

CORAL CREEK

COMMUNITY DEVELOPMENT

DISTRICT

May 29, 2025

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Coral Creek Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 22, 2025

Board of Supervisors
Coral Creek Community Development District

Dear Board Members:

The Board of Supervisors of the Coral Creek Community Development District will hold a Regular Meeting on May 29, 2025 at 1:00 p.m., or as soon thereafter as the matter may be heard, at the Country Inn and Suites by Radisson, 24244 Corporate Court, Port Charlotte, Florida 33954. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisors [Robert Nelson - Seat 3, Bruce Noble - Seat 4, Michael Byrd - Seat 5] *(the following to be provided under separate cover)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Sample Form 1: Statement of Financial Interests/Instructions
 - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
6. Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates
 - A. Consideration of Resolution 2025-03, Hereby Accepting the Audited Annual Financial Report for Fiscal Year Ended September 30, 2024
7. Consideration of Resolution 2025-04, Approving Proposed Budget(s) for Fiscal Year 2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

8. Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
9. Consideration of Resolution 2025-06, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date
10. Ratification Items:
 - A. Assignment of Entrance Monument Construction Agreement
 - B. Amended Series 2024 Ancillary Bond Documents
 - I. Amended Acquisition Agreement
 - II. Amended Collateral Assignment and Assumption of Development Rights
 - III. Amended Completion Agreement
 - IV. Amended Declaration of Consent
 - V. Amended Notice of Lien
 - VI. Amended True-Up Agreement
11. Acceptance of Unaudited Financial Statements as of April 30, 2025
12. Approval of Meeting Minutes
 - A. August 15, 2024 Public Hearing and Regular Meeting
 - B. November 5, 2024 Landowners' Meeting
13. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk, PLLC*
 - B. District Engineer: *Barraco & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: July 17, 2025, immediately following adjournment of the Tuckers Pointe CDD meeting, scheduled to commence at 1:00 PM

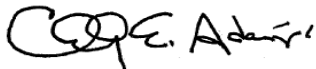
○ QUORUM CHECK

SEAT 1	JIM MCGOWAN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	GARRISON BURR	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	ROBERT NELSON	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	BRUCE NOBLE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	MICHAEL BYRD	☐ IN PERSON	☐ PHONE	☐ NO

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

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**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

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

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Coral Creek Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners' meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 5, 2024, at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT:

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

BOARD OF SUPERVISORS	SEAT	VOTES
Robert Nelson	Seat 3	426 Votes
Bruce Noble	Seat 4	426 Votes
Michael Byrd	Seat 5	416 Votes

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

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
Robert Nelson	Seat 3	4-Year Term
Bruce Noble	Seat 4	4-Year Term
Michael Byrd	Seat 5	2-Year Term

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

PASSED AND ADOPTED this 29th day of May, 2025.

Attest:

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 1. The following is/are elected as Officer(s) of the District effective May 29, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 29, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Chuck Adams is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 29th day of May, 2025.

ATTEST:

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

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**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Coral Creek Community Development District
Charlotte County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Coral Creek Community Development District, Charlotte County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 17, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



April 17, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Coral Creek Community Development District, Charlotte County, Florida ("District") provides a narrative overview of the District's financial activities for the period ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$347,906).
- The change in the District's total net position was (\$315,514), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of \$1,248,991 an increase of \$1,292,719. The total fund balance is restricted for debt service, non-spendable for prepaid items and the remainder is unassigned deficit fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental fund for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2024	2023
Current and other assets	\$ 3,956,740	\$ 29,840
Capital assets, net of depreciation	11,498,044	6,754
Total assets	15,454,784	36,594
Current liabilities	3,002,063	68,986
Long-term liabilities	12,800,627	-
Total liabilities	15,802,690	68,986
Net position		
Net investment in capital assets	(1,323,937)	(273)
Restricted	977,522	-
Unrestricted	(1,491)	(32,119)
Total net position	\$ (347,906)	\$ (32,392)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position decreased during the most recent fiscal year. The majority of the decrease is attributed to bond issue cost and interest expense incurred during the current fiscal year.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2024	2023
Revenues:		
Program revenues		
Charges for services	\$ 364,299	\$ -
Operating grants and contributions	101,188	61,309
Capital grants and contributions	200,678	-
Total revenues	666,165	61,309
Expenses:		
General government	83,317	56,704
Interest	420,272	-
Cost of issuance	478,090	25,580
Total expenses	981,679	82,284
Change in net position	(315,514)	(20,975)
Net position - beginning	(32,392)	(11,417)
Net position - ending	\$ (347,906)	\$ (32,392)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was \$981,679. The costs of the District's activities were funded by program revenues, which are comprised primarily of Developer contributions. The majority of increase in expenses is attributed to an increase in bond issuance fees and interest expense.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2024 did not exceed appropriations.

CAPITAL ASSETS

At September 30, 2024, the District had \$11,498,044 invested in capital assets for its governmental activities.

In the government-wide financial statements and no depreciation has been taken. More detailed information about the District's capital assets is presented in the notes of the financial statements.

CAPITAL DEBT

At September 30, 2024, the District had \$12,820,000 Bonds outstanding. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District is currently engaged in construction which is expected to continue in the subsequent year. Additionally, the District anticipates that the cost of general operations will continue to rise in subsequent periods.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have questions about this report or need additional financial information, contact the Coral Creek Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

	Governmental Activities
ASSETS	
Cash	\$ 324
Assessments receivable	353,178
Prepays	5,408
Due from Developer	212,559
Restricted assets:	
Investments	3,385,271
Capital assets:	
Nondepreciable	11,498,044
Total assets	<u>15,454,784</u>
 LIABILITIES	
Accounts payable	2,510,209
Unearned revenue	191,540
Developer advance	6,000
Accrued interest payable	294,314
Non-current liabilities:	
Due within one year	180,000
Due in more than one year	12,620,627
Total liabilities	<u>15,802,690</u>
 NET POSITION	
Net investment in capital assets	(1,323,937)
Restricted for debt service	977,522
Unrestricted	(1,491)
Total net position	<u>\$ (347,906)</u>

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary government:					
Governmental activities:					
General government	\$ 83,317	\$ -	\$ 77,244	\$ 474	\$ (5,599)
Maintenance and operations	-	11,121	-	-	11,121
Interest on long-term debt	420,272	353,178	23,944	200,204	157,054
Cost of issuance	478,090	-	-	-	(478,090)
Total governmental activities	981,679	364,299	101,188	200,678	(315,514)
Change in net position					(315,514)
Net position - beginning					(32,392)
Net position - ending					<u>\$ (347,906)</u>

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 324	\$ -	\$ -	\$ 324
Investments	-	918,658	2,466,613	3,385,271
Due from Developer	26,427	-	186,132	212,559
Assessments receivable	-	353,178	-	353,178
Prepays	5,408	-	-	5,408
Total assets	<u>\$ 32,159</u>	<u>\$ 1,271,836</u>	<u>\$ 2,652,745</u>	<u>\$ 3,956,740</u>
Liabilities:				
Accounts payable	\$ 22,242	\$ -	2,487,967	\$ 2,510,209
Developer advance	6,000	-	-	6,000
Unearned Revenue	5,408	-	186,132	191,540
Total liabilities	<u>33,650</u>	<u>-</u>	<u>2,674,099</u>	<u>2,707,749</u>
Nonspendable:				
Prepaid items	5,408	-	-	5,408
Restricted for:				
Debt service	-	1,271,836	-	1,271,836
Unassigned	(6,899)	-	(21,354)	(28,253)
Total fund balances	<u>(1,491)</u>	<u>1,271,836</u>	<u>(21,354)</u>	<u>1,248,991</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 32,159</u>	<u>\$ 1,271,836</u>	<u>\$ 2,652,745</u>	<u>\$ 3,956,740</u>

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

Fund balance - governmental funds \$ 1,248,991

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the assets of the government as a whole.

