EA         \$77.400         \$35.080.00         7.00         8.470.00         \$2.279.00         10.00         \$31.84.00         9           13         Temporary Blow-Oft - 2"         1.000         ES         \$17.95.00         \$17.95.00         \$17.95.00         C<	9	MJ 45 Deg Bend - 6"			1		1				12.00		100.00%
11       Potable Service - Double       29.00       EA       \$12.00       \$33,00,00       7.00       8.470.00       19.00       \$22,990.00       26.00       \$31,460.00       8         12       Potable Service - Single       12.00       EA       \$7.40.00       \$33,00,00       7.00       5.208.00       4.00       \$22,990.00       11.00       \$31,460.00       9         13       Tomporary Blow-Oft - 2"       1.00       LS       \$1.795.00       \$1.795.00       C       C       C       C       C       C       C         14       Pigging       1.940.00       LF       \$2.00       \$3.880.00       C <thc< th="">       C       C       C       <t< td=""><td>10</td><td>Fire Hydrant Assembly</td><td></td><td></td><td></td><td></td><td>1</td><td></td><td></td><td></td><td></td><td></td><td>90.00%</td></t<></thc<>	10	Fire Hydrant Assembly					1						90.00%
12       Potable Service - Single       12.00       EA       \$74.00       \$8,8,82.00       7.00       5,208.00       4.00       \$2,976.00       11.00       \$8,184.00       9         13       Temporary Blow-Off - 2"       1.00       LS       \$1,795.00	11	Potable Service - Double				\$35,090.00	7.00		19.00	\$22,990.00	26.00		89.66%
13       Temporary Blow-Off - 2"       1,00       LS       \$1,795.00       \$1,795.00       \$1,795.00       \$1,940.00       LF       \$2.00       \$3,880.0       \$1,840.00       \$1,940.00       LF       \$2.00       \$3,880.0       \$1,840.00       \$1,940.00       LF       \$1.00       \$1,940.00       LF       \$1.00	12	Potable Service - Single					1						91.67%
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	13	Temporary Blow-Off - 2"		LS									
15Chornation & Pressure Testing1,9400LF $\$$ <t< td=""><td></td><td>Pigging</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>		Pigging											
Image: Normal state in the s	15	Chlorination & Pressure Testing		LF									
4241,H,LD,VKTVP,2B,02051,00       Image: Mark of the set o		WATERMAIN SUBTOTAL				\$121,632.00		\$76,987.50		\$25,966.00		\$102,953.50	84.64%
1         Connect to Existing 6' Irrigation Main         2.00         EA         \$1,155.00         \$2,310.00         1.00         1,155.00         1.00         \$1,155.00         \$5           2         PVC - 6"         2,050.00         LF         \$17.00         \$34,850.00         950.00         16,150.00         1,080.00         \$18,860.00         2,030.00         \$34,510.00         99           3         Gate Valve Assembly - 6"         6.00         EA         \$1,045.00         \$6,270.00         3.60         3,762.00         1.80         \$1,881.00         5.40         \$5,643.00         99           4         MJ Tee - 6*x6"         1.00         EA         \$406.00         \$406.00         1.00         406.00         1.00         \$1,09.00         \$3,588.00         6.00         \$1,794.00         12.00         \$3,588.00         6.00         \$1,794.00         12.00         \$3,588.00         6.00         \$1,794.00         6.00         \$1,00         \$3,588.00         6.00         \$1,794.00         12.00         \$3,588.00         6.00         \$1,794.00         \$1.00         \$3,588.00         6.00         \$1,794.00         \$1.00         \$3,588.00         6.00         \$1,794.00         \$3,00         \$3,588.00         \$3,588.00         \$3,00         \$3,5		4241,H,LD,VKTVP,2B,02051,00											
1         Connect to Existing 6' Irrigation Main         2.00         EA         \$1,155.00         \$2,310.00         1.00         1,155.00         1.00         \$1,155.00         \$1,155.00         \$1,080.00         \$1,836.00         \$2,030.00         \$1,155.00         \$1,080.00         \$1,836.00         \$2,030.00         \$3,44,510.00         \$1,080.00         \$1,836.00         \$2,030.00         \$3,44,510.00         \$1,080.00         \$1,836.00         \$2,030.00         \$3,44,510.00         \$1,080.00         \$1,836.00         \$2,030.00         \$3,44,510.00         \$1,080.00         \$1,881.00         \$2,030.00         \$3,44,510.00         \$1,080.00         \$1,881.00         \$2,030.00         \$3,45,610.00         \$1,080.00         \$1,881.00         \$2,030.00         \$3,44,50.00         \$1,080.00         \$1,881.00         \$2,030.00         \$3,45,610.00         \$1,080.00         \$1,881.00         \$2,030.00         \$3,680.00         \$3,762.00         \$1,881.00         \$2,030.00         \$3,680.00         \$1,00.00         \$1,00.00         \$3,680.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$1,00.00         \$3,368.00         \$1,00.00													
2         PVC - 6"         2,050.0         LF         \$17.00         \$34,850.0         950.0         16,150.0         1,080.00         \$18,360.0         2,030.00         \$34,510.0         9           3         Gate Valve Assembly - 6"         6.00         EA         \$1,045.00         \$6,270.00         3.60         3,762.00         1.80         \$1,881.00         5.40         \$5,643.00         9           4         MJ Tee - 6"x6"         1.00         EA         \$406.00         \$406.00         1.00         406.00         1.00         \$406.00         1.00         \$406.00         \$406.00         1.00         \$406.00         \$406.00         1.00         \$406.00         \$406.00         1.00         \$406.00         \$406.00         1.00         \$406.00         \$4	IRRIGATI	ON											
2       PVC - 6"       2,050.00       LF       \$17.00       \$34,850.00       950.00       1,6150.00       1,080.00       \$18,360.00       2,030.00       \$34,510.00       99         3       Gate Valve Assembly - 6"       6.00       EA       \$1,045.00       \$6,270.00       3.60       3,762.00       1.80       \$1,881.00       5.40       \$5,643.00       99         4       MJ Tee - 6"x6"       1.00       EA       \$406.00       \$406.00       1.00       406.00       \$1,09       6.00       \$1,794.00       1.00       \$406.00       1.00       6.00       \$1,794.00       12.00       \$3,588.00       6.00       1,794.00       6.00       \$1,794.00       12.00       \$3,588.00       6.00       1,794.00       6.00       \$1,794.00       \$3,588.00       6.00       1,00       \$406.00       \$1,00       \$406.00       \$1,00       \$406.00       \$1,00       \$406.00       \$1,00       \$406.00       \$1,00       \$406.00       \$1,00       \$406.00       \$1,00       \$406.00       \$1,00       \$406.00       \$1,00       \$406.00       \$1,00       \$406.00       \$1,00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00 <td>1</td> <td>Connect to Existing 6" Irrigation Main</td> <td>2.00</td> <td>EA</td> <td>\$1,155.00</td> <td>\$2,310.00</td> <td>1.00</td> <td>1,155.00</td> <td></td> <td></td> <td>1.00</td> <td>\$1,155.00</td> <td>50.00%</td>	1	Connect to Existing 6" Irrigation Main	2.00	EA	\$1,155.00	\$2,310.00	1.00	1,155.00			1.00	\$1,155.00	50.00%
3       Gate Valve Assembly - 6"       6.00       EA       \$1,045.00       \$6,270.00       3.60       3,762.00       1.80       \$1,881.00       5.40       \$5,643.00       9         4       MJ Tee - 6"x6"       1.00       EA       \$406.00       \$406.00       1.00       406.00       1.00       406.00       1.00       \$406.00       1.00       406.00       1.00       \$406.00       1.00       406.00       1.00       \$406.00       1.00       \$406.00       1.00       406.00       1.00       \$406.00       1.00       \$406.00       1.00       \$406.00       1.00       \$406.00       1.00       \$406.00       1.00       \$406.00       1.00       \$406.00       1.00       \$406.00       1.00       \$406.00       1.00       \$406.00       1.00       \$406.00       1.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$406.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400.00       \$400	2	PVC - 6"		LF			950.00		1,080.00	\$18,360.00	2,030.00		99.02%
4MJ Tee 6 "x6"MJ Tee 6 "x6"MJ Tee 6 "x6"MJ Tee 6 "x6"M M M M M M M M M M M M M M M M M M M	3	Gate Valve Assembly - 6"		EA	\$1,045.00	\$6,270.00	3.60		1.80	\$1,881.00	5.40	\$5,643.00	90.00%
5       MJ 45 Deg Bend - 6"       12.00       EA       \$299.00       \$3,588.00       6.00       1,794.00       6.00       \$1,794.00       \$12.00       \$3,588.00       100         6       Temporary Blow-Off - 2"       1.00       EA       \$1,425.00       \$1,425.00	4	MJ Tee - 6"x6"								-			100.00%
6       Temporary Blow-Off - 2"       1.00       EA $\$1,425.0$ <	5	MJ 45 Deg Bend - 6"							6.00	\$1,794.00			100.00%
7       Irrigation Service - Double       33.00       EA       \$1,160.00       \$38,280.00       8.00       9,280.00       \$22.00       \$25,520.00       30.00       \$34,800.00       9         8       Irrigation Service - Single       5.00       EA       \$701.00       \$33,505.00       1.00       701.00       3.00       \$2,103.00       4.00       \$2,804.00       8         9       Pressure Testing       2,050.00       LF       \$1.20       \$2,460.00            8       \$2,000       \$2,000       \$2,000        \$2,000       \$2,	6	Temporary Blow-Off - 2"			\$1,425.00								
8       Irrigation Service - Single       5.00       EA       \$701.00       \$3,505.00       1.00       701.00       3.00       \$2,103.00       4.00       \$2,804.00       8         9       Pressure Testing       2,050.00       LF       \$1.20       \$2,460.00       C <thc< td=""><td>7</td><td>Irrigation Service - Double</td><td>33.00</td><td></td><td></td><td></td><td>8.00</td><td>9,280.00</td><td>22.00</td><td>\$25,520.00</td><td>30.00</td><td>\$34,800.00</td><td>90.91%</td></thc<>	7	Irrigation Service - Double	33.00				8.00	9,280.00	22.00	\$25,520.00	30.00	\$34,800.00	90.91%
9       Pressure Testing       2,050.0       LF       \$1.0       \$2,460.0       Image: Constraint of the state of t	8	Irrigation Service - Single					1.00		3.00		4.00	\$2,804.00	80.00%
IRRIGATION SUBTOTAL         \$33,094.00         \$33,248.00         \$49,658.00         \$82,906.00 <t< td=""><td>9</td><td>Pressure Testing</td><td></td><td></td><td>\$1.20</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td></t<>	9	Pressure Testing			\$1.20								-
4241,H,LD,VKTVP,2B,02051,00							İ İ	\$33,248.00		\$49,658.00		\$82,906.00	89.06%
		4241,H,LD,VKTVP,2B,02051,00				·		·		•			
		Page 4											

## E.T.MACKENZIE COMPANY OF FLORIDA, INC. 6212 33RD STREET EAST BRADENTON, FL 34203

# TREVESTA PHASE 2B NORTH

1

PO Number: Invoice No.

November 30, 2018

ITEM		CONTRACT		UNIT	CONTRACT	COMPLETE	E LAST PERIOD	COMPLETE	E THIS PERIOD	COMPLE	TE TO DATE	PERCENT
NO.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	COMPLETE
SEWER												
1	Connect to Existing Manhole	2.00	EA	\$10,480.00	\$20,960.00	2.00	20,960.00			2.00	\$20,960.00	100.00%
2	8" PVC (6'-8' Cut)	265.00	LF	\$34.00	\$9,010.00	265.00	9,010.00			265.00	\$9,010.00	100.00%
3	8" PVC (8'-10' Cut)	396.00	LF	\$35.00	\$13,860.00	396.00	13,860.00			396.00	\$13,860.00	100.00%
4	8" PVC (10'-12' Cut)	992.00	LF	\$54.00	\$53,568.00	992.00	53,568.00			992.00	\$53,568.00	100.00%
5	8" PVC (12'-14' Cut)	155.00	LF	\$59.00	\$9,145.00	155.00	9,145.00			155.00	\$9,145.00	100.00%
6	Sanitary Manhole (6'-8')	2.00	EA	\$3,725.00	\$7,450.00	1.80	6,705.00			1.80	\$6,705.00	90.00%
7	Sanitary Manhole (8'-10')	1.00	EA	\$4,695.00	\$4,695.00	0.90	4,225.50			0.90	\$4,225.50	90.00%
8	Sanitary Manhole (10'-12')	3.00	EA	\$5,005.00	\$15,015.00	2.70	13,513.50			2.70	\$13,513.50	90.00%
9	Sanitary Manhole (12'-14')	1.00	EA	\$5,570.00	\$5,570.00	0.90	5,013.00			0.90	\$5,013.00	90.00%
10	Sewer Services - 6" Double	32.00	EA	\$1,695.00	\$54,240.00	4.00	6,780.00	24.00	\$40,680.00	28.00	\$47,460.00	87.50%
11	Sewer Services - 6" Double (Partial) (Stub Out)	3.00	EA	\$1,455.00	\$4,365.00			2.00	\$2,910.00	2.00	\$2,910.00	66.67%
12	Sewer Services - 6" Double (Finish Partial Service)	1.00	EA	\$880.00	\$880.00			1.00	\$880.00	1.00	\$880.00	100.00%
13	Sewer Services - 6" Single	1.00	EA	\$1,050.00	\$1,050.00			1.00	\$1,050.00	1.00	\$1,050.00	100.00%
14	Sewer Services - 6" Single (Cut in on Existing Main)	1.00	EA	\$3,080.00	\$3,080.00	1.00	3,080.00			1.00	\$3,080.00	100.00%
15	Sewer Services - 6" Single (Finish Partial Service)	1.00	EA	\$615.00	\$615.00			1.00	\$615.00	1.00	\$615.00	100.00%
16	Sanitary Sewer Testing	1,808.00	LF	\$3.50	\$6,328.00							
	SEWER SUBTOTAL				\$209,831.00		\$145,860.00		\$46,135.00		\$191,995.00	91.50%
	4241,H,LD,VKTVP,2B,02051,00											
	OVERALL SUBTOTAL PHASE 2B NORTH				\$993,577.00		\$532,499.50		\$226,354.00		\$758,853.50	76.38%
			BASE BI	D SUB-TOTAL:	\$993,577.00		\$532,499.50		\$226,354.00		\$758,853.50	76.38%
	CHANGE ORDER #1											
	PHASE 2B North											
EARTHW												
CO #1	Excavation	(5,430.00)	CY	\$5.50	(29,865.00)	(5,430.00)	(29,865.00)			(5,430.00)	(\$29,865.00)	100.00%
CO #1	Import Fill	8,960.00	CYT	\$13.00	\$116,480.00	8,960.00	116,480.00			8,960.00	\$116,480.00	100.00%
	EARTHWORK SUBTOTAL				\$86,615.00		\$86,615.00				\$86,615.00	100.00%
	4241, H, LD, VKTVP, 2B, 02051,00											
WATERN	IAIN											
CO #1	Potable Service Double	(1.00)	EA	\$1,210.00	(1,210.00)	(1.00)	(1,210.00)			(1.00)	(\$1,210.00)	100.00%
CO #1	Potable Service Single	(1.00)	EA	\$744.00	(1,488.00)	(2.00)	(1,488.00)			(2.00)	(\$1,488.00)	100.00%
00 // 1	WATERMAIN SUBTOTAL	(2.00)		<i></i>	(\$2,698.00)	(2.00)	(\$2,698.00)			(2.00)	(\$2,698.00)	100.00%
	4241, H, LD, VKTVP, 2B, 02051,00				(+=,-=,2.00)		(+=,,,)				(+=,-= 5.00)	
	Page 5											

## E.T.MACKENZIE COMPANY OF FLORIDA, INC. 6212 33RD STREET EAST BRADENTON, FL 34203

# TREVESTA PHASE 2B NORTH

1

PO Number: Invoice No.

November 30, 2018

ITEM		CONTRACT		UNIT	CONTRACT	COMPLET	E LAST PERIOD	COMPLETE	THIS PERIOD	COMPLE	TE TO DATE	PERCENT
NO.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	COMPLETE
IRRIGAT	ON											
CO #1	Irrigation Service Double	(3.00)	EA	\$1,160.00	(3,480.00)	(3.00)	(3,480.00)			(3.00)	(\$3,480.00)	100.00%
	IRRIGATION SUBTOTAL				(\$3,480.00)		(\$3,480.00)				(\$3,480.00)	100.00%
	4241, H, LD, VKTVP, 2B, 02051,00											
SEWER												
CO #1	Sewer Services 6" Double	(4.00)	EA	\$1,695.00	(6,780.00)	(4.00)	(6,780.00)			(4.00)	(\$6,780.00)	100.00%
CO #1	Sewer Services 6" Single	3.00	EA	\$1,050.00	\$3,150.00			3.00	\$3,150.00	3.00	\$3,150.00	100.00%
CO #1	Sewer Services 6" Single (Cut in on Existing Main)	(1.00)	EA	\$3,080.00	(3,080.00)	(1.00)	(3,080.00)			(1.00)	(\$3,080.00)	100.00%
CO #1	Sewer Services 6" Single (Finish Partial Service)	2.00	EA	\$615.00	1,230.00			2.00	\$1,230.00	2.00	\$1,230.00	100.00%
	SEWER SUBTOTAL				(\$5,480.00)		(\$9,860.00)		\$4,380.00		(\$5,480.00)	100.00%
	4241, H, LD, VKTVP, 2B, 02051,00											1
	CHANGE ORDER #1 SUBTOTAL:				\$74,957.00		\$70,577.00		\$4,380.00		\$74,957.00	100.00%
	CHANGE ORDER #2											
	PHASE 2B North											
SEWER												
CO #2	Sanitary Manhole (12'-14')	1.00	EA	\$5,570.00	5,570.00	0.90	5,013.00			0.90	\$5,013.00	90.00%
	SEWER SUBTOTAL				\$5,570.00		\$5,013.00				\$5,013.00	90.00%
	4241, H, LD, VKTVP, 2B, 02051,00											
	CHANGE ORDER #2 SUBTOTAL:				\$5,570.00		\$5,013.00				\$5,013.00	90.00%
	CHANGE ORDER #3											
	PHASE 2B North											
EARTHW	ORK											
CO #3	Import Fill	4,068.00	CYT	\$13.00	52,884.00			4,068.00	\$52,884.00	4,068.00	\$52,884.00	100.00%
CO #3	Excavation, Mixing and Blending of unsuitable fill on lots	1.00	LS	\$26,684.00	26,684.00			1.00	\$26,684.00	1.00	\$26,684.00	100.00%
	EARTHWORK SUBTOTAL				\$79,568.00				\$79,568.00		\$79,568.00	100.00%
	4241, H, LD, VKTVP, 2B, 02051,00											
	CHANGE ORDER #3 SUBTOTAL:				\$79,568.00				\$79,568.00		\$79,568.00	100.00%
	OVERALL CHANGE ORDER SUBTOTAL				\$160,095.00		\$75,590.00		\$83,948.00		\$159,538.00	99.65%
												i
			PRC	JECT TOTALS:	\$1,153,672.00		\$608,089.50		\$310,302.00		\$918,391.50	79.61%

Board of Supervisors Trevesta Community Development District c/o Rizzetta & Company, Inc. 9530 Marketplace Road, Suite 206 Fort Myers, Florida 33912 ATTN: Belinda Blandon, District Manager

RE: Acquisition of Trevesta Phase IIB Utilities & Roadways

Dear Ms. Blandon,

Pursuant to the Second Amended and Restated Acquisition Agreement dated December 19, 2018, by and between the Trevesta Community Development District ("District") and VK Trevesta LLC ("Developer"), among other applicable acquisition agreements related to future bond series ("Acquisition Agreement"), you are hereby notified that the Developer has completed and wishes to sell to the District certain water and wastewater utilities and roadways ("Improvements"), as further identified in Exhibit A attached hereto. As set forth in more detail in a Developer Bill of Sale & Assignment (Phase IIB Utilities & Roadways) dated on or about the same date as this letter, Developer wishes to convey the Improvements, which are part of the Assessment Area 1 Project (as described in the Acquisition Agreement), to the District in exchange for the payment of \$799,012.50, representing the actual cost of creating and/or constructing the Improvements. Please have the funds wired to:

> WELLS FARGO BANK N.A. 420 Montgomery Street San Francisco, CA 94104 ABA #121000248 FOR CREDIT TO: VK TREVESTA LLC ACCOUNT # 4122906555

Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Also, Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs. Further, the Developer agrees to help coordinate the turnover of the utilities and roadways to Manatee County, Florida.

cc: Jere L. Earlywine, District Counsel Matthew Morris, P.E., District Engineer

Sincerely Ulwy Developer

, 2019

### **EXHIBIT A: Description of Improvements**

All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Olano Street, Tremenza Place and Gavella Cove (Tract A) and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Olano Street and Tremenza Place, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

All irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Olano Street, Tremenza Place and Tract F, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**<sup>1</sup>.

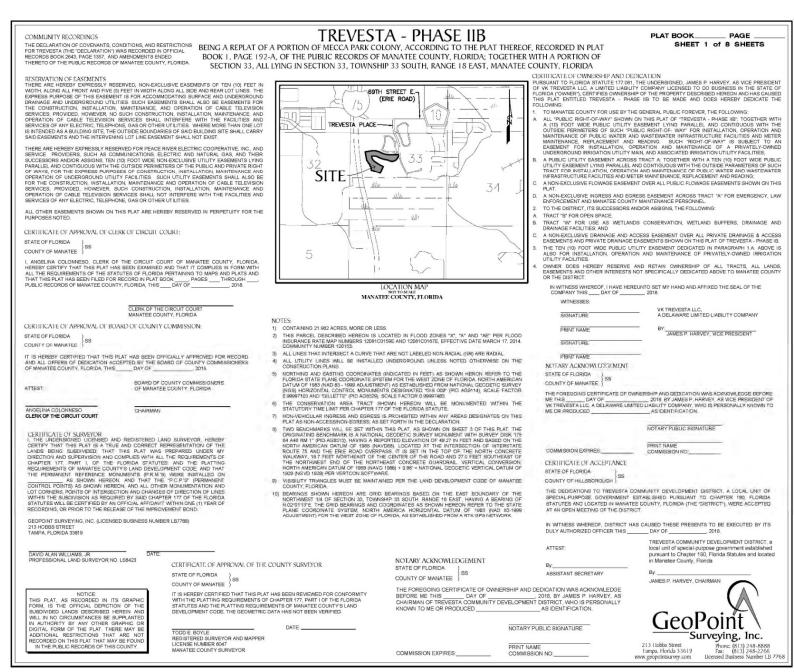
	<u>Total Cost<sup>2</sup></u>	Paid To Date	Balance to Finish
Potable Water System	ta una sua <mark>bana de munica a sub</mark> eran	an balan tana ka di di sa sa sa ka ka ka sa sa sa	in to an anti-anti-anti-anti-anti-anti-anti-anti-
Contract	\$121,632.00	\$(102,953.50)	\$18,678.50
CO #1	\$(2,698.00)	\$2,698.00	
Sanitary Sewer System			
Contract	\$209,831.00	\$(191,955.00)	\$17,876.00
CO #1	\$(5,480.00)	\$5,480.00	
CO #2	\$5,570.00	\$(5,013.00)	\$557.00
Landscape (Irrigation)			
Contract	\$93,094.00	\$(82,906.00)	\$10,188.00
CO #1	\$(3,480.00)	\$3,480.00	
<u>Roadway Improvements (Pavement)</u>			
Contract	\$200,932.00	\$(71,724.00)	\$129,208.00
<u>Roadway Improvements (Earthwork<sup>3</sup>)</u>			
Contract	\$65,980.75	\$(52,188.75)	\$13,792.00
CO #1	\$21,653.75	\$(21,653.75)	
CO #3	\$19,892.00	\$(19,892.00)	
Drainage Improvements			
Contract	\$72,085.00	\$(72,085.00)	\$ -
TOTALS:	\$799,012.50	\$(608,713.00)	\$190,299.50

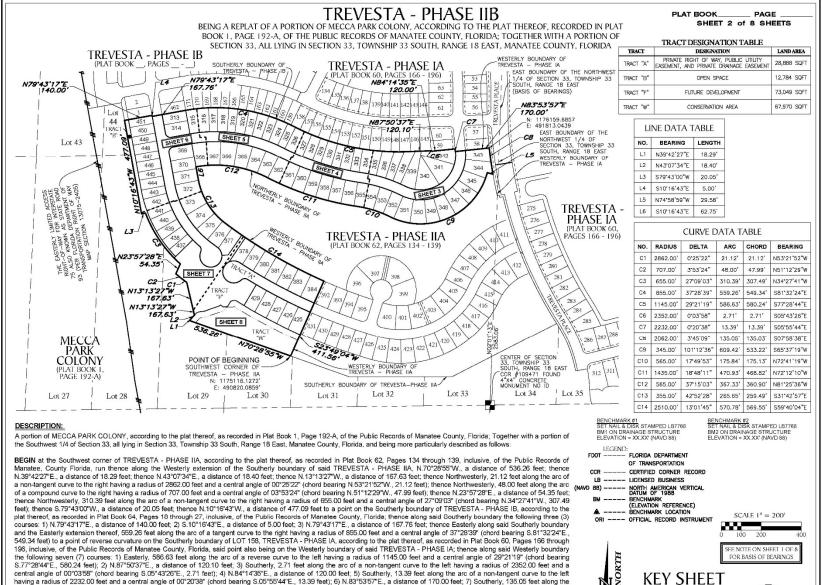
<sup>&</sup>lt;sup>1</sup> The District is <u>only</u> acquiring the irrigation systems located within Olano Street, Tremenza Place and Tract F, which will serve District-owned landscape areas. The remaining irrigation systems located within Trevesta – Phase IIB will be owned, operated and maintained by Trevesta Irrigation LLC.

 $<sup>^{2}</sup>$  Retainage of 10% is included in the total contract amount.

 $<sup>^{3}</sup>$  Earthwork includes the placement of fill for the District-funded roads, which would be approximately 25% of the earthwork contract amount.

#### <u>EXHIBIT B</u>





FOR BASIS OF BEARINGS

Surveying, Inc.