Capital assets, net	11,498,044	
Accumulated depreciation	<u>-</u>	11,498,044

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(294,314)	
Original issue premium	19,373	
Bonds payable	<u>(12,820,000)</u>	(13,094,941)

Net position of governmental activities		<u><u>\$ (347,906)</u></u>
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See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Assessments	\$ -	\$ 353,178	\$ -	\$ 353,178
Developer contributions	81,826	11,121	474	93,421
Interest	-	23,944	200,204	224,148
Total revenues	81,826	388,243	200,678	670,747
EXPENDITURES				
Current:				
General government	83,317	-	-	83,317
Debt service:				
Interest	-	125,574	-	125,574
Bond issuance costs	-	478,090	-	478,090
Capital outlay	-	-	11,491,290	11,491,290
Total expenditures	83,317	603,664	11,491,290	12,178,271
Excess (deficiency) of revenues over (under) expenditures	(1,491)	(215,421)	(11,290,612)	(11,507,524)
OTHER FINANCING SOURCES (USES)				
Transfers in (Out)	-	25,580	(25,580)	-
Bond Issuance	-	1,518,135	11,301,865	12,820,000
Bond discount	-	(19,757)	-	(19,757)
Total other financing sources (uses)	-	1,523,958	11,276,285	12,800,243
Net change in fund balances	(1,491)	1,308,537	(14,327)	1,292,719
Fund balances - beginning	-	(36,701)	(7,027)	(43,728)
Fund balances - ending	\$ (1,491)	\$ 1,271,836	\$ (21,354)	\$ 1,248,991

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ 1,292,719
--	--------------

Amounts reported for governmental activities in the statement of activities
are different because:

Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	11,491,290
---	------------

Certain revenues were unavailable for the governmental fund financial statements in the prior fiscal year. In the current fiscal year, these revenues were recorded in the governmental fund financial statements.	(4,582)
--	---------

Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(12,820,000)
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Governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	19,757
--	--------

Amortization of Bond discounts is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(384)
---	-------

The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	(294,314)
--	-----------

Change in net position of governmental activities	\$ (315,514)
---	--------------

See notes to the financial statements

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Coral Creek Community Development District ("District") was established effective February 24, 2022 by Ordinance 2022-008 of the Board of Commissioners of Charlotte County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. All of the Board members are affiliated with GreenPointe, LLC, the ("Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2024 were as follows:

Fund	Transfer in	Transfer Out
Debt service fund	\$ 25,580	\$ -
Capital projects fund		(25,580)
Total	<u>\$ 25,580</u>	<u>\$ (25,580)</u>

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the capital projects fund to the debt service fund were made as developer contributions as the developer has opted to use bond proceeds for different projects.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 6,754	\$ 11,491,290	\$ -	\$ 11,498,044
Total capital assets, not being depreciated	<u>6,754</u>	<u>11,491,290</u>	<u>-</u>	<u>11,498,044</u>
 Governmental activities capital assets, net	 \$ 6,754	 \$ 11,491,290	 \$ -	 \$ 11,498,044

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$97,348,920. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities.

NOTE 7 – LONG-TERM LIABILITIES

Series 2014

On February 8, 2024, the District issued \$12,820,000 of Series 2023 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2031 - May 1, 2054 and fixed interest rates ranging from 4.6% to 5.75%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

The Series 2024 Bonds are subject to redemption prior to maturity at, in whole or in part, on any date on or after May 1, 2034. The Series 2024 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2024.

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Long-term debt transactions

Changes in long-term liability activity for the fiscal year ended September 30, 2024 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2024	\$ -	\$ 12,820,000	\$ -	\$12,820,000	\$ 180,000
Less: bond discount	-	(19,757)	(384)	(19,373)	-
Total	<u>\$ -</u>	<u>\$ 12,800,243</u>	<u>\$ (384)</u>	<u>\$12,800,627</u>	<u>\$ 180,000</u>

At September 30, 2024, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2025	\$ 180,000	\$ 706,355	\$ 886,355
2026	190,000	698,075	888,075
2027	200,000	689,335	889,335
2028	210,000	680,135	890,135
2029	220,000	670,475	890,475
2030-2034	1,265,000	3,184,643	4,449,643
2035-2039	1,655,000	2,806,998	4,461,998
2040-2044	2,180,000	2,301,510	4,481,510
2045-2049	2,880,000	1,620,350	4,500,350
2050-2054	3,840,000	687,988	4,527,988
Total	<u>\$ 12,820,000</u>	<u>\$ 14,045,864</u>	<u>\$ 26,865,864</u>

NOTE 8 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operation of the District. In connection with that agreement, Developer contributions to the general fund were \$81,826. The District reports a receivable of \$26,427 as of September 30, 2024.

NOTE 9 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 – MANAGEMENT COMPANY

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

As of September 30, 2024, the District had open contracts for various construction projects. The contracts totaled approximately \$12.1 million, of which approximately \$4.4 million was uncompleted at September 30, 2024.

As of September 30, 2024, the outstanding costs of the open construction projects has exceeded the funds available for the district. The difference in funds will need to be paid by the Developer or by issuing more bonds.

NOTE 12 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer Contribution	\$ 96,190	\$ 81,826	\$ (14,364)
Total revenues	<u>96,190</u>	<u>81,826</u>	<u>(14,364)</u>
EXPENDITURES			
Current:			
General government	96,190	83,317	12,873
Total expenditures	<u>96,190</u>	<u>83,317</u>	<u>12,873</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	(1,491)	<u>\$ (1,491)</u>
Fund balance - beginning		<u>-</u>	
Fund balance - ending		<u>\$ (1,491)</u>	

See notes to required supplementary information

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2024 exceeded appropriations by \$1,491. The over expenditures were not considered material by management and no budget amendment was deemed necessary.

**CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
CHARLOTTE COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	0
Employee compensation	\$0
Independent contractor compensation	\$58,330
Construction projects to begin on or after October 1; (\$65K)	Series 2024
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - N/A Debt service - N/A
Special assessments collected	
Outstanding Bonds:	See Note 7



Grau & Associates

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Coral Creek Community Development District
Charlotte County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Coral Creek Community Development District, Charlotte County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated April 17, 2025

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bhav & Associates

April 17, 2025



Grau & Associates

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Coral Creek Community Development District
Charlotte County, Florida

We have examined Coral Creek Community Development District, Charlotte County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Coral Creek Community Development District, Charlotte County, Florida and is not intended to be and should not be used by anyone other than these specified parties

Grau & Associates

April 17, 2025



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Coral Creek Community Development District
Charlotte County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Coral Creek Community Development District, Charlotte County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated April 17, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 17, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Coral Creek Community Development District, Charlotte County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Coral Creek Community Development District, Charlotte County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

April 17, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2024. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

6A

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

WHEREAS, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT;

1. The Audited Annual Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 29th day of May, 2025.

ATTEST:

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Coral Creek Community Development District ("**District**") prior to June 15, 2025, proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2025

HOUR: 1:00 p.m.

LOCATION: Country Inn and Suites by Radisson
24244 Corporate Court
Port Charlotte, Florida 33954

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Charlotte County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 29th day of May, 2025.

ATTEST:

**CORAL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2026

Exhibit A: Proposed Budget for Fiscal Year 2026

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
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**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 58,635
Landowner contribution	108,410	24,644	87,191	111,835	74,077
Total revenues	108,410	24,644	87,191	111,835	132,712
EXPENDITURES					
Professional & administrative					
Supervisors	2,400	-	2,400	2,400	2,400
Management/accounting/recording	45,000	22,500	22,500	45,000	45,000
Debt service fund accounting	5,000	2,500	2,500	5,000	5,000
Legal	15,000	4,942	10,058	15,000	15,000
Engineering	20,000	3,457	16,543	20,000	20,000
Audit	5,500	4,900	600	5,500	5,500
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	4,000	4,246	-	4,246	4,000
Telephone	200	100	100	200	200
Postage	500	68	432	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,000	320	680	1,000	1,000
Annual special district fee	175	175	-	175	175
Insurance	5,720	5,408	-	5,408	5,720
Contingencies/bank charges	750	537	213	750	750
EMMA software services	-	2,000	-	2,000	-
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	108,410	52,608	57,736	110,344	108,410
Field operations					
Stormwater maintenance	-	-	-	-	24,300
Total field operations	-	-	-	-	24,300
Total expenditures	108,410	52,608	57,736	110,344	132,710
Excess/(deficiency) of revenues over/(under) expenditures	-	(27,964)	29,455	1,491	2
Fund balance - beginning (unaudited)	-	(1,491)	(29,455)	(1,491)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(29,455)	-	-	2
Fund balance - ending	\$ -	\$ (29,455)	\$ -	\$ -	\$ 2

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 2,400
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	45,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Debt service fund accounting	5,000
Legal	15,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	20,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	4,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,720
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Stormwater maintenance	24,300
Covers the costs of monthly lake maintenance and quarterly Conservation Area Maintenance.	
Total expenditures	<u><u>\$ 132,710</u></u>

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Assessment levy: off-roll	\$ 885,855	\$ 442,927	\$ 293,622	\$ 736,549	\$ 855,998
Assessment prepayments	-	678,428	-	678,428	-
Lot closings	-	149,306	-	149,306	-
Interest	-	24,768	-	24,768	-
Total revenues	<u>885,855</u>	<u>1,295,429</u>	<u>293,622</u>	<u>1,589,051</u>	<u>855,998</u>
EXPENDITURES					
Debt service					
Principal	180,000	-	180,000	180,000	190,000
Interest	<u>706,355</u>	<u>353,177</u>	<u>353,178</u>	<u>706,355</u>	<u>698,075</u>
Total expenditures	<u>886,355</u>	<u>353,177</u>	<u>533,178</u>	<u>886,355</u>	<u>888,075</u>
Excess/(deficiency) of revenues over/(under) expenditures	(500)	942,252	(239,556)	702,696	(32,077)
Fund balance:					
Beginning fund balance (unaudited)	<u>1,202,749</u>	<u>1,271,835</u>	<u>2,214,087</u>	<u>1,271,835</u>	<u>1,974,531</u>
Ending fund balance (projected)	<u>\$1,202,249</u>	<u>\$ 2,214,087</u>	<u>\$1,974,531</u>	<u>\$ 1,974,531</u>	<u>1,942,454</u>
Use of fund balance:					
Debt service reserve account balance (required)					(885,856)
Interest expense - November 1, 2026					(344,668)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 711,930</u>

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/25			349,037.50	349,037.50	12,450,000.00
05/01/26	190,000.00	4.600%	349,037.50	539,037.50	12,450,000.00
11/01/26			344,667.50	344,667.50	12,250,000.00
05/01/27	200,000.00	4.600%	344,667.50	544,667.50	12,250,000.00
11/01/27			340,067.50	340,067.50	12,040,000.00
05/01/28	210,000.00	4.600%	340,067.50	550,067.50	12,040,000.00
11/01/28			335,237.50	335,237.50	11,820,000.00
05/01/29	220,000.00	4.600%	335,237.50	555,237.50	11,820,000.00
11/01/29			330,177.50	330,177.50	11,590,000.00
05/01/30	230,000.00	4.600%	330,177.50	560,177.50	11,590,000.00
11/01/30			324,887.50	324,887.50	11,350,000.00
05/01/31	240,000.00	4.600%	324,887.50	564,887.50	11,350,000.00
11/01/31			319,367.50	319,367.50	11,100,000.00
05/01/32	250,000.00	5.450%	319,367.50	569,367.50	11,100,000.00
11/01/32			312,555.00	312,555.00	10,835,000.00
05/01/33	265,000.00	5.450%	312,555.00	577,555.00	10,835,000.00
11/01/33			305,333.75	305,333.75	10,555,000.00
05/01/34	280,000.00	5.450%	305,333.75	585,333.75	10,555,000.00
11/01/34			297,703.75	297,703.75	10,260,000.00
05/01/35	295,000.00	5.450%	297,703.75	592,703.75	10,260,000.00
11/01/35			289,665.00	289,665.00	9,950,000.00
05/01/36	310,000.00	5.450%	289,665.00	599,665.00	9,950,000.00
11/01/36			281,217.50	281,217.50	9,620,000.00
05/01/37	330,000.00	5.450%	281,217.50	611,217.50	9,620,000.00
11/01/37			272,225.00	272,225.00	9,270,000.00
05/01/38	350,000.00	5.450%	272,225.00	622,225.00	9,270,000.00
11/01/38			262,687.50	262,687.50	8,900,000.00
05/01/39	370,000.00	5.450%	262,687.50	632,687.50	8,900,000.00
11/01/39			252,605.00	252,605.00	8,510,000.00
05/01/40	390,000.00	5.450%	252,605.00	642,605.00	8,510,000.00
11/01/40			241,977.50	241,977.50	8,100,000.00
05/01/41	410,000.00	5.450%	241,977.50	651,977.50	8,100,000.00
11/01/41			230,805.00	230,805.00	7,665,000.00
05/01/42	435,000.00	5.450%	230,805.00	665,805.00	7,665,000.00
11/01/42			218,951.25	218,951.25	7,205,000.00
05/01/43	460,000.00	5.450%	218,951.25	678,951.25	7,205,000.00
11/01/43			206,416.25	206,416.25	6,720,000.00
05/01/44	485,000.00	5.450%	206,416.25	691,416.25	6,720,000.00
11/01/44			193,200.00	193,200.00	6,210,000.00
05/01/45	510,000.00	5.750%	193,200.00	703,200.00	6,210,000.00
11/01/45			178,537.50	178,537.50	5,670,000.00
05/01/46	540,000.00	5.750%	178,537.50	718,537.50	5,670,000.00
11/01/46			163,012.50	163,012.50	5,095,000.00
05/01/47	575,000.00	5.750%	163,012.50	738,012.50	5,095,000.00
11/01/47			146,481.25	146,481.25	4,485,000.00
05/01/48	610,000.00	5.750%	146,481.25	756,481.25	4,485,000.00

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/48			128,943.75	128,943.75	3,840,000.00
05/01/49	645,000.00	5.750%	128,943.75	773,943.75	3,840,000.00
11/01/49			110,400.00	110,400.00	3,160,000.00
05/01/50	680,000.00	5.750%	110,400.00	790,400.00	3,160,000.00
11/01/50			90,850.00	90,850.00	2,435,000.00
05/01/51	725,000.00	5.750%	90,850.00	815,850.00	2,435,000.00
11/01/51			70,006.25	70,006.25	1,670,000.00
05/01/52	765,000.00	5.750%	70,006.25	835,006.25	1,670,000.00
11/01/52			48,012.50	48,012.50	1,670,000.00
05/01/53	810,000.00	5.750%	48,012.50	858,012.50	860,000.00
11/01/53			24,725.00	24,725.00	860,000.00
05/01/54	860,000.00	5.750%	24,725.00	884,725.00	-
11/01/54			-	-	-
Total	12,640,000.00		13,339,507.50	25,979,507.50	

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll Assessments					
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<u>Traditional Community</u>					
Twin Villas	114	\$ 105.08	\$ 1,332.40	\$ 1,437.48	\$ 1,399.77
Single Family 40'	53	105.08	1,522.74	1,627.82	1,599.74
Single Family 40' - Reduced	25	105.08	1,280.00	1,385.08	n/a
Single Family 50'	84	105.08	1,903.43	2,008.51	1,999.67
Single Family 50' - Reduced	46	105.08	1,600.00	1,705.08	n/a
Single Family 60'	3	105.08	2,284.12	2,389.20	2,399.61
Single Family 60' - Reduced	27	105.08	1,920.00	2,025.08	n/a
Total	352				
 <u>Active Adult Community</u>					
Coach Homes	32	\$ 105.08	\$ 761.37	\$ 866.45	\$ 799.87
Twin Villas	50	105.08	1,332.40	1,437.48	1,399.77
Single Family 40'	73	105.08	1,522.74	1,627.82	1,599.74
Single Family 50'	51	105.08	1,903.43	2,008.51	1,999.67
Total	206				
	1,762				

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Coral Creek Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Charlotte County, Florida, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 29th day of May, 2025.

ATTEST:

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A:

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Country Inn and Suites by Radisson, 24244 Corporate Court, Port Charlotte, Florida 33954</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2025	Regular Meeting	1:00 PM*
November 20, 2025	Regular Meeting	1:00 PM*
December 18, 2025	Regular Meeting	1:00 PM*
January 15, 2026	Regular Meeting	1:00 PM*
February 19, 2026	Regular Meeting	1:00 PM*
March 19, 2026	Regular Meeting	1:00 PM*
April 16, 2026	Regular Meeting	1:00 PM*
May 21, 2026	Regular Meeting	1:00 PM*
June 18, 2026	Regular Meeting	1:00 PM*
July 16, 2026	Regular Meeting	1:00 PM*
August 20, 2026	Regular Meeting	1:00 PM*
September 17, 2026	Regular Meeting	1:00 PM*
<i>*Meetings will convene immediately following the adjournment of the Tuckers Pointe CDD meetings, scheduled to commence at 1:00 PM</i>		
CALL-IN NUMBER: 1-888-354-0094; PARTICIPANT PASSCODE: 229 774 8903		

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Coral Creek Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. RECITALS. The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. APPROVAL OF AGREEMENT. The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

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

PASSED AND ADOPTED this 29th day of May, 2025.