Phone: (813) 248-8888 Fax: (813) 248-2266

Licensed Business Number LB 7768

KEY SHEET

AND DIMENSIONING

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING

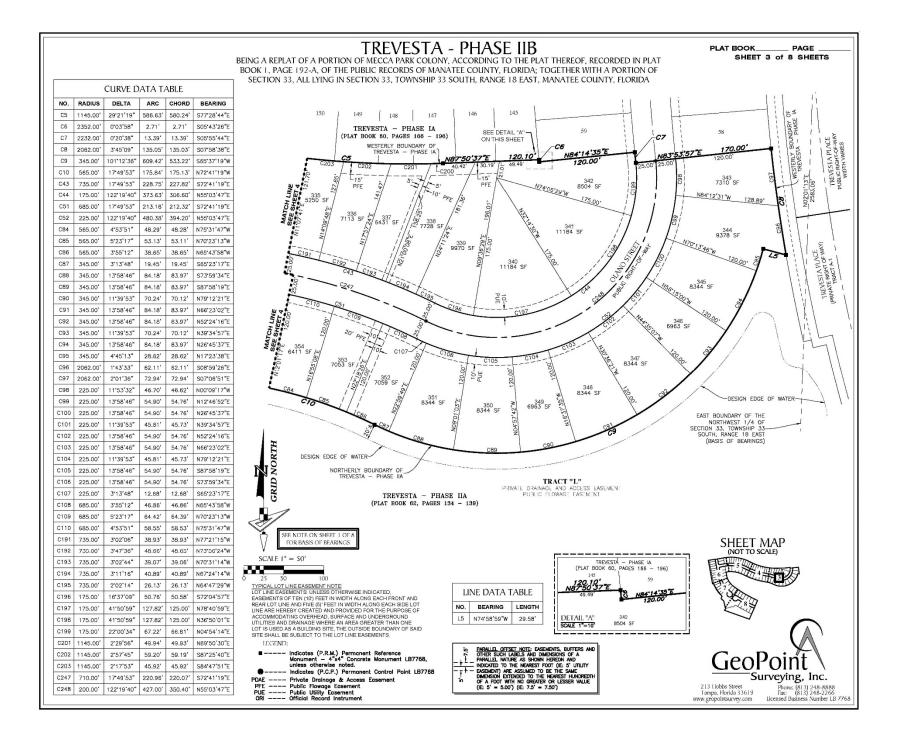
213 Hobbs Stree

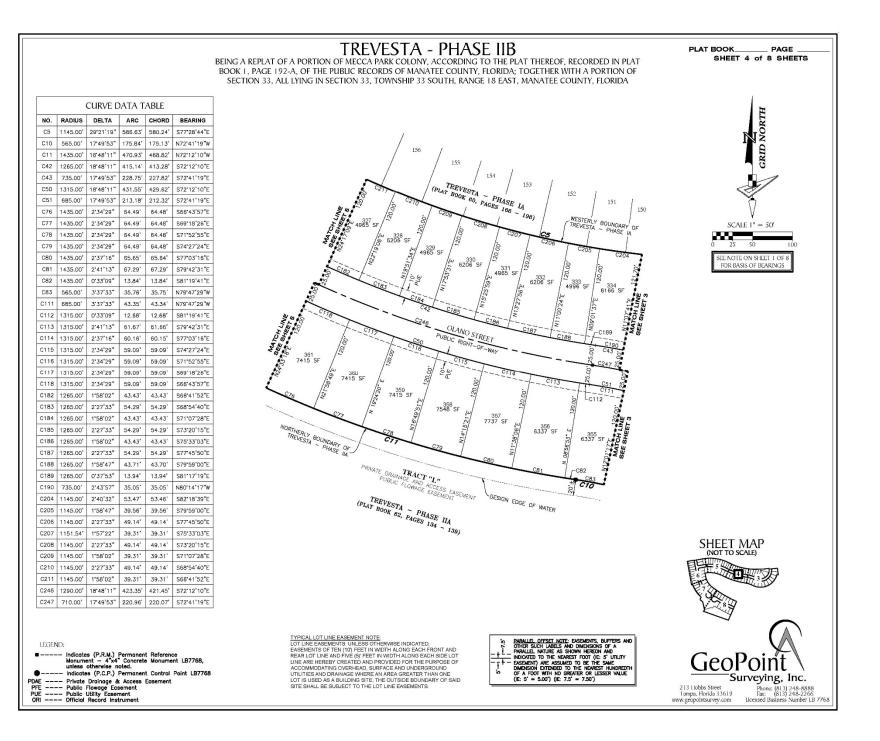
www.geopointsurvey.com

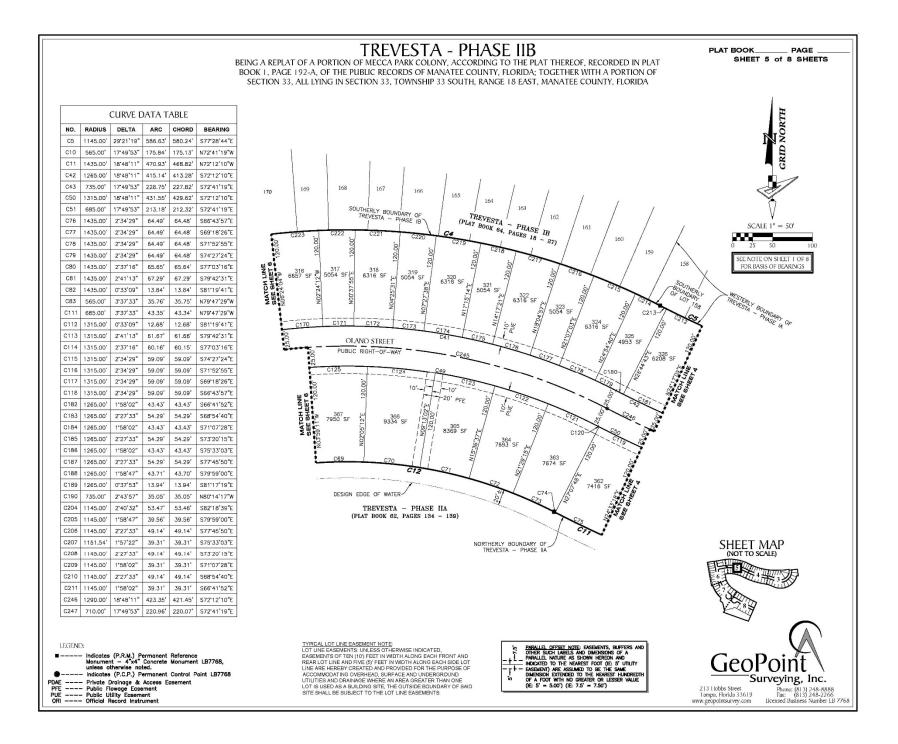
Tampa, Florida 33619

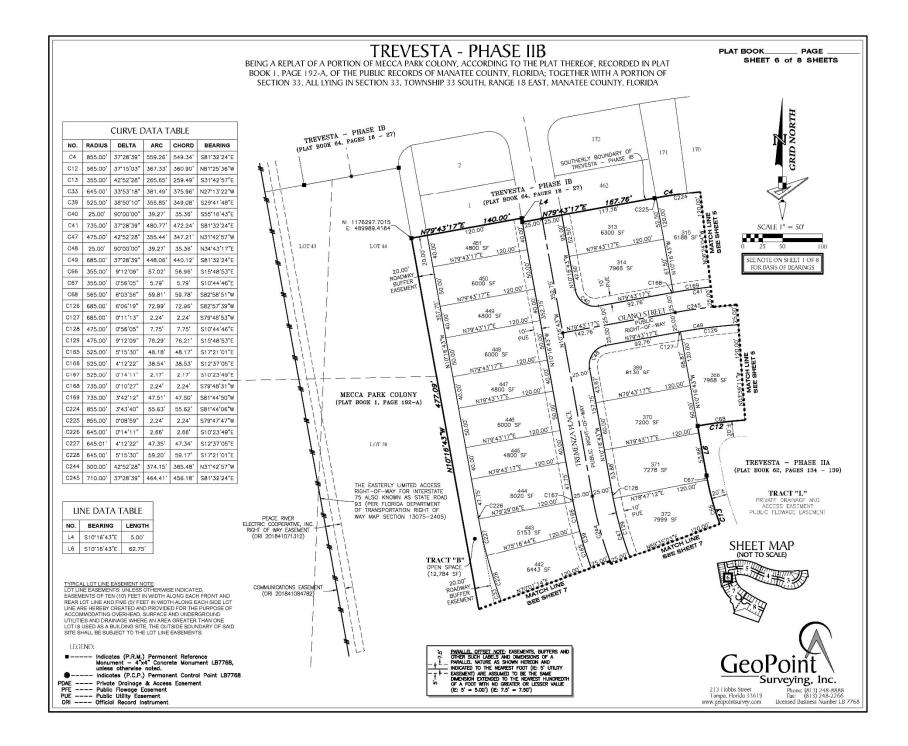
GRID

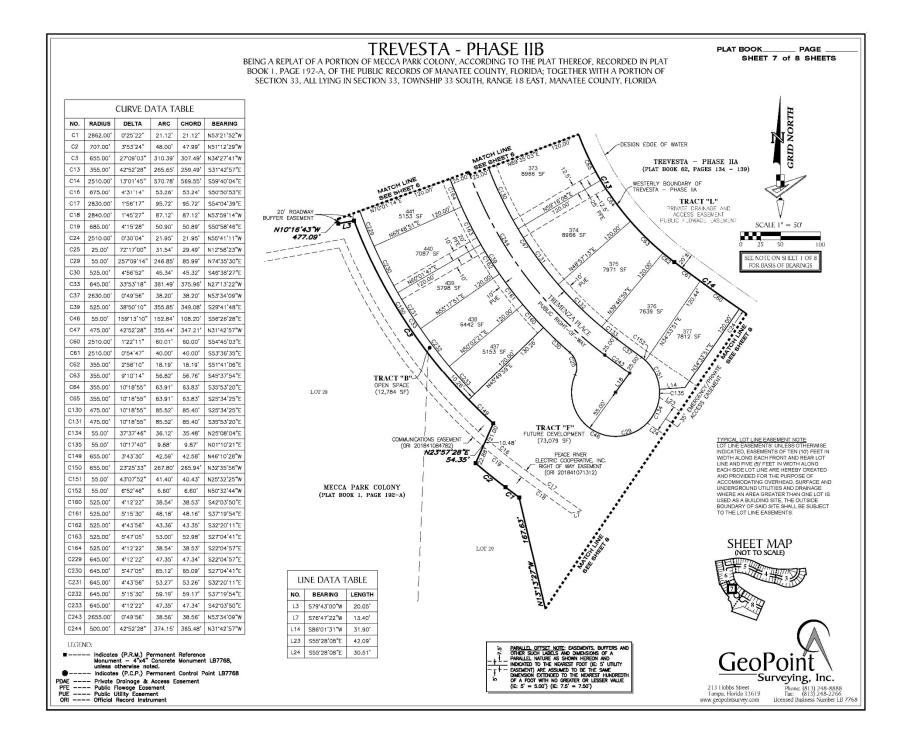
196, inclusive, of the Public Records of Manatee County, Florida, said point also being on the Westerly boundary of said TREVESTA - PHASE IA; thence along said Westerly boundary the following seven (7) courses: 1) Easterly, 586.63 feet along the arc of a reverse curve to the left having a radius of 1145.00 feet and a central angle of 29°21'19" (chord bearing S.77°28'44"E., 580.24 feet); 2) N.87°50'37"E., a distance of 120.10 feet; 3) Southerly, 2.71 feet along the arc of a non-tangent curve to the left having a radius of 2352.00 feet and a central angle of 00°03'56" (chord bearing S.05°43'26"E., 2.71 feet); 4) N.84°14'35"E., a distance of 120.00 feet; 5) Southerly, 13.39 feet along the arc of a non-tangent curve to the left having a radius of 2232.00 feet and a central angle of 00°20'38" (chord bearing S.05°55'44"E., 13.39 feet); 6) N.83°53'57"E., a distance of 170.00 feet; 7) Southerly, 135.05 feet along the arc of a non-tangent curve to the left having a radius of 2062.00 feet and a central angle of 03°45'09" (chord bearing S.07°58'38"E., 135.03 feet) to a point on the Northerly boundary of said TREVESTA - PHASE IIA; thence along the Northerly and Westerly boundary, respectively, of said TREVESTA - PHASE IIA the following nine (9) courses: 1) N.74°58'59"W., a distance of 29.58 feet, 2) Southwesterly, 609.42 feet along the arc of a non-tangent curve to the right having a radius of 345.00 feet and a central angle of 101°12'36" (chord bearing S.65°37'19"W., 533.22 feet); 3) Westerly, 175.84 feet along the arc of a reverse curve to the left having a radius of 565.00 feet and a central angle of 17°49'53" (chord bearing N.72°41'19"W., 175.13 feet); 4) Westerly, 470.93 feet along the arc of a reverse curve to the right having a radius of 1435.00 feet and a central angle of 18°48'11" (chord bearing N.72°12'10"W., 468.82 feet); 5) Westerly, 367.33 feet along the arc of a reverse curve to the left having a radius of 565.00 feet and a central angle of 37°15'03" (chord bearing N.81°25'36'W, 360.90 feet), 6) S.10°16'43"E., a distance of 62.75 feet; 7) Southeasterly, 265.65 feet along the arc of a tangent curve to the left having a radius of 355.00 feet and a central angle of 42°52'28" (chord bearing S.31°42'57"E., 259.49 feet); 8) Southeasterly, 570.78 feet along the arc of a compound curve to the left having a radius of 2510.00 feet and a central angle of 13°01'45" (chord bearing S.59°40'04"E., 569.55 feet); 9) S.23°49'04"W., a distance of 411.56 feet to the POINT OF BEGINNING.

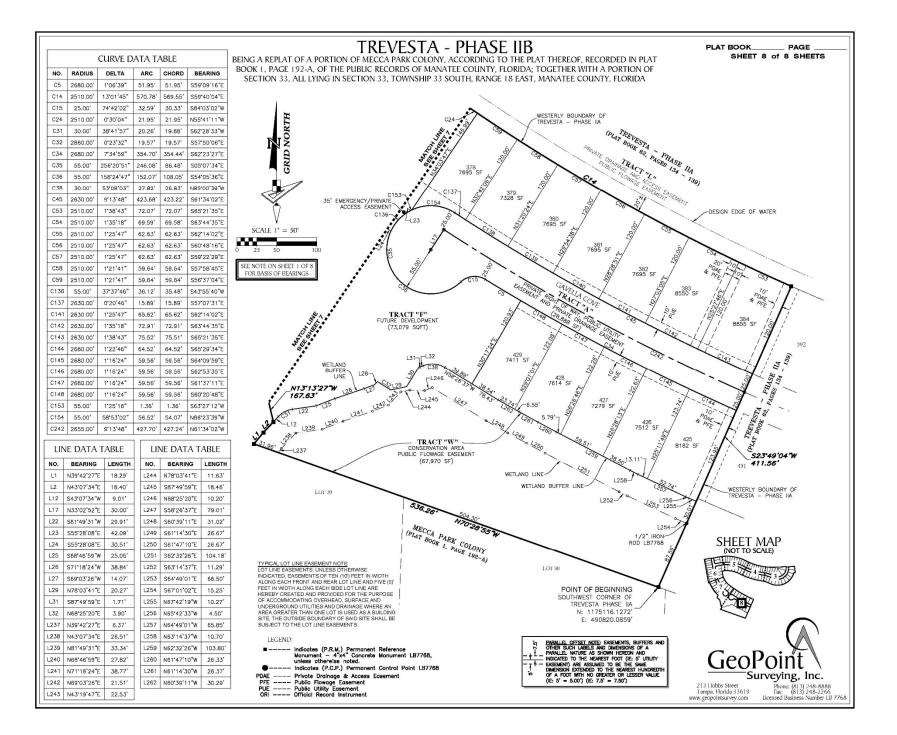












## AFFIDAVIT REGARDING COSTS PAID [PHASE IIB UTILITIES & ROADWAYS]

STATE OF	
COUNTY OF	

I, **James P. Harvey**, of VK Trevesta LLC ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is **James P. Harvey** and I am employed by Developer as **Vice President**. I have authority to make this affidavit on behalf of Developer.

3. Developer is the developer of certain lands within the Trevesta Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").

4. The District Engineer's Report dated May 18, 2015, as restated on March 24, 2016, and the Supplemental Engineer's Report (Revised Assessment Area One Project / 2018 Project) dated August 2, 2018, as revised on November 19, 2018, among other applicable reports related to the future bond series ("Engineer's Report"), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.

5. Pursuant to those certain agreements ("Improvement Agreement") described in **Exhibit A** hereto, Developer has expended funds to develop improvements described in the Engineer's Report. The attached **Exhibit A** accurately identifies the improvements completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors in the amount of **§190,299.50**, and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.

6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements described in **Exhibit A**.

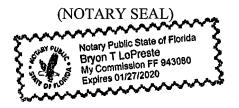
[CONTINUED ON NEXT PAGE]

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

Executed this 22<sup>rd</sup> day of January , 2019. VK TREVESTA LI By: James P. Harvey ts: Vice President

STATE OF Fromps COUNTY OF H. USBOROSG #

The foregoing instrument was sworn and subscribed before me this  $22^{-4}$  day of  $22^{-4}$  day of 2019, by James P. Harvey, Vice President of VK Trevesta LLC, who [.] is personally known to me or [] produced \_\_\_\_\_\_ as identification.



Notary Public Signature

BAYON T. Colassi

(Name typed, printed or stamped) Notary Public, State of *twidg* Commission No. *64943080* My Commission Expires: *0127.20* 

## **EXHIBIT A: Description of Improvements**

All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Olano Street, Tremenza Place and Gavella Cove (Tract A) and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Olano Street and Tremenza Place, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

All irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Olano Street, Tremenza Place and Tract F, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**<sup>1</sup>.

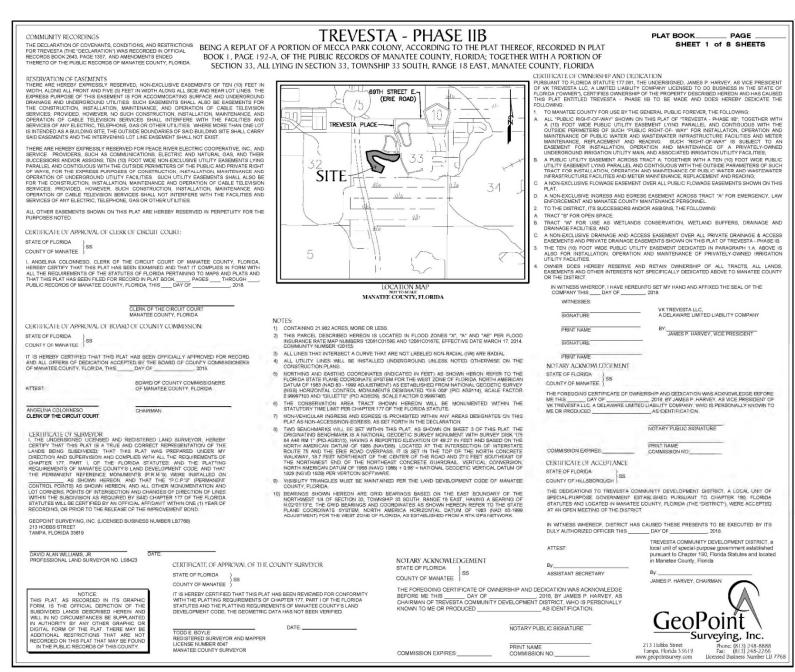
	<u>Total Cost<sup>2</sup></u>	Paid To Date	Balance to Finish
Potable Water System	te nor one <del>bene te un te te des</del> troite	an balan tana kand <u>alar an an an kanan ka</u> nan an	na teoria antica antica di secondo de secondo de secondo de secondo de secondo de secondo de secondo de second
Contract	\$121,632.00	\$(102,953.50)	\$18,678.50
CO #1	\$(2,698.00)	\$2,698.00	
Sanitary Sewer System			
Contract	\$209,831.00	\$(191,955.00)	\$17,876.00
CO #1	\$(5,480.00)	\$5,480.00	
CO #2	\$5,570.00	\$(5,013.00)	\$557.00
Landscape (Irrigation)			
Contract	\$93,094.00	\$(82,906.00)	\$10,188.00
CO #1	\$(3,480.00)	\$3,480.00	
<u>Roadway Improvements (Pavement)</u>			
Contract	\$200,932.00	\$(71,724.00)	\$129,208.00
<b>Roadway Improvements (Earthwork<sup>3</sup>)</b>			
Contract	\$65,980.75	\$(52,188.75)	\$13,792.00
CO #1	\$21,653.75	\$(21,653.75)	
CO #3	\$19,892.00	\$(19,892.00)	
Drainage Improvements			
Contract	\$72,085.00	\$(72,085.00)	\$-
TOTALS:	\$799,012.50	\$(608,713.00)	\$190,299.50

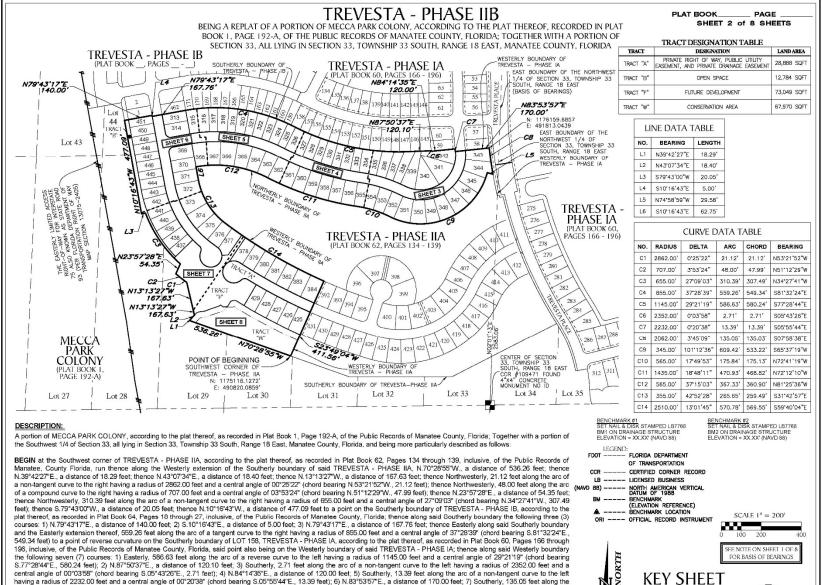
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 $<sup>^2</sup>$  Retainage of 10% is included in the total contract amount.

 $<sup>^{3}</sup>$  Earthwork includes the placement of fill for the District-funded roads, which would be approximately 25% of the earthwork contract amount.

#### <u>EXHIBIT B</u>





FOR BASIS OF BEARINGS

Surveying, Inc.