ATTEST:

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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Ron DeSantis, Governor

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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/29/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
COUNTY OF Charlotte

BEFORE ME, the undersigned, personally appeared James McGowan, as Vice President of Burnt Store Developers, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, James McGowan, as Vice President for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Coral Creek Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Heatherwood Construction Company ("**Contractor**"), dated January 14, 2025, including all change orders approved to date, and attached hereto as **Exhibit A**, either
 - a. X was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
 - b. _____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

(iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.

(iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

- (v) The Contractor has:
 - a. X furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or
 - b. _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or
 - c. _____ Developer will furnish a demand note agreement in satisfactory form to the District.

(vi) Developer

- a. X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or
- b. _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.

- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

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

Executed this 28th day of January, 2025.

Burnt Store Developers, LLC

[Signature]
Witness
DORIS NOBLE
Print Name of Witness

[Signature]
By: _____
Name: James McGowan
Its: Vice President

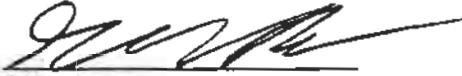
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of January, 2025, by James McGowan, as Vice President of Burnt Store Developers, LLC, who ☒ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public Signature



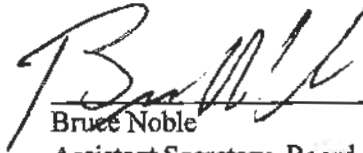
Coral Creek Community Development District



Witness

Garrison Burr

Print Name of Witness



Bruce Noble

Assistant Secretary, Board of Supervisors

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12th day of March, 2025, by Bruce Noble, Assistant Secretary of the Coral Creek Community Development District, who ☒ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)


Notary Public Signature



**EXHIBIT A:
CONSTRUCTION CONTRACT**

AIA® Document A101® – 2017

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

AGREEMENT made as of the Fourteenth day of January in the year Two Thousand Twenty-five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Burnt Store Developers, LLC
7807 Baymeadows Road East, Ste 205
Jacksonville FL 32256

and the Contractor:
(Name, legal status, address and other information)

Heatherwood Construction Company
License Number: CGC055863
8880 Terrene Court
Bonita Springs, FL 34135
Telephone Number: (239) 949-6855
Fax Number: (239) 949-6856

for the following Project:
(Name, location and detailed description)

Turnleaf Entry Monument Sign
Burnt Store Road
Punta Gorda, FL 34108

The Architect:
(Name, legal status, address and other information)

Outside Productions International
5644 Tavilla Circle, Suite 207
Naples, FL 34110
Telephone Number: (239) 390-1334

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

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

☒ Established as follows:

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

14 days from the date of receipt by Contractor of all permits, fully executed, issued by the Authority Having Jurisdiction

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

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

§ 3.3 Substantial Completion

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

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

[X] Not later than One Hundred Fifty (150) calendar days from the date of commencement of the Work.

[] By the following date:

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

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

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Eighty-Eight Thousand Four Hundred Sixty-One Dollars and Forty-four Cents (\$ 688,461.44), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

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

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

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

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

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

See Exhibit C - Clarifications

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages shall be fixed at \$100.00 per business day with a maximum of \$2,500.00. Liquidated damages are not intended to be a penalty against the Contractor but a reasonable estimate of the cost incurred by the Owner for the delay.

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 1st day of a month, the Owner shall make payment of the undisputed amount to the Contractor not later than the 10th day of the Same month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Ten (10) days after the Owner receives the Application for Payment.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Deposits on long lead items, general condition costs and liability insurance.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

10% retainage shall be reduced to 5% at 50% completion of the Work

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

9 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

All work completed to date to be paid in full including full amount of contractor's fee.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Bruce Noble, Development Director
7807 Baymeadows Road East, Ste 205
Jacksonville FL 32256
Mobile Number: (813) 520-8884
Email Address: bnoble@greenpointllc.com

§ 8.3 The Contractor's representative:

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

Ashley Ceglia, Assistant Project Manager
8880 Terrene Court
Bonita Springs, FL 34135
Telephone Number: (239) 949-6855
Mobile Number: (239) 380-2307
Email Address: ANC@heatherwoodconstruction.com

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

In interpreting the Contract Documents, the order of precedence shall be: (i) Change Orders or Modifications to the Contract Documents; (ii) clarifications or other written information contained in the Contract Documents; (iii) Plans with higher or greater detail take precedence; (iv) Plan notes; and (v) Specifications.

Escalations in Material Cost- Increases in material costs incurred by the Contractor from material suppliers, vendors, subcontractors, etc. will be considered a change in the work. Documentation from the source of the increase will be presented as backup for the change order.

Additive change orders will include 10% for the contractor's overhead and 10% for the contractor's markup. Deductive change orders do not include any overhead or markup.

Deposits required for Long Lead Time Items (i.e. utility piping/ structures, concrete, masonry, structural steel, pre-engineered structures, cabinets, windows, doors, roof tiles, specialty products, etc.) are billable on the monthly requisition for the month in which the deposit was made. Retention for deposits will be 0%. These items will be identified on the Contractor's Monthly Schedule of Values for the project.

The Owner is responsible for the purchase of Builder's Risk Insurance for the project. Builder's risk shall be maintained until the project has been completed and turned over to the Owner. In the event of a claim the Owner is responsible for any deductible(s) that may apply to the claim.

Owner shall be responsible for all utilities.

On time payments are paramount to maintaining the Construction Schedule. For each day a payment is received beyond the due date, the contract time will be extended by 1 day. If there are more than 14 days of extension due to late payments, the Contractor will be entitled to a change order increasing his general conditions by the number of late days. General conditions include time related costs only such as but not limited to project management and supervision.

Notwithstanding anything in the Contract Documents to the contrary, any notice, including, but not limited to, notice of any Claim, shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by certified mail return receipt requested, by courier or overnight delivery, or by electronic transmission with proof of delivery.

Contractor shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its Work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by

the United States Centers for Disease Control and Prevention. Contractor shall further be entitled to a change order for any and all time and costs associated with said epidemic(s).

If the performance of all or any part of the Work is suspended, delayed, or interrupted by: (i) a suspension, delay or interruption of the Work by Owner, Owner's separate contractors and/or Architect; (ii) a failure of the Owner or Architect to comply with the Construction Schedule and/or the terms of the Construction Documents; (iii) a change to the Work directed by Owner; or (iv) any other act or omission of the Owner, acts of God, inclement weather, hurricanes, strikes, terrorism, wars, pandemics, availability of labor and materials, or other causes that are recognized as legally supportable grounds for impossibility of performance under the laws of the State of Florida, then the Construction Schedule and Contract Time shall be adjusted, as necessary, to compensate for such delay and an adjustment shall be made to the Contract Sum to cover any increase in the cost of performance of the Work caused by such suspension, delay or interruption, which adjustment shall include, but not limited to, direct expenses incurred by Contractor as a result of the suspension, delay or interruption plus the Contractor's Fee in the amount of _____ (if this is a Cost Plus contract), any additional general conditions costs, costs and fees (including, but not limited to, attorneys' fees).

Upon substantial completion, owner will immediately engage professional and qualified service providers to maintain all components of the project including but not limited to an HVAC mechanical maintenance contractor and a professional landscape maintenance company both providing full services of required and recommended maintenance. Documentation of all maintenance will be kept in a readily accessible location.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

- .5 Drawings

Number	Title	Date
See Exhibit E – Enumeration of Documents		

- .6 Specifications

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

- .7 Addenda, if any:

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

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[] The Sustainability Plan:

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

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

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

Exhibit A – Modified A201-2017 General Conditions
Exhibit B – Heatherwood Insurance Certificate
Exhibit C – Clarifications
Exhibit D – Schedule of Values
Exhibit E – Enumeration of Drawings
Exhibit F – Preliminary Schedule

1. Radon:

RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

The foregoing notice is provided in order to comply with state law and is for informational purposes only. Contractor does not conduct radon testing with respect to the Work and/or the Project, and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection therewith. Owner has had the opportunity to undertake such investigation of environmental conditions as it deems appropriate in Owner's sole discretion and hereby waives and releases any claims Owner might have against Contractor arising out of or in any way connected to such adverse environmental conditions, including, but not limited to, claims for personal injury, property damage or the diminution in value of the Project, and hereby expressly releases and indemnifies Contractor from and against any and all liability for or associated with any such adverse environmental conditions and agrees to defend Contractor against same.