Phone: (813) 248-8888 Fax: (813) 248-2266

Licensed Business Number LB 7768

KEY SHEET

AND DIMENSIONING

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING

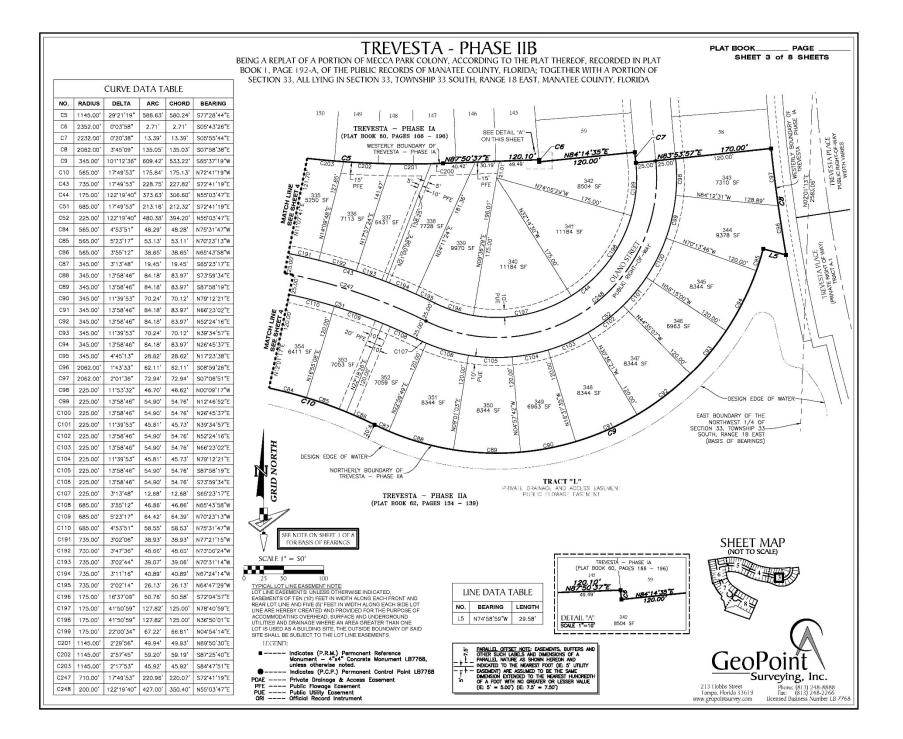
213 Hobbs Stree

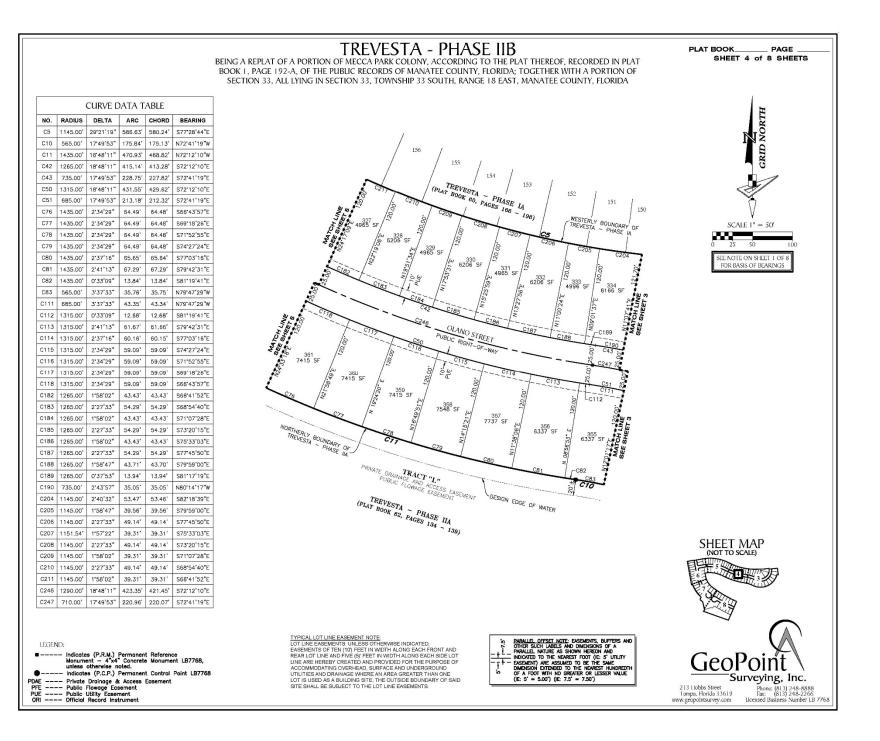
www.geopointsurvey.com

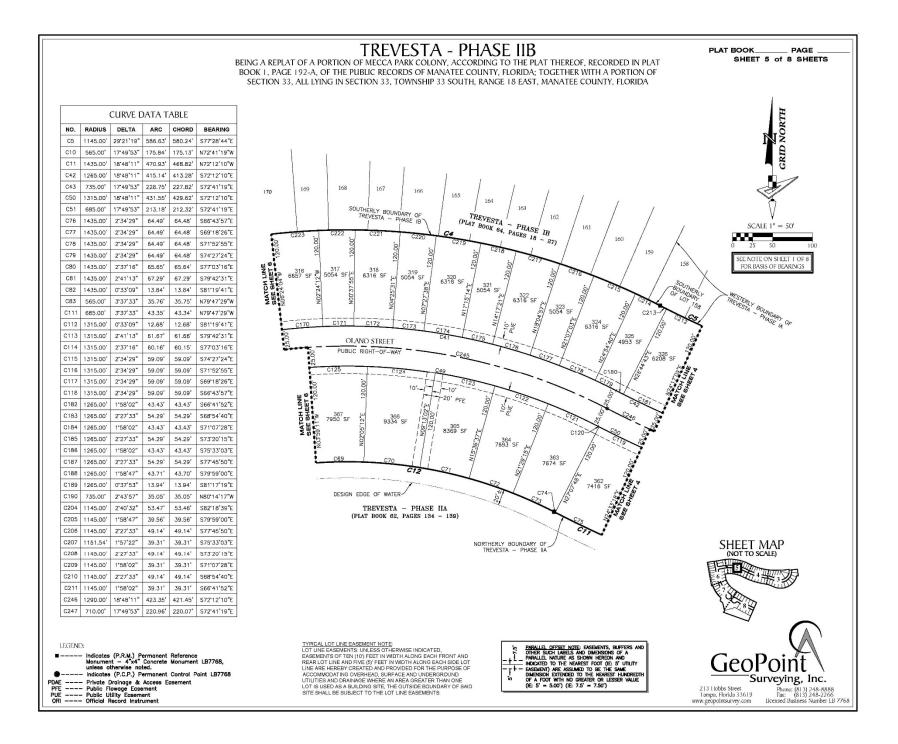
Tampa, Florida 33619

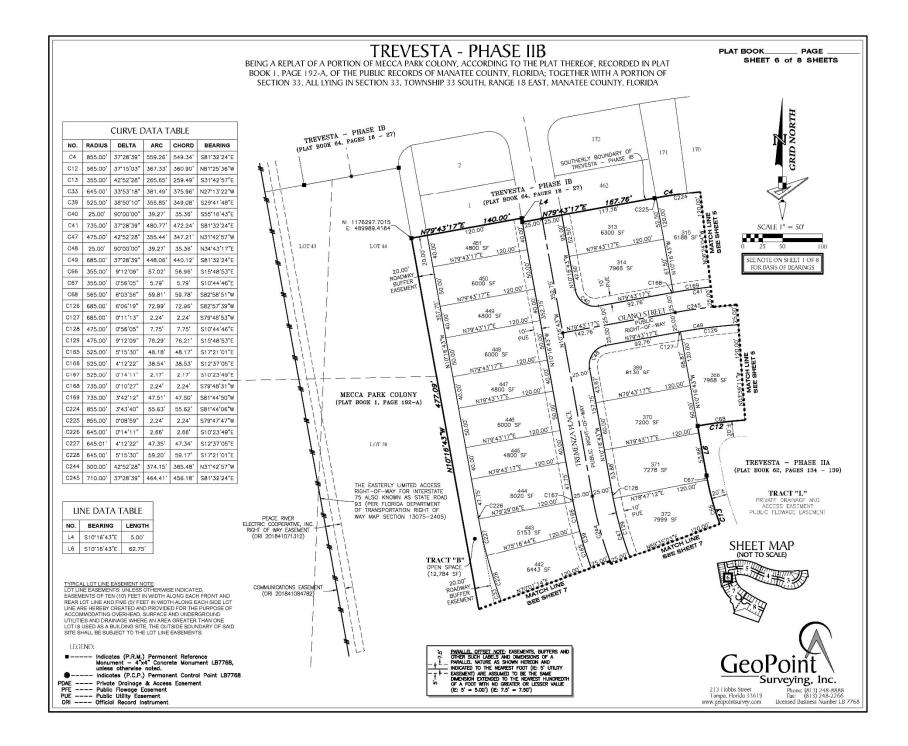
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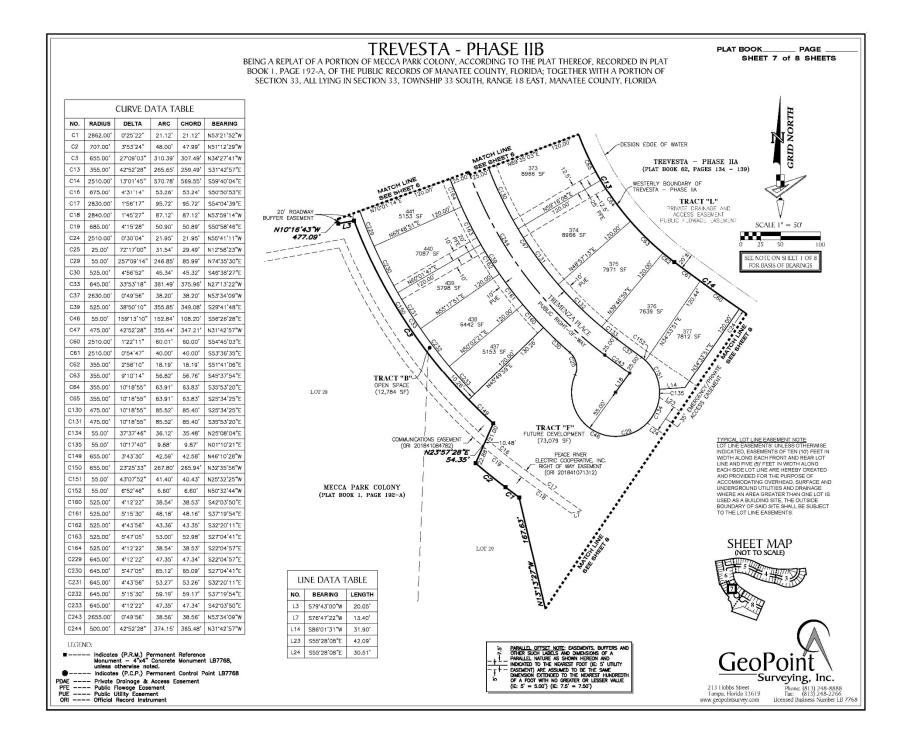
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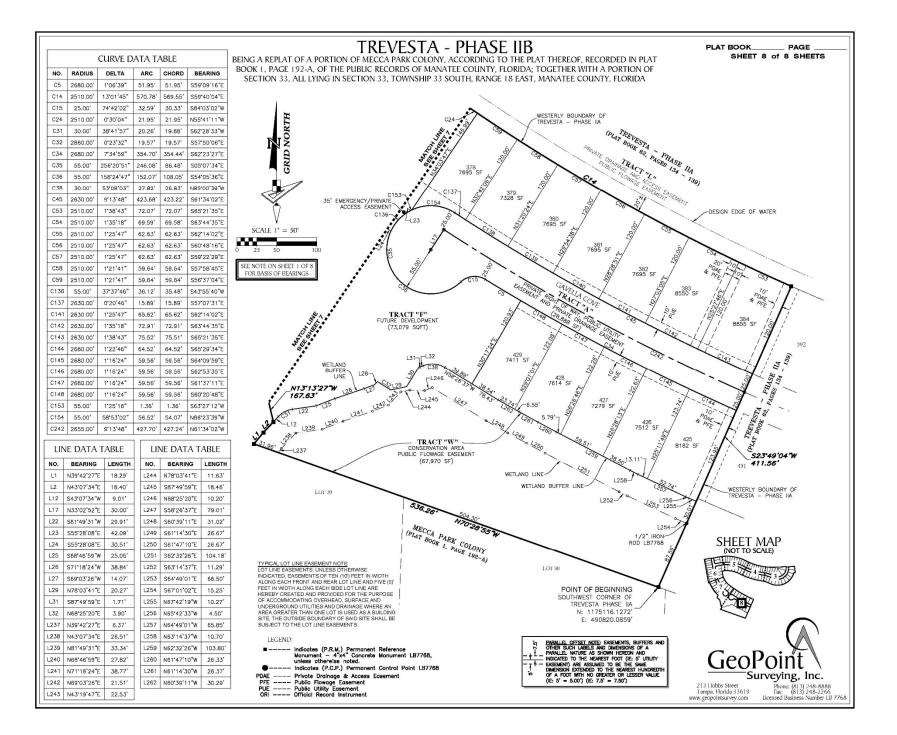












# DISTRICT ENGINEER'S CERTIFICATE [PHASE IIB UTILITIES & ROADWAYS]

, 2019

Board of Supervisors Trevesta Community Development District

Re: Trevesta Community Development District (Manatee County, Florida) Acquisition of Improvements for Phase IIB Utilities & Roadways

Ladies and Gentlemen:

The undersigned, a representative of Morris Engineering and Consulting, L.L.C., ("District Engineer"), as District Engineer for the Trevesta Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition from VK Trevesta LLC ("Developer") of certain improvements ("Improvements"), all as more fully described in Exhibit A attached hereto, and in that certain Developer Bill of Sale & Assignment [Phase IIB Utilities & Roadways] ("Bill of Sale") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
- 2. The Improvements are within the scope of the District's Assessment Area 1 Project as set forth in the District's *Engineer's Report* dated May 18, 2015, as restated on March 24, 2016, and the *Supplemental Engineer's Report (Revised Assessment Area One Project/2018 Project)* dated August 2, 2018, as revised on November 19, 2018, among other applicable reports related to the future bond series ("Engineer's Report"), and specially benefit property within the District.
- 3. In my opinion, the Improvements were installed consistent with Manatee County, Florida, standards, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
- 4. 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.
- 5. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

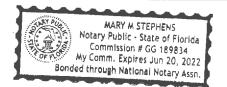
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.

Matthew Morris, P.E. Morris Engineering and Consulting, L.L.C. Florida Registration No. <u>68434</u> District Engineer

# STATE OF FLORIDA COUNTY OF Sacasota

The foregoing instrument was sworn and subscribed before me this 22 day of 2010, by Matthew Morris, P.E., of Morris Engineering and Consulting, L.L.C., who is personally known to me or who has produced as identification, and did [] or did not [] take the oath.



Notary Public, S Print Name: Man W Commission No.: My Commission Expires:

## **EXHIBIT A: Description of Improvements**

All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Olano Street, Tremenza Place and Gavella Cove (Tract A) and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

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All irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Olano Street, Tremenza Place and Tract F, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**<sup>1</sup>.

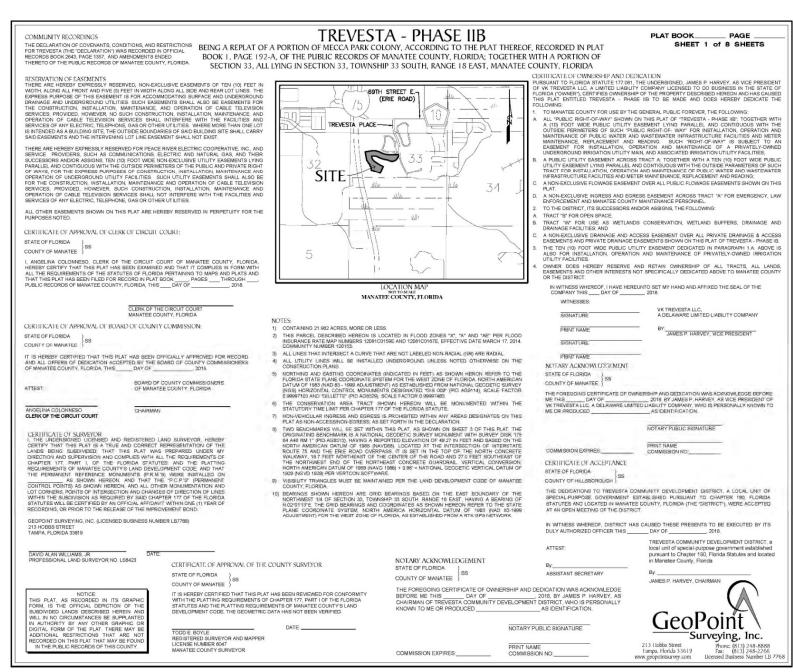
	<u>Total Cost<sup>2</sup></u>	Paid To Date	Balance to Finish
Potable Water System	te inte anne <mark>solation de la mainte de la solation</mark> de la solation de la solatio	an balan tang terdiki tang terdika tang terdika tang tang tan	na territaria de la construcción de la construcción de la construcción de la construcción de la construcción de
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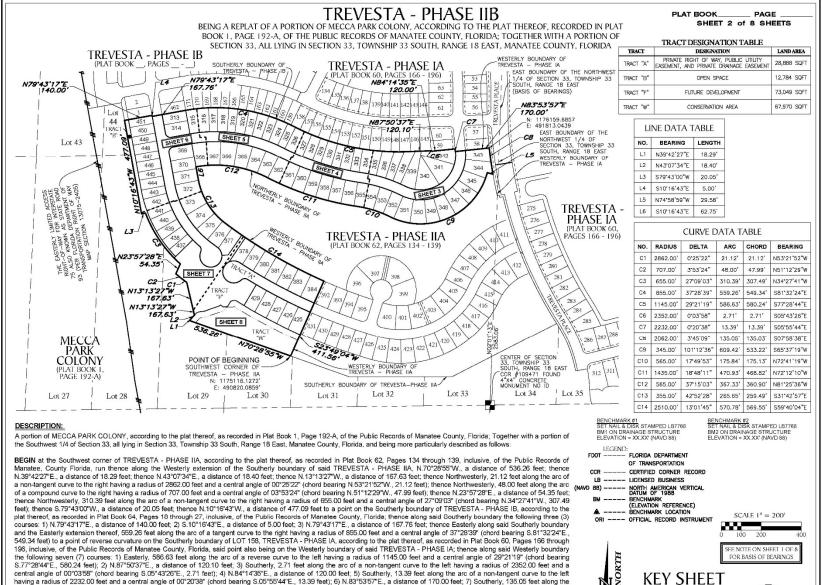
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 $<sup>^2</sup>$  Retainage of 10% is included in the total contract amount.

 $<sup>^{3}</sup>$  Earthwork includes the placement of fill for the District-funded roads, which would be approximately 25% of the earthwork contract amount.

#### <u>EXHIBIT B</u>





FOR BASIS OF BEARINGS

Surveying, Inc.

Phone: (813) 248-8888 Fax: (813) 248-2266

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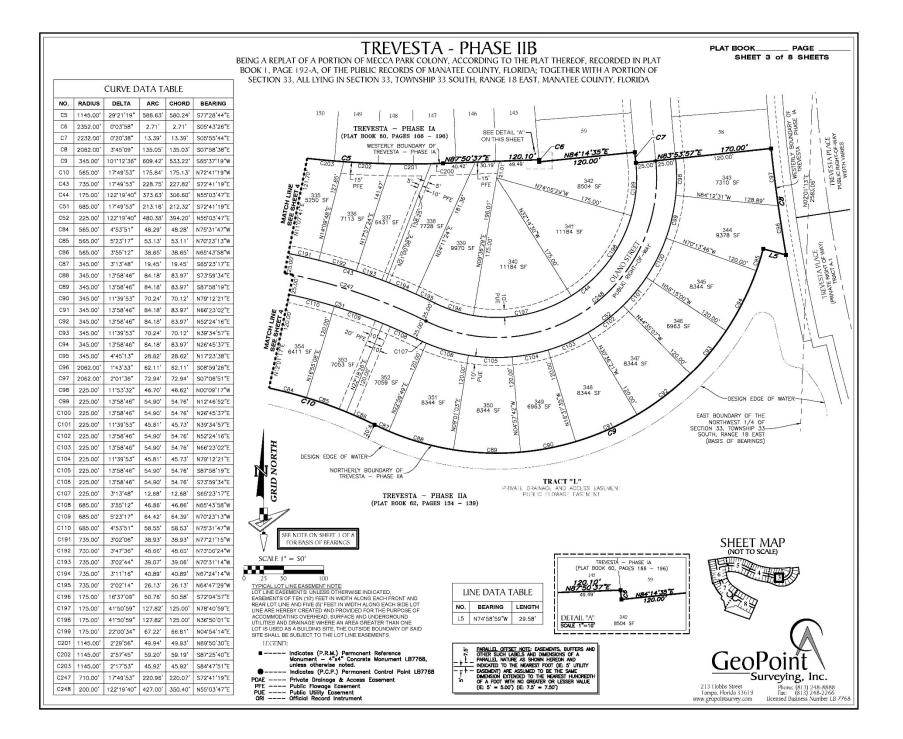
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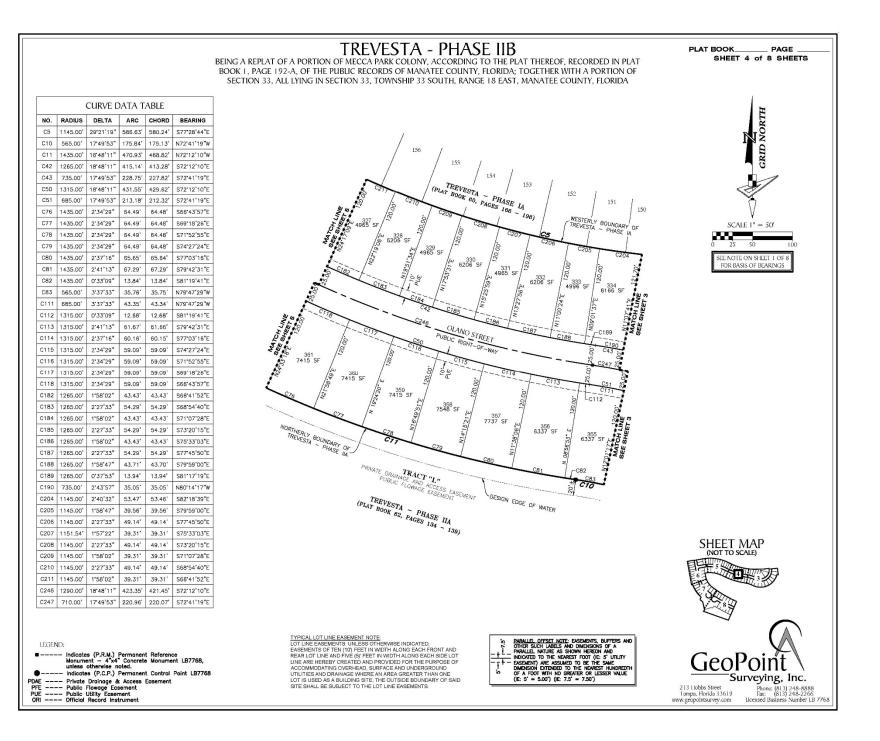
www.geopointsurvey.com

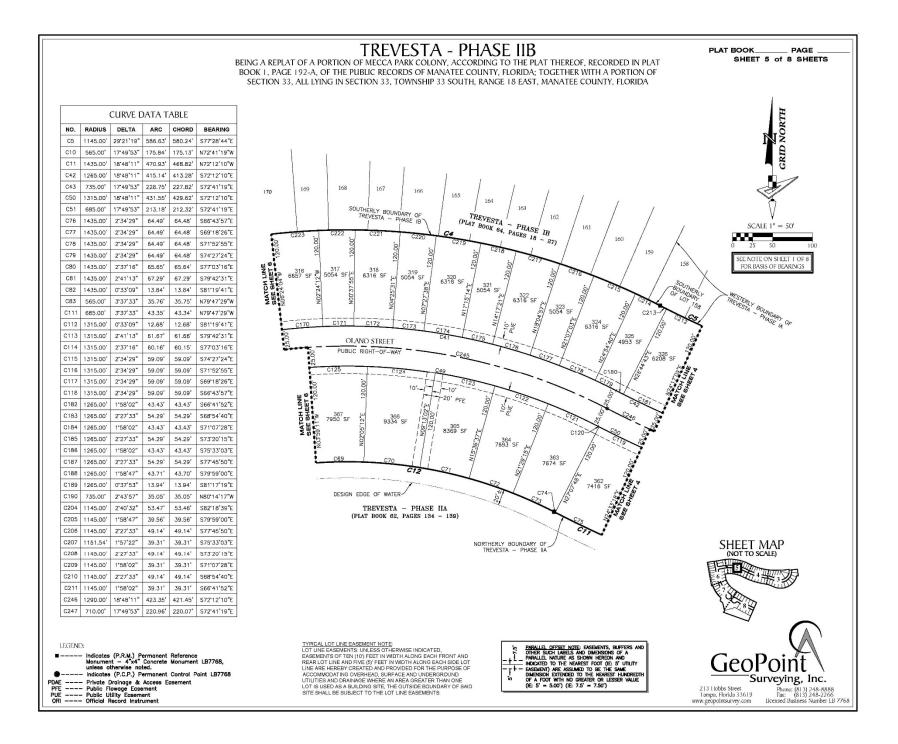
Tampa, Florida 33619

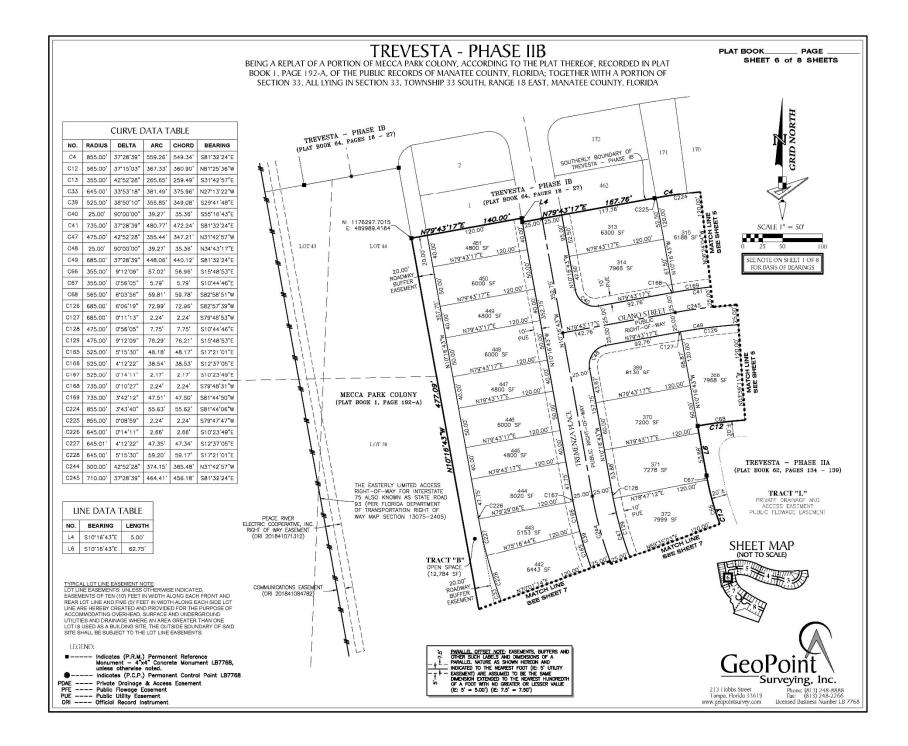
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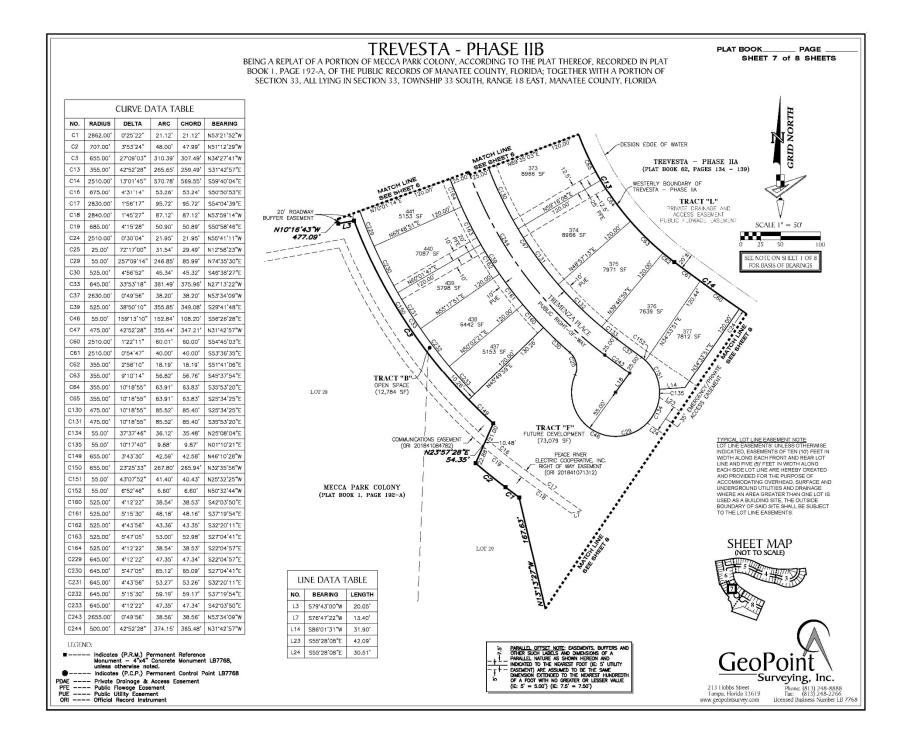
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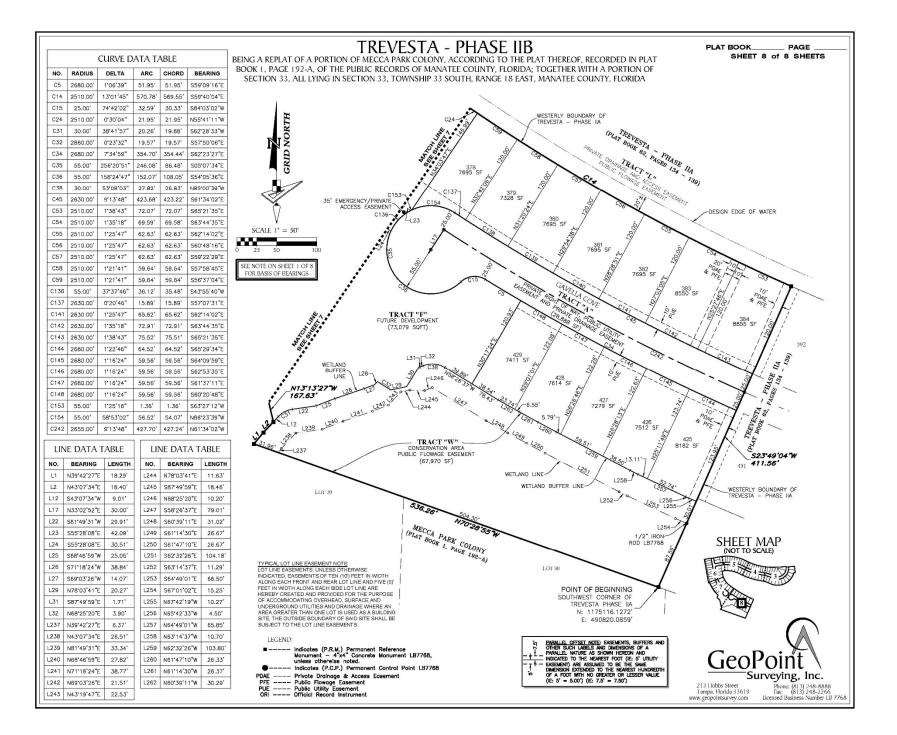












## CONTRACTOR RELEASE [PHASE IIB UTILITIES & ROADWAYS]

THIS RELEASE is made to be effective as of the 29 day of \_\_\_\_\_\_, 2019, by E.T. MacKenzie of Florida, Inc., a Florida corporation with offices located at 6212 33<sup>rd</sup> Street East, Bradenton, Florida 34203 ("Contractor"), in favor of the Trevesta Community Development District ("District"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

#### RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated December 26, 2017, and between Contractor and VK Trevesta LLC, a Delaware limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("Improvements"); and

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

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

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

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

**SECTION 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.

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

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District. **SECTION 5.** CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that 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. 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 \$190,299.50 and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being made.

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

## E.T. MACKENZIE OF FLORIDA, INC.

By: Its:

# STATE OF FLORIDA

COUNTY OF manatee

I HEREBY CERTIFY that on this <u>39</u><sup>th</sup> day of <u>January</u>, 2019, before me personally appeared <u>Scott</u> Hober, of <u>E.T. Mackenzie of Florida, Tre</u>, and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is <u>personally known</u> to me or has produced \_\_\_\_\_\_ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this  $29^{44}$  day of January, 2019.

(NOTARIAL SEAL)



Print Name: melissa Baker Notary Public, State of Florida My Commission No.: GG30191 My Commission Expires: 09-13-2020

# **EXHIBIT A: Description of Improvements**

All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Olano Street, Tremenza Place and Gavella Cove (Tract A) and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Olano Street and Tremenza Place, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

All irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Olano Street, Tremenza Place and Tract F, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**<sup>1</sup>.

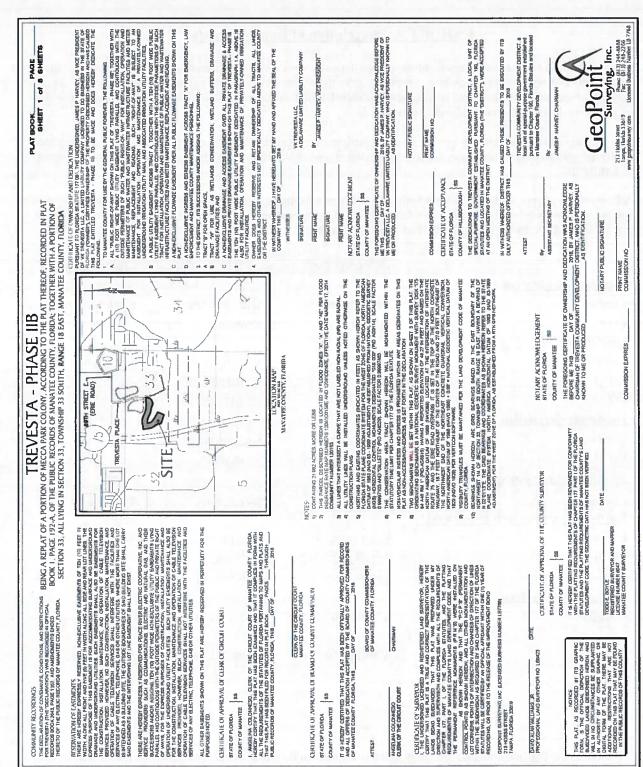
	Total Cost <sup>2</sup>	Paid To Date	<b>Balance to Finish</b>
Potable Water System			
Contract	\$121,632.00	\$(102,953.50)	\$18,678.50
CO #1	\$(2,698.00)	\$2,698.00	
Sanitary Sewer System			
Contract	\$209,831.00	\$(191,955.00)	\$17,876.00
CO #1	\$(5,480.00)	\$5,480.00	
CO #2	\$5,570.00	\$(5,013.00)	\$557.00
Landscape (Irrigation)			
Contract	\$93,094.00	\$(82,906.00)	\$10,188.00
CO #1	\$(3,480.00)	\$3,480.00	
Roadway Improvements (Pavement)			
Contract	\$200,932.00	\$(71,724.00)	\$129,208.00
Roadway Improvements (Earthwork	<u>3)</u>		
Contract	\$65,980.75	\$(52,188.75)	\$13,792.00
CO #1	\$21,653.75	\$(21,653.75)	
CO #3	\$19,892.00	\$(19,892.00)	
Drainage Improvements			
Contract	\$72,085.00	\$(72,085.00)	\$-
TOTALS:	\$799,012.50	\$(608,713.00)	\$190,299.50

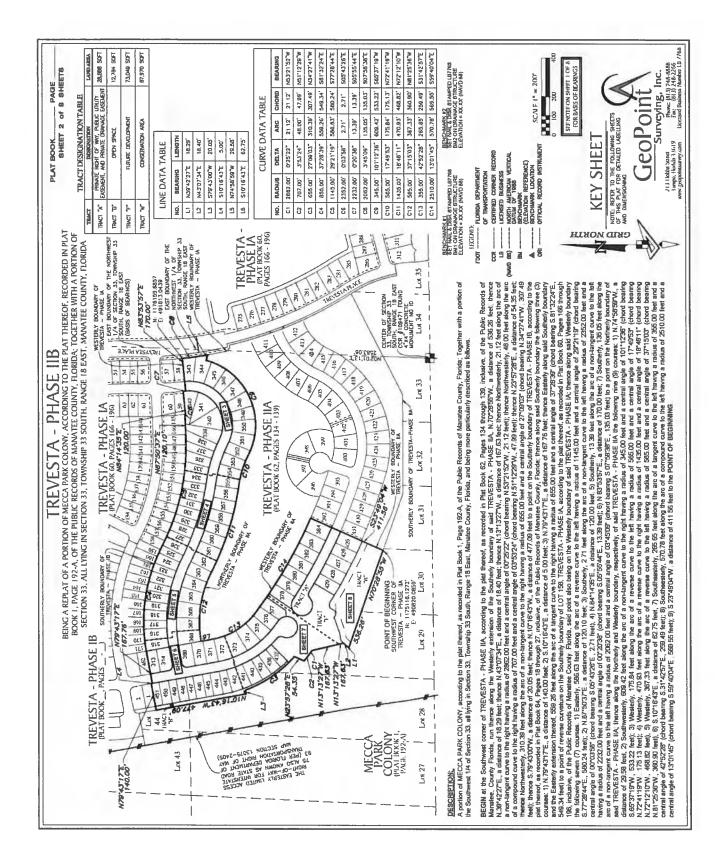
<sup>&</sup>lt;sup>1</sup> The District is <u>only</u> acquiring the irrigation systems located within Olano Street, Tremenza Place and Tract F, which will serve District-owned landscape areas. The remaining irrigation systems located within Trevesta – Phase IIB will be owned, operated and maintained by Trevesta Irrigation LLC.