2. Mold:

MOLD AND WAIVER OF ENVIRONMENTAL CONDITIONS. MOLD IS A NATURALLY OCCURRING GROWTH THAT MAY HAVE ADVERSE HEALTH CONSEQUENCES AND WHICH REQUIRES CERTAIN PREVENTATIVE AND PROPER MAINTENANCE ACTIONS BY THE OWNER. ACCORDINGLY, CONTRACTOR ASSUMES NO LIABILITY WHATSOEVER FROM ANY HARM TO INDIVIDUALS AND/OR DAMAGES TO PROPERTY ARISING AS A RESULT OF MOLD. Owner acknowledges and agrees that: (a) the Project and the Work may be exposed to adverse environmental conditions, including, but not limited to, mold,

mildew, fungus, spores or other potential toxins and other naturally occurring or manmade contaminants which may cause allergic or other bodily reactions; (b) such adverse environmental conditions might not be discoverable even in the exercise of reasonable due diligence; (c) Contractor has made no representations or warranties regarding either the presence or absence of such adverse environmental conditions; (d) Owner should consult his or her physician to determine which mold, mildew, fungus, spores or chemicals may adversely affect Owner; and (e) Owner has had the opportunity to undertake such investigation of environmental conditions as Owner deems appropriate in Owner's sole discretion and hereby waives and releases any claims it might have against Contractor arising out of or in any way connected to such adverse environmental conditions, including, but not limited to, claims for personal injury, property damage or the diminution in value of the Project, and hereby expressly releases and indemnifies Contractor from any and all liability for or associated with any such adverse environmental conditions and agrees to defend Contractor against same. If mold, algae or fungus is discovered during the job and requires identification and/or remediation, then, unless caused by the Contractor, the Owner shall be wholly responsible for any costs of remediation associated therewith and costs due to delays, damage to materials, re-mobilization or interference with performance of the Work, and the Contract Time and Contract Sum shall be adjusted accordingly

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

OWNER *(Signature)*

Bruce Noble, Development Director
(Printed name and title)

CONTRACTOR *(Signature)*

Walter M. Crawford, IV, President
(Printed name and title)

Additions and Deletions Report for

AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:18:53 ET on 01/15/2025.

PAGE 1

AGREEMENT made as of the Fourteenth day of January in the year Two Thousand Twenty-five

...

Burnt Store Developers, LLC
7807 Baymeadows Road East, Ste 205
Jacksonville FL 32256

...

Heatherwood Construction Company
License Number: CGC055863
8880 Terrene Court
Bonita Springs, FL 34135
Telephone Number: (239) 949-6855
Fax Number: (239) 949-6856

...

Turnleaf Entry Monument Sign
Burnt Store Road
Punta Gorda, FL 34108

...

Outside Productions International
5644 Tavilla Circle, Suite 207
Naples, FL 34110
Telephone Number: (239) 390-1334
PAGE 2

☒ Established as follows:

...

14 days from the date of receipt by Contractor of all permits, fully executed, issued by the Authority
Having Jurisdiction

PAGE 3

☒ Not later than One Hundred Fifty (150) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Eighty-Eight Thousand Four Hundred Sixty-One Dollars and Forty-four Cents (\$ 688,461.44), subject to additions and deductions as provided in the Contract Documents.

...

See Exhibit C - Clarifications

...

Liquidated Damages shall be fixed at \$100.00 per business day with a maximum of \$2,500.00. Liquidated damages are not intended to be a penalty against the Contractor but a reasonable estimate of the cost incurred by the Owner for the delay.

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§ 5.1.3 Provided that an Application for Payment is received by the ~~Architect~~ Owner not later than the 1st day of a month, the Owner shall make payment of the undisputed amount ~~certified to the Contractor~~ not later than the 10th day of the Same month. If an Application for Payment is received by the ~~Architect~~ Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Ten (10) days after the ~~Architect~~ Owner receives the Application for Payment.

...

Ten Percent (10%)

PAGE 5

Deposits on long lead items, general condition costs and liability insurance.

...

10% retainage shall be reduced to 5% at 50% completion of the Work

...

9 % per annum

PAGE 6

[☒] Litigation in a court of competent jurisdiction

...

All work completed to date to be paid in full including full amount of contractor's fee.

...

Bruce Noble, Development Director
7807 Baymeadows Road East, Ste 205
Jacksonville FL 32256
Mobile Number: (813) 520-8884
Email Address: bnoble@greenpointllc.com

...

Ashley Ceglia, Assistant Project Manager
8880 Terrene Court

Bonita Springs, FL 34135
Telephone Number: (239) 949-6855
Mobile Number: (239) 380-2307
Email Address: ANC@heatherwoodconstruction.com
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In interpreting the Contract Documents, the order of precedence shall be: (i) Change Orders or Modifications to the Contract Documents; (ii) clarifications or other written information contained in the Contract Documents; (iii) Plans with higher or greater detail take precedence; (iv) Plan notes; and (v) Specifications.

Escalations in Material Cost- Increases in material costs incurred by the Contractor from material suppliers, vendors, subcontractors, etc. will be considered a change in the work. Documentation from the source of the increase will be presented as backup for the change order.

Additive change orders will include 10% for the contractor's overhead and 10% for the contractor's markup. Deductive change orders do not include any overhead or markup.

Deposits required for Long Lead Time Items (i.e. utility piping, structures, concrete, masonry, structural steel, pre-engineered structures, cabinets, windows, doors, roof tiles, specialty products, etc.) are billable on the monthly requisition for the month in which the deposit was made. Retention for deposits will be 0%. These items will be identified on the Contractor's Monthly Schedule of Values for the project.

The Owner is responsible for the purchase of Builder's Risk Insurance for the project. Builder's risk shall be maintained until the project has been completed and turned over to the Owner. In the event of a claim the Owner is responsible for any deductible(s) that may apply to the claim.

Owner shall be responsible for all utilities.

On time payments are paramount to maintaining the Construction Schedule. For each day a payment is received beyond the due date, the contract time will be extended by 1 day. If there are more than 14 days of extension due to late payments, the Contractor will be entitled to a change order increasing his general conditions by the number of late days. General conditions include time related costs only such as but not limited to project management and supervision.

Notwithstanding anything in the Contract Documents to the contrary, any notice, including, but not limited to, notice of any Claim, shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by certified mail return receipt requested, by courier or overnight delivery, or by electronic transmission with proof of delivery.

Contractor shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its Work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. Contractor shall further be entitled to a change order for any and all time and costs associated with said epidemic(s).

If the performance of all or any part of the Work is suspended, delayed, or interrupted by: (i) a suspension, delay or interruption of the Work by Owner, Owner's separate contractors and/or Architect; (ii) a failure of the Owner or Architect to comply with the Construction Schedule and/or the terms of the Construction Documents; (iii) a change to the Work directed by Owner; or (iv) any other act or omission of the Owner, acts of God, inclement weather, hurricanes, strikes, terrorism, wars, pandemics, availability of labor and materials, or other causes that are recognized as legally supportable grounds for impossibility of performance under the laws of the State of Florida, then the Construction Schedule and Contract Time shall be adjusted, as necessary, to compensate for such delay and an adjustment shall be made to the Contract Sum to cover any increase in the cost of performance of the Work caused by such suspension, delay or interruption, which adjustment shall include, but not limited to, direct expenses incurred by Contractor as a result of the suspension, delay or interruption plus the Contractor's Fee in the amount of _____ (if this is a Cost Plus contract), any additional general conditions costs, costs and fees (including, but not limited to, attorneys' fees).