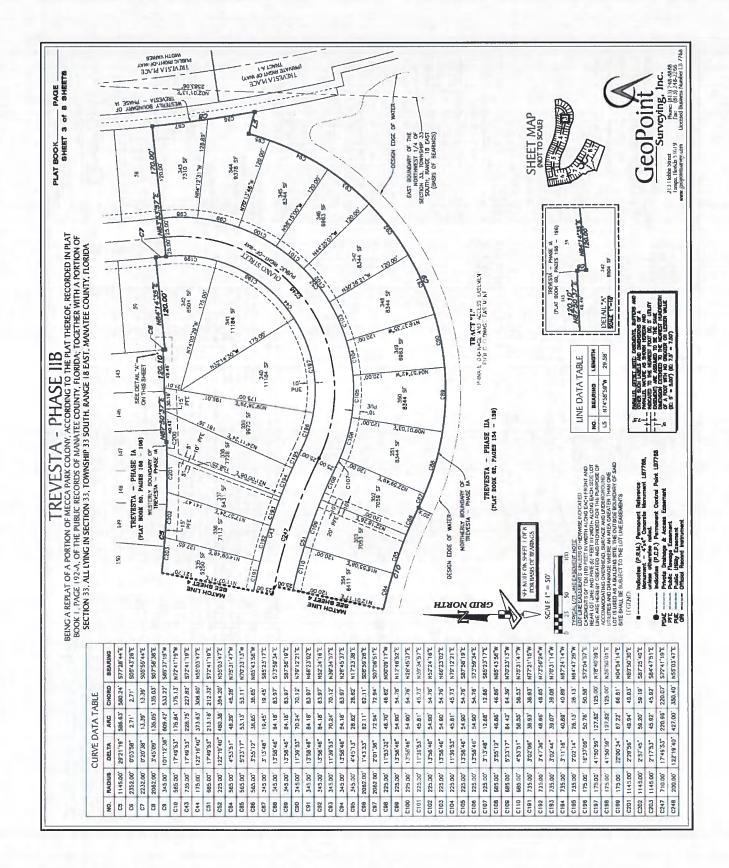
<sup>&</sup>lt;sup>2</sup> Retainage of 10% is included in the total contract amount.

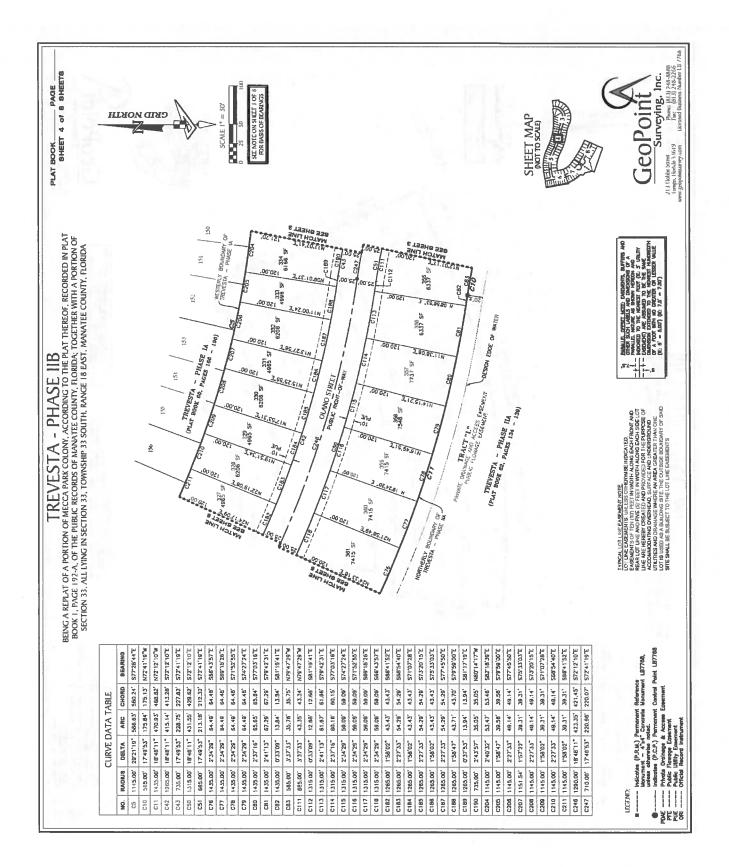
<sup>&</sup>lt;sup>3</sup> Earthwork includes the placement of fill for the District-funded roads, which would be approximately 25% of the earthwork contract amount.

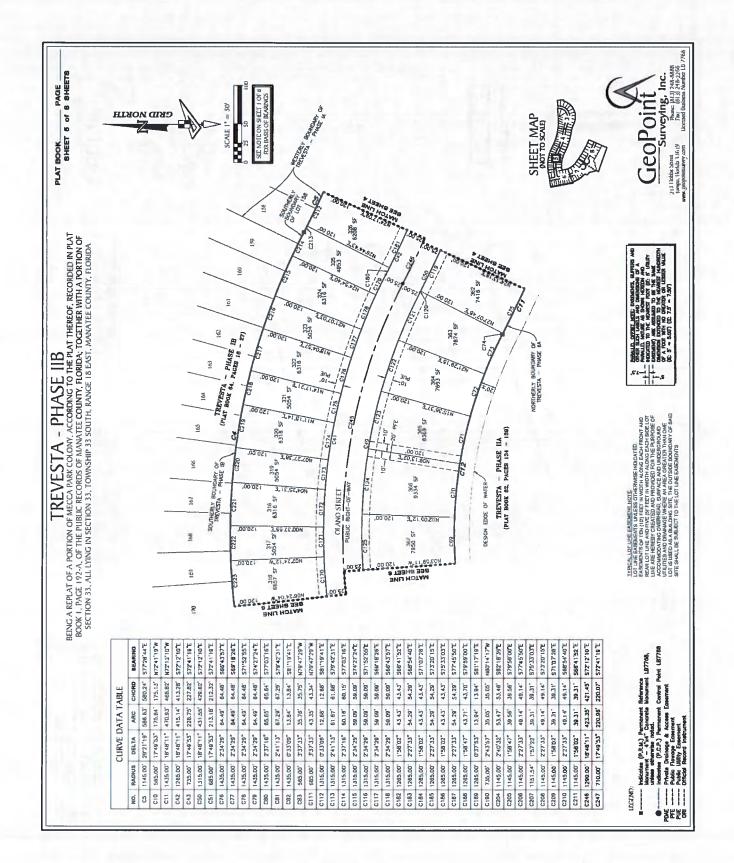
**EXHIBIT B** 

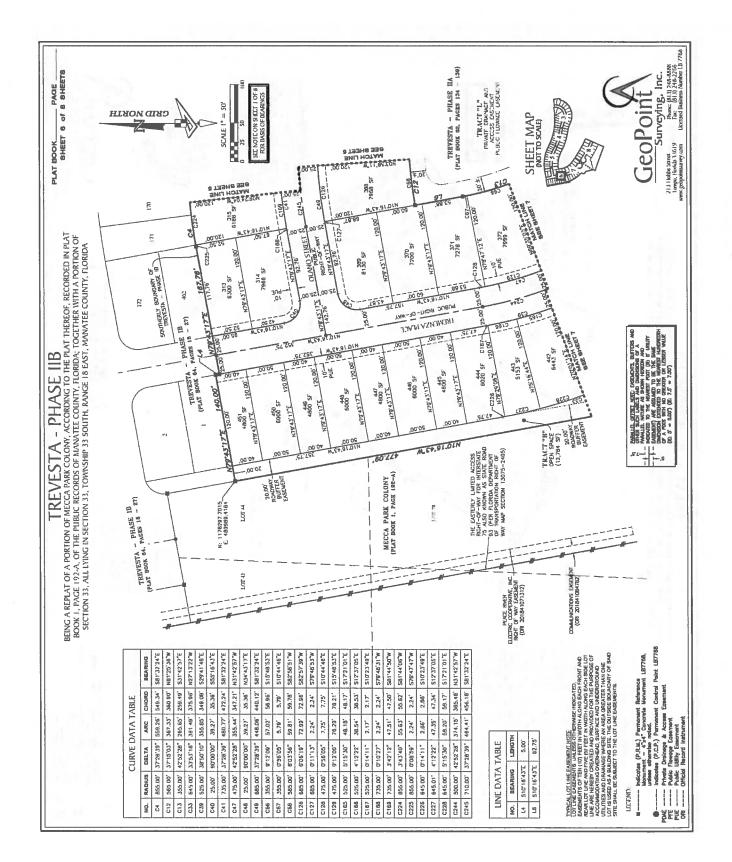


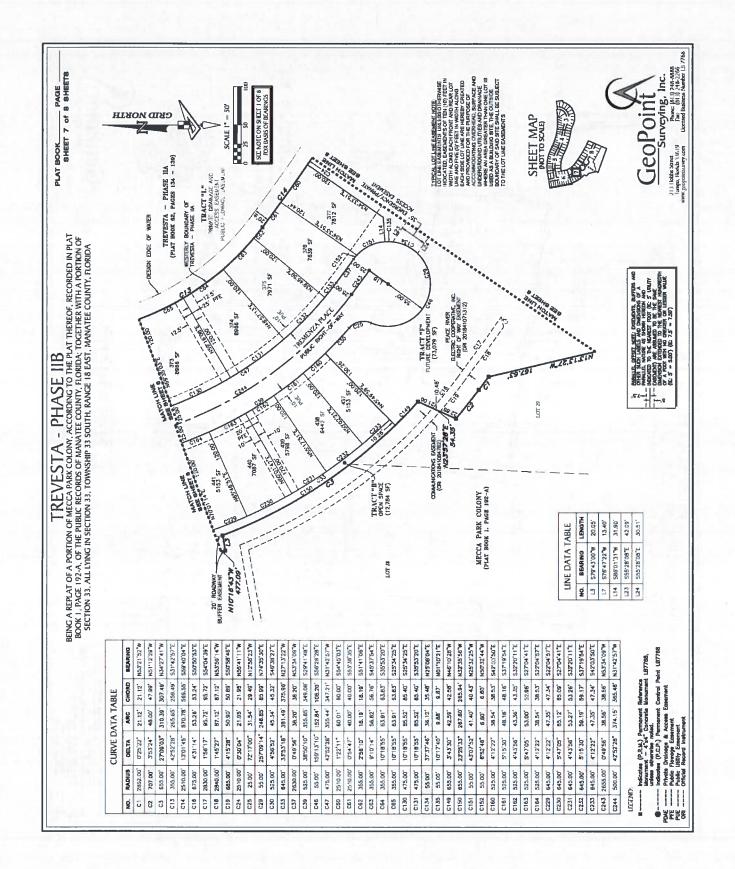


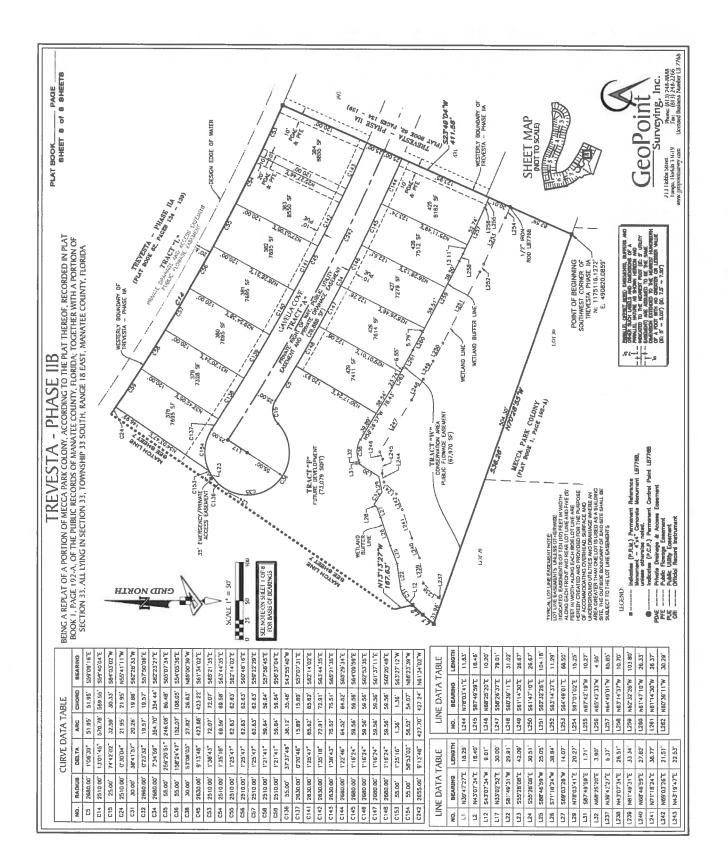


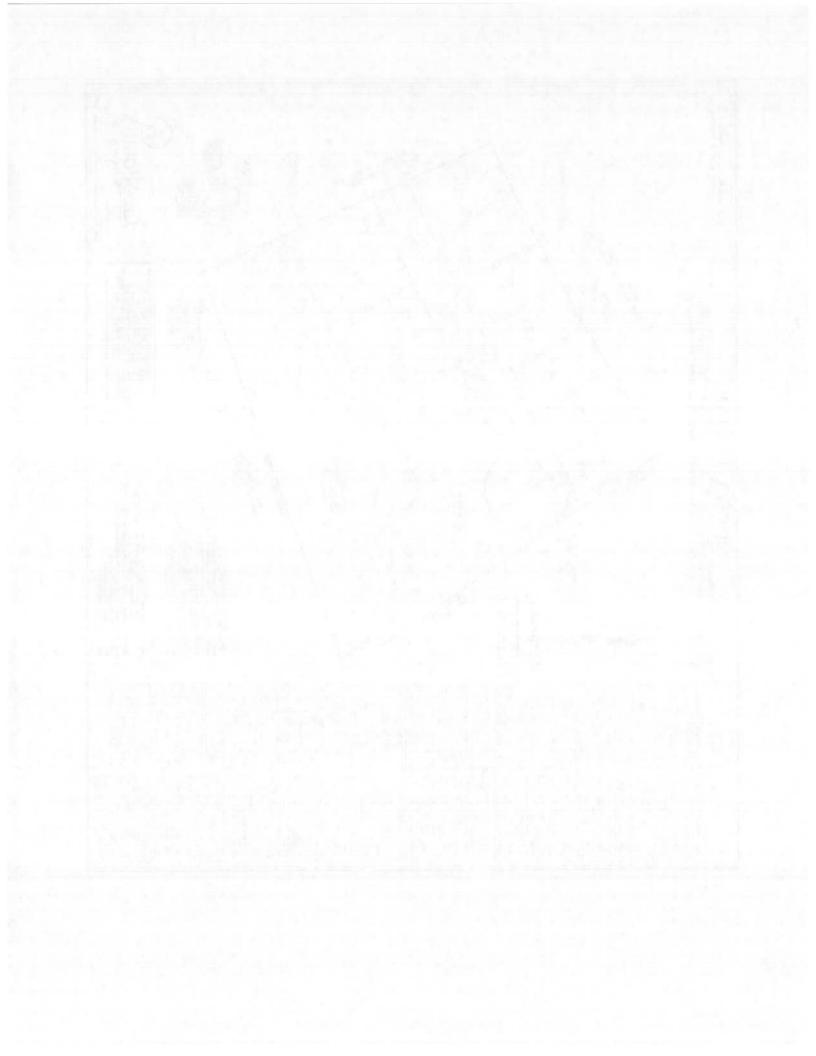












# DEVELOPER BILL OF SALE & ASSIGNMENT [PHASE IIB UTILITIES & ROADWAYS]

This Developer Bill of Sale & Assignment (Phase IIB Utilities & Roadways) evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by VK Trevesta LLC ("Grantor"), a limited liability company, whose address is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401, and to the Trevesta Community Development District ("Grantee"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

- 1. All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Olano Street, Tremenza Place and Gavella Cove (Tract A) and all Public Utility Easements, as identified on the proposed plat known as Trevesta Phase IIB, attached hereto as **Exhibit A** ("Utilities"); and
- 2. All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Olano Street and Tremenza Place, as identified on the proposed plat known as Trevesta Phase IIB, attached hereto as **Exhibit A ("Roadways")**; and
- 3. All irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Olano Street and Tremenza Place and Tract F, as identified on the proposed plat known as Trevesta Phase IIB, attached hereto as Exhibit A ("Irrigation", and together with Utilities and Roadways, "Improvements"); and
- 4. 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 Improvements ("Warranty and Indemnity Rights"), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are 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 Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements, 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 defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, the Developer shall provide any warranties required by Manatee County, Florida ("**County**") in connection with the turnover of any of the Improvements to the County, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.

d. 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.

e. 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.

f. This instrument shall be governed by, and construed under, the laws of the State of Florida.

g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

h. As consideration for the sale of the Improvements, and subject to (and without intending to alter) the provisions of that certain *Second Amended and Restated Acquisition Agreement* dated December 19, 2018, among other applicable acquisition agreements related to future bond series, the Grantee shall make payment for the cost of the Improvements in the amounts set forth in **Exhibit A**.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this 22<sup>\*</sup> day of <u>Jacuan</u>, 2019.