Upon substantial completion, owner will immediately engage professional and qualified service providers to maintain all components of the project including but not limited to an HVAC mechanical maintenance contractor and a professional landscape maintenance company both providing full services of required and recommended maintenance. Documentation of all maintenance will be kept in a readily accessible location.

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See Exhibit E – Enumeration of Documents

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Exhibit A – Modified A201-2017 General Conditions
Exhibit B – Heatherwood Insurance Certificate
Exhibit C – Clarifications
Exhibit D – Schedule of Values
Exhibit E – Enumeration of Drawings
Exhibit F – Preliminary Schedule

1. Radon:

RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

The foregoing notice is provided in order to comply with state law and is for informational purposes only. Contractor does not conduct radon testing with respect to the Work and/or the Project, and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection therewith. Owner has had the opportunity to undertake such investigation of environmental conditions as it deems appropriate in Owner's sole discretion and hereby waives and releases any claims Owner might have against Contractor arising out of or in any way connected to such adverse environmental conditions, including, but not limited to, claims for personal injury, property damage or the diminution in value of the Project, and hereby expressly releases and indemnifies Contractor from and against any and all liability for or associated with any such adverse environmental conditions and agrees to defend Contractor against same.

2. Mold:

MOLD AND WAIVER OF ENVIRONMENTAL CONDITIONS. MOLD IS A NATURALLY OCCURRING GROWTH THAT MAY HAVE ADVERSE HEALTH CONSEQUENCES AND WHICH REQUIRES CERTAIN PREVENTATIVE AND PROPER MAINTENANCE ACTIONS BY THE OWNER. ACCORDINGLY, CONTRACTOR ASSUMES NO LIABILITY WHATSOEVER FROM ANY HARM TO INDIVIDUALS AND/OR DAMAGES TO PROPERTY ARISING AS A RESULT OF MOLD. Owner acknowledges and agrees that: (a) the Project and the Work may be exposed to adverse environmental conditions, including, but not limited to, mold, mildew, fungus, spores or other potential toxins and other naturally occurring or manmade contaminants which may cause allergic or other bodily reactions; (b) such adverse environmental conditions might not be discoverable even in the exercise of reasonable due diligence; (c) Contractor has made no representations or warranties regarding either the presence or absence of such adverse environmental conditions; (d) Owner should consult his or her physician to determine which mold, mildew, fungus, spores or chemicals may adversely affect Owner; and (e) Owner has had the opportunity to undertake such investigation of environmental conditions as Owner deems appropriate in Owner's sole discretion and hereby waives and releases any claims it might have against Contractor arising out of or in any way connected to such adverse environmental conditions, including, but not limited to, claims for personal injury, property damage or the diminution in value of the Project, and hereby expressly releases and indemnifies Contractor from any and all liability for or associated with any such adverse environmental conditions and agrees to defend Contractor against same. If mold, algae or fungus is discovered during the job and requires identification and/or remediation,

then, unless caused by the Contractor, the Owner shall be wholly responsible for any costs of remediation associated therewith and costs due to delays, damage to materials, re-mobilization or interference with performance of the Work, and the Contract Time and Contract Sum shall be adjusted accordingly

PAGE 10

Bruce Noble, Development Director

Walter M. Crawford, IV, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Walter M Crawford, IV, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:18:53 ET on 01/15/2025 under Order No. 4104248483 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Turnleaf Entry Monument Sign
Burnt Store Road
Punta Gorda, FL 34108

THE OWNER:

(Name, legal status and address)

Burnt Store Developers, LLC
7807 Baymeadows Road East, Ste 205
Jacksonville FL 32256

THE ARCHITECT:

(Name, legal status and address)

Outside Productions International
5644 Tavilla Circle, Suite 207
Naples, FL 34110

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**

ADDITIONS AND DELETIONS:

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

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

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

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15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

§ 1.6.1 Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by certified mail return receipt requested, by Federal Express or other reputable overnight delivery company, by courier, or by electronic transmission with proof of delivery.

§ 1.6.2 Intentionally Omitted.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

If, after ten (10) days' written notice from Owner, the Contractor fails to commence and continue correction of Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 with diligence or promptness or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. Notwithstanding the above, the parties acknowledge and agree that Contractor is not a design professional, that Contractor shall not be liable or responsible for any design defect associated with the Plans, Specifications or Drawings, and that Owner indemnifies, defends and holds Contractor harmless from any claims or damages arising therefrom.

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

§ 3.7.4 Concealed or Unknown Conditions

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

shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not

be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, upon 48-hours' notice and without timely cure, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor for the reasonable costs of same.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. However, the Owner indemnifies and holds Contractor harmless from any damage or injury (including, but not limited to, bodily injury and/or property damage) that may result from such access, and shall defend Contractor from any claims resulting from same.

§ 3.17 Royalties, Patents and Copyrights

The Owner shall pay all royalties and license fees. The Owner shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Contractor harmless from loss on account thereof. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract

agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract and Contractor shall be released therefrom from and after the date of the assignment.

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time resulting from the minor change.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries or material or labor unavailability (including those related to pandemics), unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control (including, but not limited to, any delays caused by COVID-19 or any pandemic); (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Sum and Contract Time shall be adjusted/extended proportionately.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect reasonably require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers who have filed a Notice to Owner through the date of the previous Application for Payment, and shall reflect retainage if provided for in the Contract Documents.

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

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

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the

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

§ 9.5 Decisions to Withhold Certification

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

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier, pertaining to the Work. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the date defined in the Agreement.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and

insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations pertaining to the Work, such as receipts and releases and waivers of liens (in the form set forth under Fla. Stat. ch. 713), to the extent as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, hearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Separate Contractors, or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's or a Separate Contractor's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, Architect or a Separate Contractor, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual

cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation and, if necessary, shall provide this waiver of subrogation by endorsement. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. Venue for any disputes arising from the Contract and/or relating to the Work shall lie exclusively in Collier County, Florida. If either party is required to commence a lawsuit to enforce the terms of the Contract, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and expenses, including, without limitation, attorneys' fees, all through any level of appeal.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency or national pandemic, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the

Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice and without timely cure, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment and tools, but not construction equipment and machinery, at the project owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed and overhead and profit thereon; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential, Punitive, Special and Incidental Damages

The Contractor and Owner waive Claims against each other for consequential, punitive, special and incidental damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential, punitive, special and incidental damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision and the initial decision shall be final and binding on the parties.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201® – 2017

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PAGE 1

Turnleaf Entry Monument Sign
Burnt Store Road
Punta Gorda, FL 34108

...

Burnt Store Developers, LLC
7807 Baymeadows Road East, Ste 205
Jacksonville FL 32256

...

Outside Productions International
5644 Tavilla Circle, Suite 207
Naples, FL 34110

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ARTICLE 1 GENERAL PROVISIONS

...

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

...

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

however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

...

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

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

...

§ 1.6.1 ~~Except as otherwise provided in Section 1.6.2, where~~ Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by ~~mail, certified mail return receipt requested, by Federal Express or other reputable overnight delivery company,~~ by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement, with proof of delivery.

...

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

...

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

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Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

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

PAGE 13

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

...

~~If the Contractor fails to correct.~~ If, after ten (10) days' written notice from Owner, the Contractor fails to commence and continue correction of Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 with diligence or promptness or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

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§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. Notwithstanding the above, the parties acknowledge and agree that Contractor is not a design professional, that Contractor shall not be liable or responsible for any design defect associated with the Plans, Specifications or Drawings, and that Owner indemnifies, defends and holds Contractor harmless from any claims or damages arising therefrom.

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§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, upon 48-hours' notice and without timely cure, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor. ~~Contractor for the reasonable costs of same.~~

...

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. However, the Owner indemnifies and holds Contractor harmless from any damage or injury (including, but not limited to, bodily injury and/or property damage) that may result from such access, and shall defend Contractor from any claims resulting from same.

...

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

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

PAGE 22

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the ~~subcontract~~. subcontract and Contractor shall be released therefrom from and after the date of the assignment.

PAGE 23

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not ~~apparent~~. apparent and/or are latent in nature.

...

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

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

PAGE 25

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract ~~Time~~. Time resulting from the minor change.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in ~~deliveries~~, deliveries or material or labor unavailability (including those related to pandemics), unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's ~~control~~, control (including, but not limited to, any delays caused by COVID-19 or any pandemic); (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the ~~Contract Time shall be extended for such reasonable time as the Architect may determine~~. Contract Sum and Contract Time shall be adjusted/extended proportionately.