VK	FREVES	TALLC	
By:	M	u, ( , )	unun
By: Its:	NICSA	SIDSIT	
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STATE OF FLORIDA COUNTY OF H

The foregoing instrument was acknowledged before me this  $22^{\circ}$  day of <u>Januar</u>, 2019, by <u>James I. Haven</u>, as <u>vice new responsed</u> of VK Trevesta LLC, a limited liability company, on behalf of the company, (*check one*) / / who is personally known to me or / / who has produced a \_\_\_\_\_\_ as identification.

Notary Public State of Florida (Affix Nota Bryon T LoPreste My Commission FF 943080 Expires 01/27/2020

Notary Public, State of Florida My Commission Expires:

### **EXHIBIT A: Description of Improvements**

All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Olano Street, Tremenza Place and Gavella Cove (Tract A) and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Olano Street and Tremenza Place, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**.

All irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Olano Street, Tremenza Place and Tract F, as identified on the proposed plat known as Trevesta – Phase IIB, attached hereto as **Exhibit B**<sup>1</sup>.

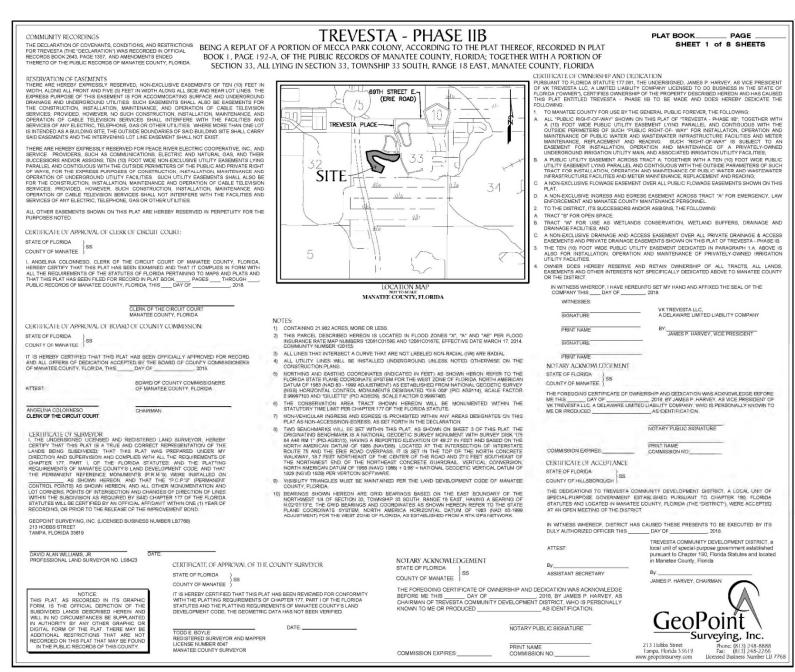
	<u>Total Cost<sup>2</sup></u>	Paid To Date	Balance to Finish
Potable Water System	te inte anne <mark>solation de la mainte de la solation</mark> de la solation de la solatio	an balan tana kand <u>alar an an an kanan ka</u> nan an	na teoria antica antica di secondo de secondo de secondo de secondo de secondo de secondo de secondo de second
Contract	\$121,632.00	\$(102,953.50)	\$18,678.50
CO #1	\$(2,698.00)	\$2,698.00	
Sanitary Sewer System			
Contract	\$209,831.00	\$(191,955.00)	\$17,876.00
CO #1	\$(5,480.00)	\$5,480.00	
CO #2	\$5,570.00	\$(5,013.00)	\$557.00
Landscape (Irrigation)			
Contract	\$93,094.00	\$(82,906.00)	\$10,188.00
CO #1	\$(3,480.00)	\$3,480.00	
<u>Roadway Improvements (Pavement)</u>			
Contract	\$200,932.00	\$(71,724.00)	\$129,208.00
<b>Roadway Improvements (Earthwork<sup>3</sup>)</b>			
Contract	\$65,980.75	\$(52,188.75)	\$13,792.00
CO #1	\$21,653.75	\$(21,653.75)	
CO #3	\$19,892.00	\$(19,892.00)	
Drainage Improvements			
Contract	\$72,085.00	\$(72,085.00)	\$-
TOTALS:	\$799,012.50	\$(608,713.00)	\$190,299.50

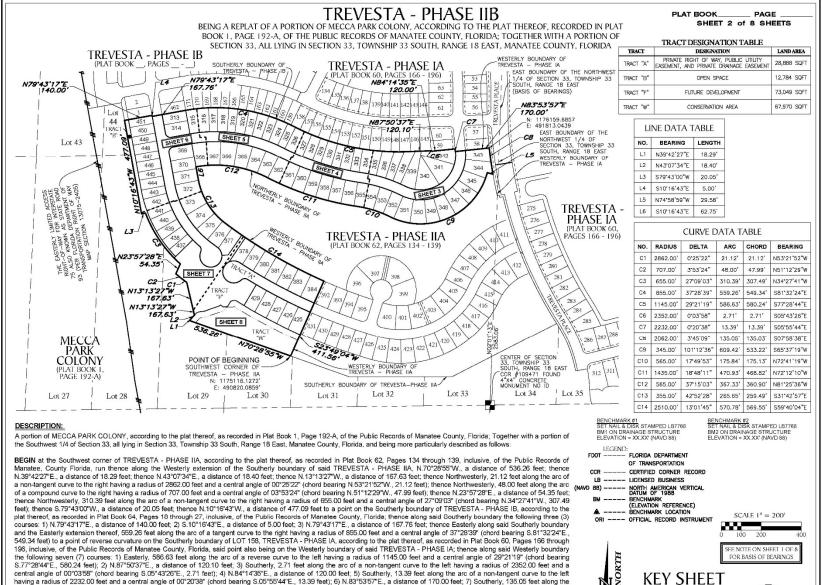
<sup>&</sup>lt;sup>1</sup> The District is <u>only</u> acquiring the irrigation systems located within Olano Street, Tremenza Place and Tract F, which will serve District-owned landscape areas. The remaining irrigation systems located within Trevesta – Phase IIB will be owned, operated and maintained by Trevesta Irrigation LLC.

 $<sup>^2</sup>$  Retainage of 10% is included in the total contract amount.

 $<sup>^{3}</sup>$  Earthwork includes the placement of fill for the District-funded roads, which would be approximately 25% of the earthwork contract amount.

#### <u>EXHIBIT B</u>





FOR BASIS OF BEARINGS

Surveying, Inc.