PAGE 26

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to

the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, reasonably required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may reasonably require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

...

§ 9.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect reasonably require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and ~~suppliers~~, suppliers who have filed a Notice to Owner through the date of the previous Application for Payment, and shall reflect retainage if provided for in the Contract Documents.

PAGE 28

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any ~~tier-tier~~, pertaining to the Work. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

...

§ 9.8.1 Substantial Completion is the ~~stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, date defined in the Agreement.~~

PAGE 29

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of ~~obligations, obligations pertaining to the Work, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form of liens (in the form set forth under Fla. Stat. ch. 713), to the extent as may be designated by the Owner.~~ Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

PAGE 30

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under

Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the ~~Owner-Owner, Separate Contractors,~~ or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

PAGE 31

§ 10.3.3 To the fullest extent permitted by law, the Owner shall ~~indemnify~~ indemnify, defend and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

...

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's or a Separate Contractor's fault or negligence.

PAGE 32

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, Architect or a Separate Contractor, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

PAGE 33

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. subrogation and, if necessary, shall provide this waiver of subrogation by endorsement. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

PAGE 35

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. Venue for any disputes arising from the Contract and/or relating to the Work shall lie exclusively in Collier County, Florida. If either party is required to commence a lawsuit to enforce the

terms of the Contract, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and expenses, including, without limitation, attorneys' fees, all through any level of appeal.

PAGE 36

- .2 An act of government, such as a declaration of national ~~emergency, emergency or national pandemic,~~ that requires all Work to be stopped;

PAGE 37

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' ~~notice, notice and without timely cure,~~ terminate employment of the Contractor and may, subject to any prior rights of the surety;

...

- .1 Exclude the Contractor from the site and take possession of all materials, ~~equipment, tools, and construction equipment and machinery thereon~~ equipment and tools, but not construction equipment and machinery, at the project owned by the Contractor;

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid ~~balance, balance of the Contract Sum,~~ the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed; executed and overhead and profit thereon;~~ costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

PAGE 38

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be ~~given before proceeding to execute the portion of the Work that is the subject of the Claim, given.~~ Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

...

§ 15.1.7 Waiver of Claims for ~~Consequential~~ Consequential, Punitive, Special and Incidental Damages

...

The Contractor and Owner waive Claims against each other for ~~consequential-consequential, punitive, special and incidental~~ damages arising out of or relating to this Contract. This mutual waiver includes

...

This mutual waiver is applicable, without limitation, to all ~~consequential-consequential, punitive, special and incidental~~ damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. ~~The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

...

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. decision and the initial decision shall be final and binding on the parties.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Walter M Crawford, IV, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:19:09 ET on 01/15/2025 under Order No. 4104248483 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2024

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

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

PRODUCER Marsh & McLennan Agency Bouchard Region 101 N. Starcrest Drive Clearwater FL 33765	CONTACT NAME: PHONE (A/C, No, Ext): 727-447-6481 E-MAIL ADDRESS: certificates@bouchardinsurance.com FAX (A/C, No): 727-449-1267
INSURED Heatherwood Construction Company 8880 Terrene Ct Bonita Springs FL 34135	HEATHERW2 INSURER(S) AFFORDING COVERAGE INSURER A: American Builders Insurance Company INSURER B: Amerisure Insurance Company INSURER C: Amerisure Mutual Insurance Company INSURER D: Evanston Insurance Company INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 553369884 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 2,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CPP21251870	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	CA212518600	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	CU212519100	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV016560510	2/1/2024	2/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Leased/Rented Equipment Pollution+Professional Liability	Y	Y	CPP212518700 MMAENV004138	2/1/2024 2/1/2024	2/1/2025 2/1/2025	\$50,000 \$1,000,000 Each Occ \$2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTICE:

If required by written contract, Certificate Holder is an additional insured with respect to General Liability, Umbrella Liability and Auto Liability, subject to the terms, conditions and exclusions of the policies.

Coverage with respect to General Liability and Auto Liability is primary and noncontributory.

When required by written contract, waiver of subrogation applies in favor of Certificate Holder with respect to General Liability, Auto Liability, Umbrella Liability and Workers Compensation, subject to the terms, conditions and exclusions of the policy.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Burnt Store Developers, LLC
/o GreenPointe Developers, LLC
7807 Baymeadows Road East | Ste 205
Jacksonville FL 32256

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jack George

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Marsh & McLennan Agency		NAMED INSURED Heatherwood Construction Company 8880 Terrene Ct Bonita Springs FL 34135
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

30 Day Notice of Cancellation applies with respect to General Liability, Auto Liability and Umbrella Liability.

Umbrella Liability is Follow Form over General Liability, Auto Liability & Employers Liability, subjects to the terms and conditions.



HEATHERWOOD
CONSTRUCTION

Exhibit C – Clarifications

Clarifications:

- Builder's Risk Insurance by Owner
- Impact, Utility, and Permit Fees by Owner
- Dewatering Not Included
- Underground Utilities Not Included
- Sitework Not Included
- Pavers Not Included
- Street Lighting Not Included
- Temp Electric & Water Not Included
- Lake Fountain & Pontoon Floater by Owner
- Allowances
 - Survey - \$7,500
 - Testing - \$2,500
 - Caulking - \$750

Job Name: Turnleaf Entry Monument Sign
Exhibit D - Schedule of Values

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Total Comp.	%	Balance	Retained
Project Supervision	87,700.00		87,700.00					87,700.00	
General Requirements	14,705.00		14,705.00					14,705.00	
Mobilization and Insurance	14,034.61		14,034.61					14,034.61	
Survey Allowance	7,500.00		7,500.00					7,500.00	
Irrigation	151,500.00		151,500.00					151,500.00	
Landscaping	158,000.00		158,000.00					158,000.00	
Soil Treatment	3,800.00		3,800.00					3,800.00	
Silt Fence	3,150.00		3,150.00					3,150.00	
MOT	1,500.00		1,500.00					1,500.00	
Testing	2,500.00		2,500.00					2,500.00	
Structural Concrete	83,450.00		83,450.00					83,450.00	
Decorative Pylon - Limestone Cap	1,960.00		1,960.00					1,960.00	
Precast Cap Seal w/ epoxy adhesi	770.00		770.00					770.00	
Precast Wall Cap - Mortar to sign	11,250.00		11,250.00					11,250.00	
Carpentry & Millwork	3,881.00		3,881.00					3,881.00	
Caulking Allowance	750.00		750.00					750.00	
Wood Cladding	4,784.00		4,784.00					4,784.00	
Stucco Finish	16,997.25		16,997.25					16,997.25	
Paint	9,212.25		9,212.25					9,212.25	
2 Sets Halo-Lit Channel Letters	14,697.64		14,697.64					14,697.64	
Permit/Engineering	1,600.00		1,600.00					1,600.00	
Electrical Service for Monument	44,200.00		44,200.00					44,200.00	
Lighting	9,212.00		9,212.00					9,212.00	
GC Markup	41,307.69		41,307.69					41,307.69	
Totals:	688,461.44		688,461.44					688,461.44	

PUNTA GORDA, CHARLOTTE COUNTY, FLORIDA 34108

OUTSIDE PRODUCTIONS INTERNATIONAL



SHEET NUMBER: CO

NOTICE: ALL DRAWING DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, AND LA APPROVED SHOP DRAWINGS MUST BE OBTAINED PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION.

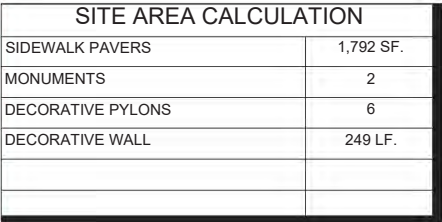
TURNLEAF MAIN ENTRANCE PLAN

NOTE: BASE DATA COLLECTED FROM MULTIPLE SOURCES.
CONTRACTOR TO VERIFY ALL EXISTING FIELD CONDITIONS PRIOR
TO ORDERING, MANUFACTURING, AND CONSTRUCTION.