Phone: (813) 248-8888 Fax: (813) 248-2266

Licensed Business Number LB 7768

KEY SHEET

AND DIMENSIONING

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING

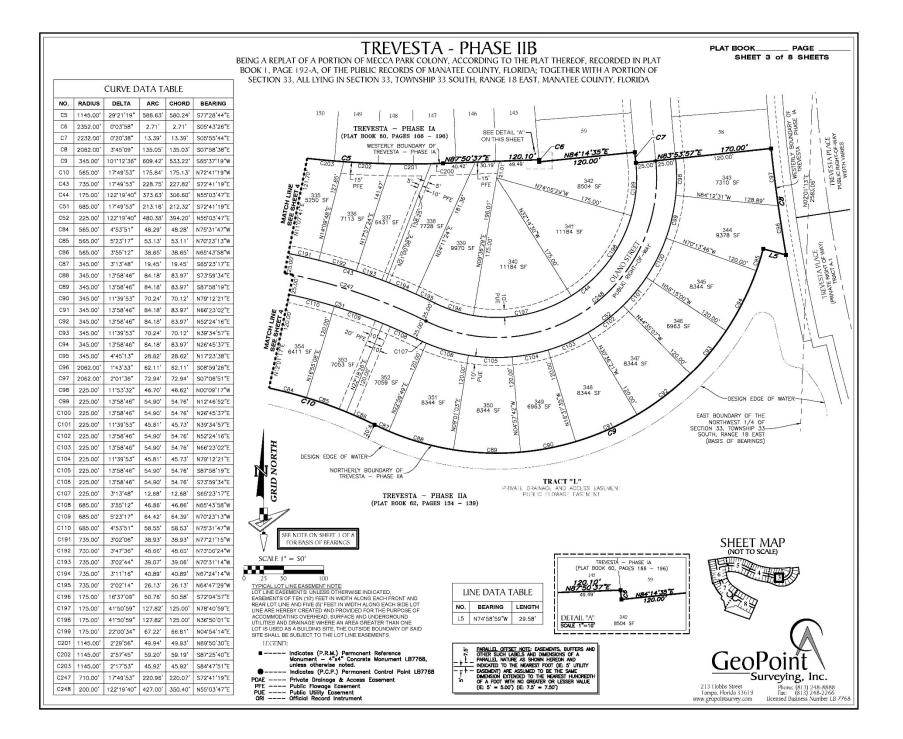
213 Hobbs Stree

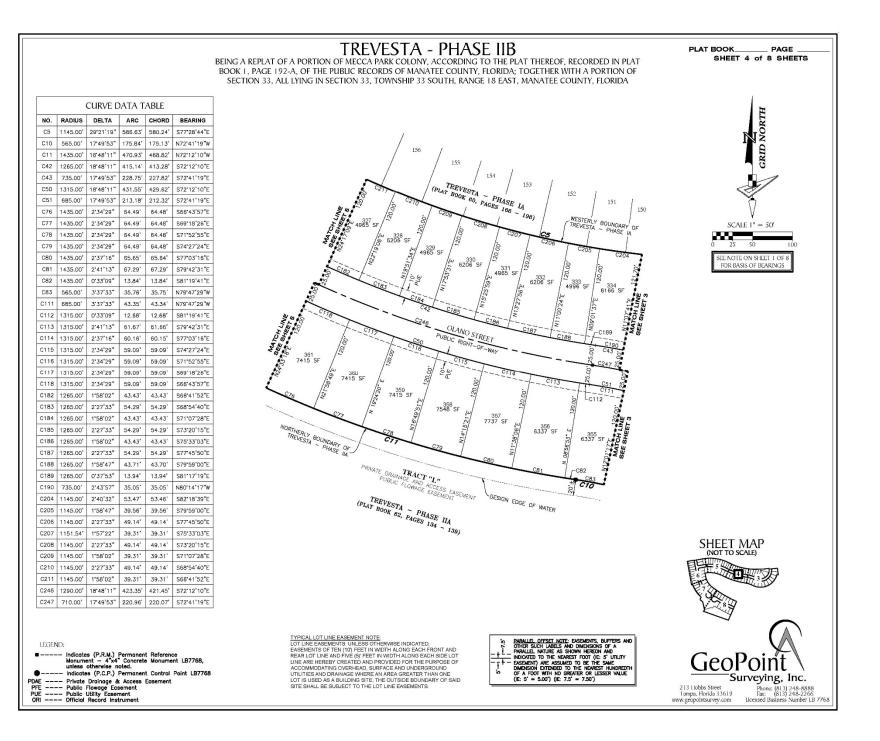
www.geopointsurvey.com

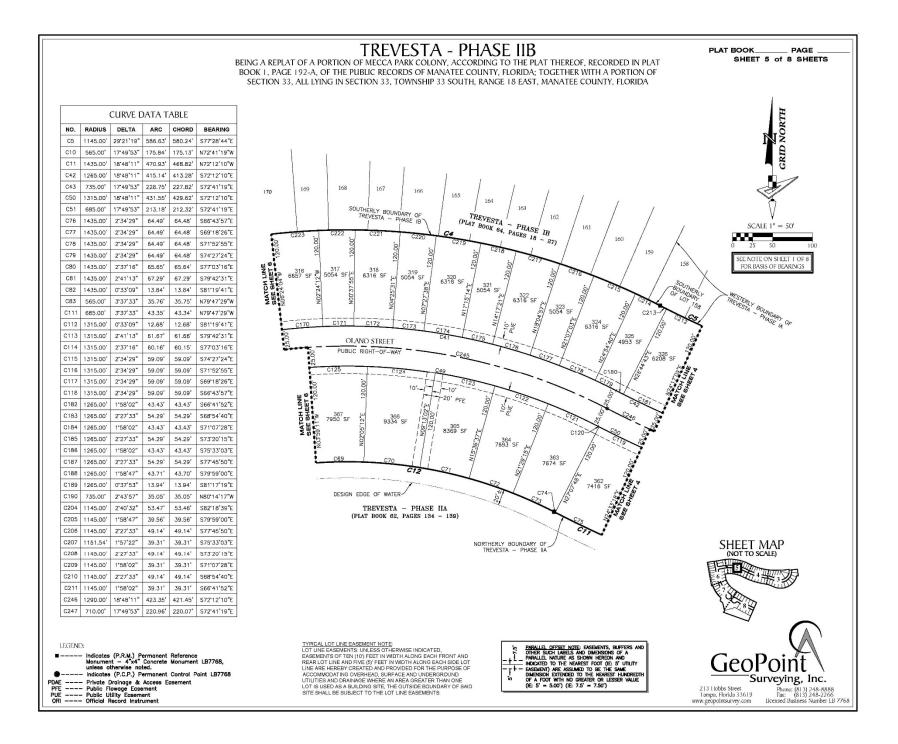
Tampa, Florida 33619

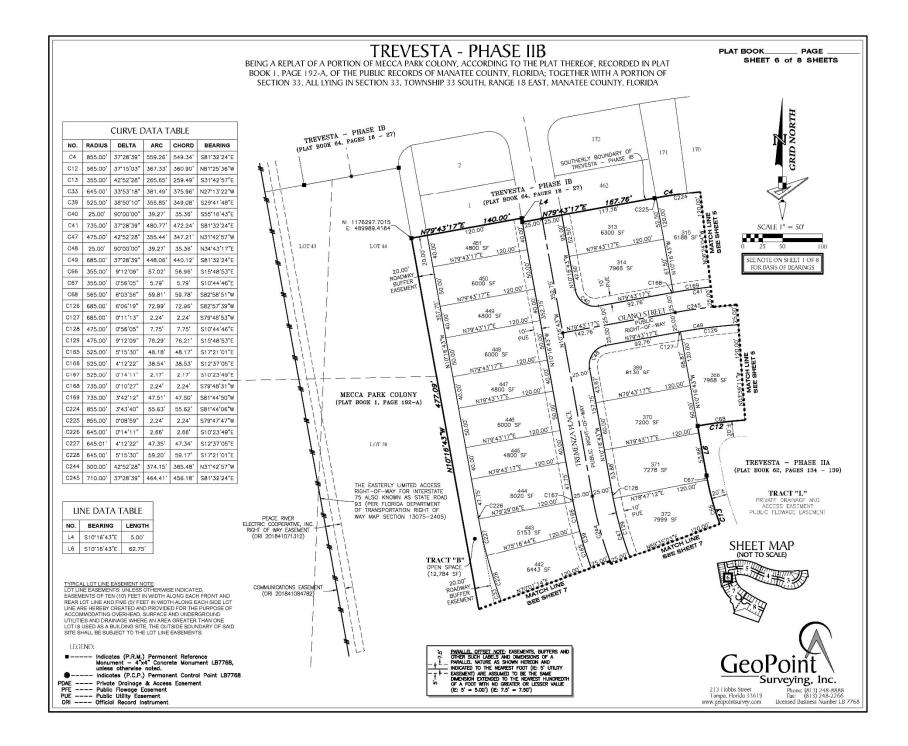
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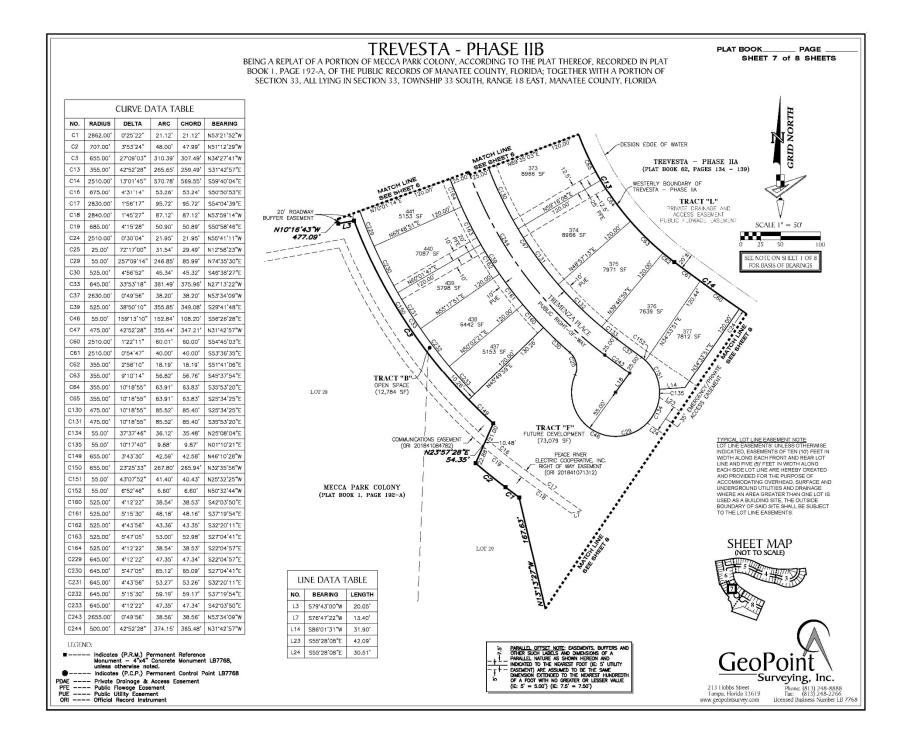
196, inclusive, of the Public Records of Manatee County, Florida, said point also being on the Westerly boundary of said TREVESTA - PHASE IA; thence along said Westerly boundary the following seven (7) courses: 1) Easterly, 586.63 feet along the arc of a reverse curve to the left having a radius of 1145.00 feet and a central angle of 29°21'19" (chord bearing S.77°28'44"E., 580.24 feet); 2) N.87°50'37"E., a distance of 120.10 feet; 3) Southerly, 2.71 feet along the arc of a non-tangent curve to the left having a radius of 2352.00 feet and a central angle of 00°03'56" (chord bearing S.05°43'26"E., 2.71 feet); 4) N.84°14'35"E., a distance of 120.00 feet; 5) Southerly, 13.39 feet along the arc of a non-tangent curve to the left having a radius of 2232.00 feet and a central angle of 00°20'38" (chord bearing S.05°55'44"E., 13.39 feet); 6) N.83°53'57"E., a distance of 170.00 feet; 7) Southerly, 135.05 feet along the arc of a non-tangent curve to the left having a radius of 2062.00 feet and a central angle of 03°45'09" (chord bearing S.07°58'38"E., 135.03 feet) to a point on the Northerly boundary of said TREVESTA - PHASE IIA; thence along the Northerly and Westerly boundary, respectively, of said TREVESTA - PHASE IIA the following nine (9) courses: 1) N.74°58'59"W., a distance of 29.58 feet, 2) Southwesterly, 609.42 feet along the arc of a non-tangent curve to the right having a radius of 345.00 feet and a central angle of 101°12'36" (chord bearing S.65°37'19"W., 533.22 feet); 3) Westerly, 175.84 feet along the arc of a reverse curve to the left having a radius of 565.00 feet and a central angle of 17°49'53" (chord bearing N.72°41'19"W., 175.13 feet); 4) Westerly, 470.93 feet along the arc of a reverse curve to the right having a radius of 1435.00 feet and a central angle of 18°48'11" (chord bearing N.72°12'10"W., 468.82 feet); 5) Westerly, 367.33 feet along the arc of a reverse curve to the left having a radius of 565.00 feet and a central angle of 37°15'03" (chord bearing N.81°25'36'W, 360.90 feet), 6) S.10°16'43"E., a distance of 62.75 feet; 7) Southeasterly, 265.65 feet along the arc of a tangent curve to the left having a radius of 355.00 feet and a central angle of 42°52'28" (chord bearing S.31°42'57"E., 259.49 feet); 8) Southeasterly, 570.78 feet along the arc of a compound curve to the left having a radius of 2510.00 feet and a central angle of 13°01'45" (chord bearing S.59°40'04"E., 569.55 feet); 9) S.23°49'04"W., a distance of 411.56 feet to the POINT OF BEGINNING.

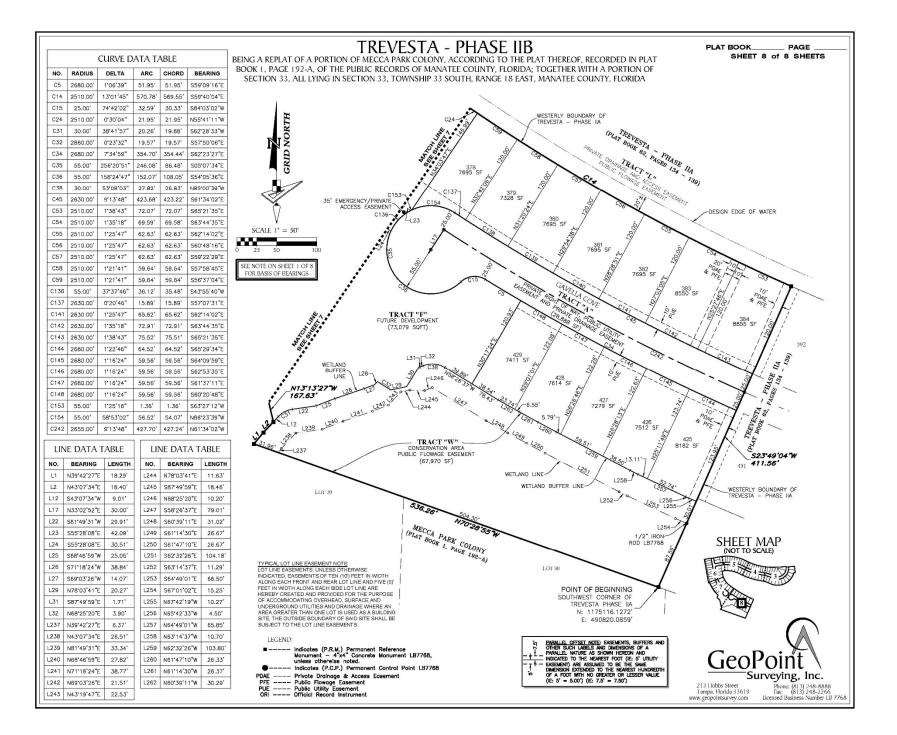












# **Trevesta Community Development District**

c/o Morris Engineering and Consulting, LLC, 6997 Professional Parkway East, Suite B, Sarasota, Florida 34240

\_\_\_\_\_, 2019

Board of County Commissioners Manatee County, Florida c/o Fiscal Services Division Public Works Department 1022 26<sup>th</sup> Avenue East Bradenton, Florida 34208

RE: Acquisition of Trevesta Phase IIB Utilities & Roadways

Dear Commissioners and Staff,

I am writing on behalf of the Board of Supervisors of the Trevesta Community Development District ("**District**") to request that Manatee County ("**County**") accept for ownership and maintenance the water, wastewater and roadway improvements located within those certain rights-of-way designated as Olano Street and Tremenza Place and all Public Utility Easements, as identified on the proposed plat known as Trevesta – Phase IIB.

The District has acquired the completed utilities and roadways from VK Trevesta LLC and now desires to convey the same to the County. Enclosed please find the attached Bill of Sale for your review and execution, as well as the other submittal documents, that would effect the transfer.

Please do not hesitate to contact me if you have any questions regarding this matter. I can be reached at (941) 444-6644.

Sincerely,

TREVESTA COMMUNITY DEVELOPMENT DISTRICT

Matthew Morris District Engineer

## BILL OF SALE [PHASE IIB UTILITIES & ROADWAYS]

KNOW ALL MEN BY THESE PRESENTS, that **TREVESTA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is 9530 Marketplace Road, Suite 260, Fort Myers, Florida 33912 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **MANATEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

- 1. All water and wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, located within those certain rights-of-way designated as Olano Street, Tremenza Place and Gavella Cove (Tract A) and all Public Utility Easements, as identified on the proposed plat known as Trevesta Phase IIB, attached hereto as **Exhibit A**.
- 2. All roadways and related earthwork and drainage improvements, located within those certain rights-of-way designated as Olano Street and Tremenza Place, as identified on the proposed plat known as Trevesta Phase IIB, attached hereto as **Exhibit A.**

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

# [CONTINUED ON NEXT PAGE]

#### WITNESSES:

Signature:	AL GUH
Print Name:	JARED LYBBERT
Signature: Print Name: _	TROY E. SIMPSON

TREVESTA COMMUNITY DEVELOPMENT DISTRICT BY: James P. Harvey Chairperson

STATE OF FLORIDA COUNTY OF HILLS BOROUFH

The foregoing instrument was acknowledged before me this 22. day of <u>Jan My</u>, 2019, by James P. Harvey as Chairperson, of Trevesta Community Development District, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, on behalf of the District. They are personally known to me or have produced \_\_\_\_\_\_ as identification.

Notary Public State of Florida Bryon T LoPreste My Commission FF 943080 Expires 01/27/2020

C3A	$\overline{}$	
Signature of Notary Public		

BATONTI LARESTR Name Typed, Printed or Stamped Commission No.: ff943080 My Commission Expires: 0127-20

WHEREFORE, the County and Seller have executed this Bill of Sale as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

# MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: \_\_\_\_

County Administrator

STATE OF: <u>Florida</u> COUNTY OF: <u>Manatee</u>

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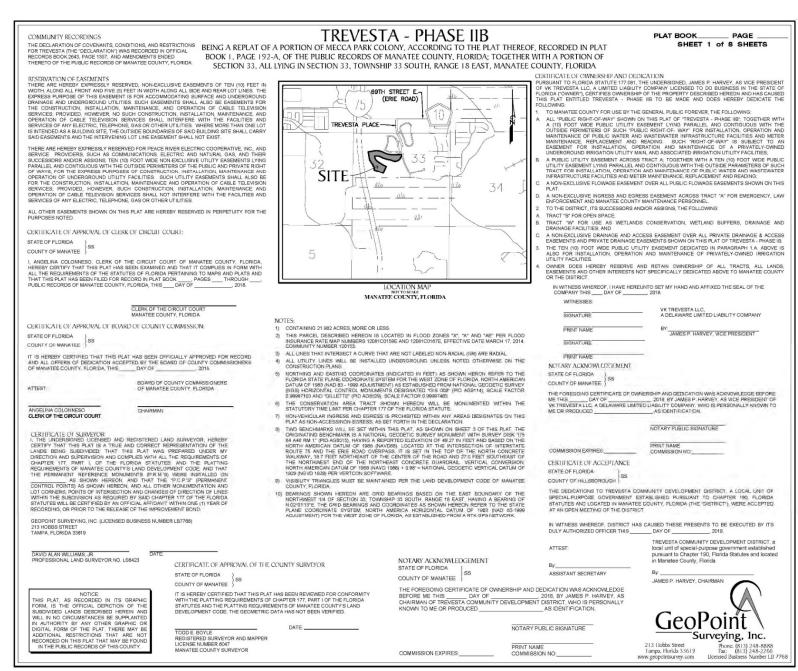
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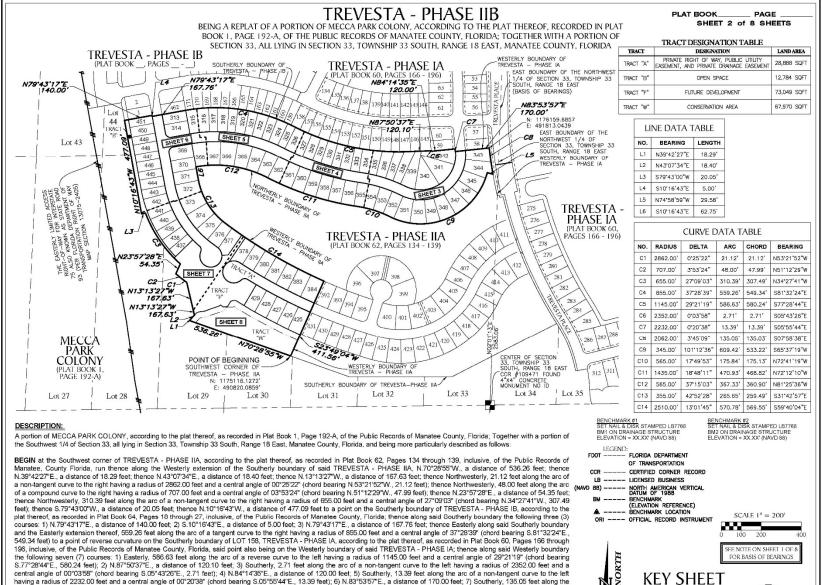
The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by <u>ED HUNZEKER</u> (County Administrator) for and on behalf of the Manatee County Board of County Commissioners <u>who is personally known to me</u> or has produced <u>N/A</u> as identification

NOTARY PUBLIC Signature

Printed Name

#### <u>EXHIBIT A</u>





FOR BASIS OF BEARINGS

Surveying, Inc.

Phone: (813) 248-8888 Fax: (813) 248-2266

Licensed Business Number LB 7768

KEY SHEET

AND DIMENSIONING

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING

213 Hobbs Stree

www.geopointsurvey.com

Tampa, Florida 33619

GRID

196, inclusive, of the Public Records of Manatee County, Florida, said point also being on the Westerly boundary of said TREVESTA - PHASE IA; thence along said Westerly boundary the following seven (7) courses: 1) Easterly, 586.63 feet along the arc of a reverse curve to the left having a radius of 1145.00 feet and a central angle of 29°21'19" (chord bearing S.77°28'44"E., 580.24 feet); 2) N.87°50'37"E., a distance of 120.10 feet; 3) Southerly, 2.71 feet along the arc of a non-tangent curve to the left having a radius of 2352.00 feet and a central angle of 00°03'56" (chord bearing S.05°43'26"E., 2.71 feet); 4) N.84°14'35"E., a distance of 120.00 feet; 5) Southerly, 13.39 feet along the arc of a non-tangent curve to the left having a radius of 2232.00 feet and a central angle of 00°20'38" (chord bearing S.05°55'44"E., 13.39 feet); 6) N.83°53'57"E., a distance of 170.00 feet; 7) Southerly, 135.05 feet along the arc of a non-tangent curve to the left having a radius of 2062.00 feet and a central angle of 03°45'09" (chord bearing S.07°58'38"E., 135.03 feet) to a point on the Northerly boundary of said TREVESTA - PHASE IIA; thence along the Northerly and Westerly boundary, respectively, of said TREVESTA - PHASE IIA the following nine (9) courses: 1) N.74°58'59"W., a distance of 29.58 feet, 2) Southwesterly, 609.42 feet along the arc of a non-tangent curve to the right having a radius of 345.00 feet and a central angle of 101°12'36" (chord bearing S.65°37'19"W., 533.22 feet); 3) Westerly, 175.84 feet along the arc of a reverse curve to the left having a radius of 565.00 feet and a central angle of 17°49'53" (chord bearing N.72°41'19"W., 175.13 feet); 4) Westerly, 470.93 feet along the arc of a reverse curve to the right having a radius of 1435.00 feet and a central angle of 18°48'11" (chord bearing N.72°12'10"W., 468.82 feet); 5) Westerly, 367.33 feet along the arc of a reverse curve to the left having a radius of 565.00 feet and a central angle of 37°15'03" (chord bearing N.81°25'36'W, 360.90 feet), 6) S.10°16'43"E., a distance of 62.75 feet; 7) Southeasterly, 265.65 feet along the arc of a tangent curve to the left having a radius of 355.00 feet and a central angle of 42°52'28" (chord bearing S.31°42'57"E., 259.49 feet); 8) Southeasterly, 570.78 feet along the arc of a compound curve to the left having a radius of 2510.00 feet and a central angle of 13°01'45" (chord bearing S.59°40'04"E., 569.55 feet); 9) S.23°49'04"W., a distance of 411.56 feet to the POINT OF BEGINNING.