LS1

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MONUMENT ENTRANCE LAYOUT



**TURNLEAF
MONUMENTS**

**PART OF SECTION 4 & 9
TOWNSHIP 42 SOUTH, RANGE 23
CHARLOTTE COUNTY, FLORIDA**

**CLIENT:
BURNT STORE
DEVELOPMENT**



W. PATRICK TREFZ, ASLA
LANDSCAPE ARCHITECT #1481

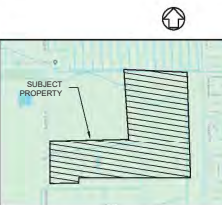
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CONSULTANTS:

CIVIL ENGINEER
BARRACO AND ASSOCIATES, INC.
2271 MCGREGOR BOULEVARD, SUITE 100
FORT MYERS, FL 33901

STRUCTURAL ENGINEER
GRONIN ENGINEERING
6627 WILLOW PARK DRIVE SUITE 201
NAPLES, FLORIDA 34109

TREBILCOCK CONSULTING SOLUTIONS, PA
ELECTRICAL ENGINEER
2800 DAVIS BOULEVARD, SUITE 200
NAPLES, FLORIDA 34104

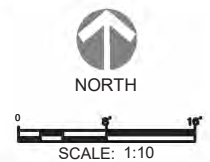


SITE LOCATION MAP

[illegible]

Date: 09-16-24	Designed By: OPI
Date: 09-16-24	Drawn By: OPI

PERMIT DRAWING SET



JOB NUMBER: 106-23

SHEET TITLE:
HARDSCAPE DIMENSIONS
AND MATERIALS PLAN

SHEET NUMBER:

LS2

Z:\Projects\2023\101-150\106-23 Turnleaf Monuments\Construction Drawings\106-23_OPI_LS.dwg 9/16/2024 5:06 PM by yenisey

18'-0"

13'-10 $\frac{5}{16}$ "

2'-9"

1'-7 $\frac{1}{8}$ "

8'-0"

4'-0 $\frac{1}{8}$ "

6"

1'-7 $\frac{7}{8}$ "

LIMESTONE CLADDING
COLOR TBS.

3D ACRYLIC BACK
ILLUMINATED LOGO & LETTERS,
FIELD MEASURE, PROVIDE FULL
MOCKUP, AND LETTER SAMPLES FOR
APPROVAL
MATCH COLOR OF LOGO.

1"X6" WOOD PANEL
TONGUE AND GROOVE JOINT
COLOR: REDWOOD
PROVIDE SAMPLE FOR APPROVAL

CONCRETE BASE
SMOOTH STUCCO FINISH
COLOR TBS

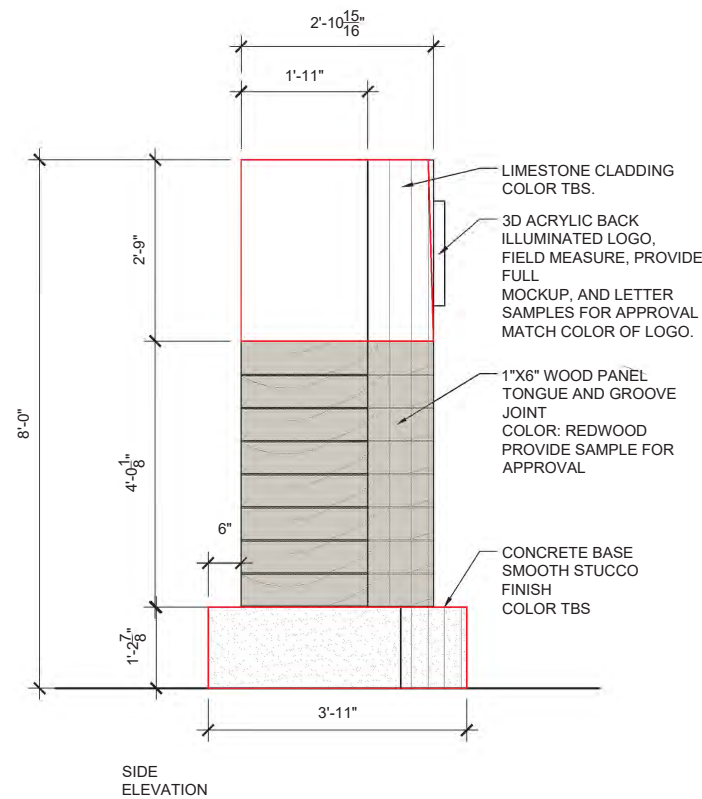
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FIELD MEASURE - PROVIDE FULL MOCK-UP

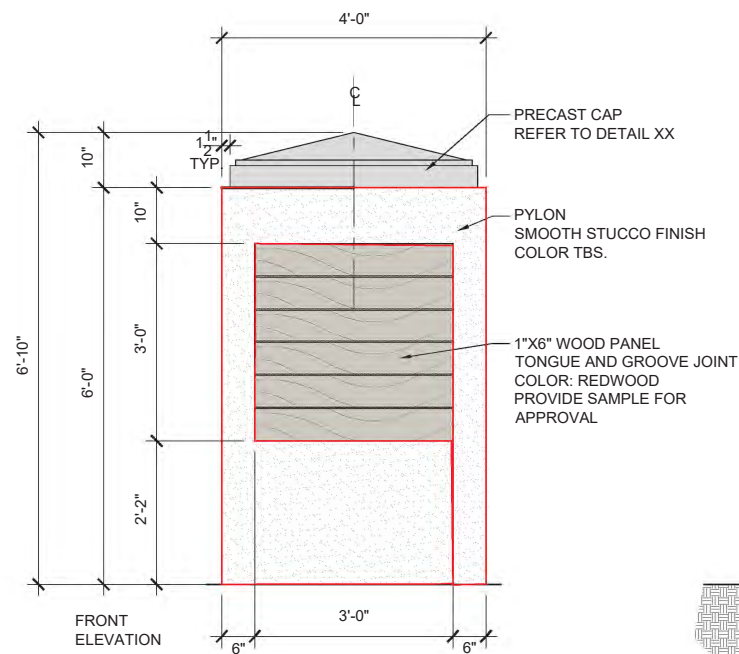
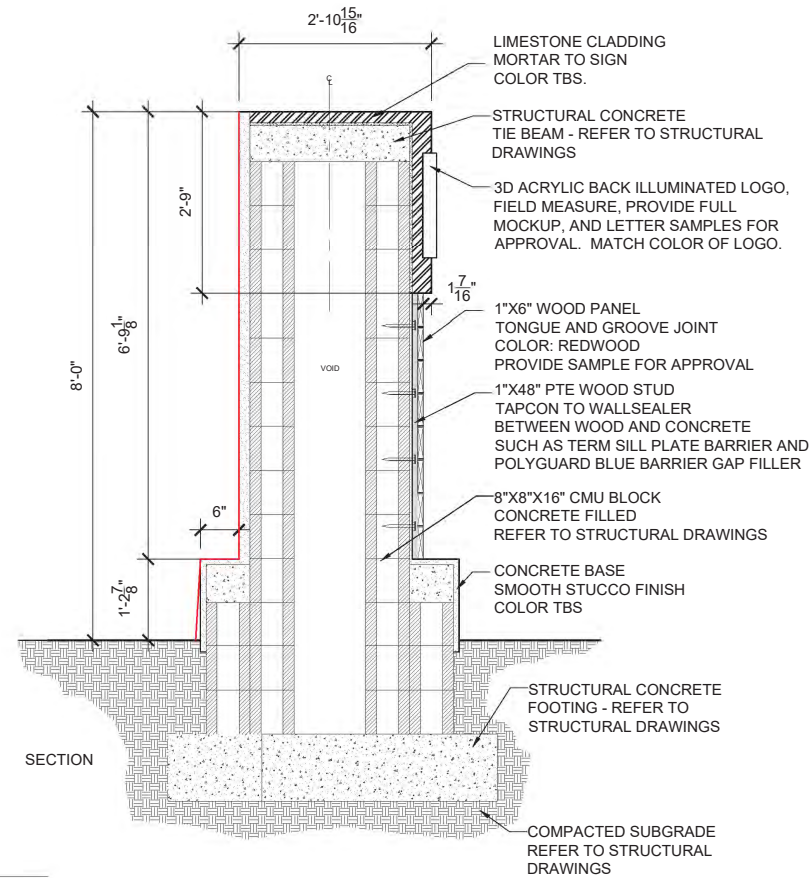
 TURNLEAF

LD1

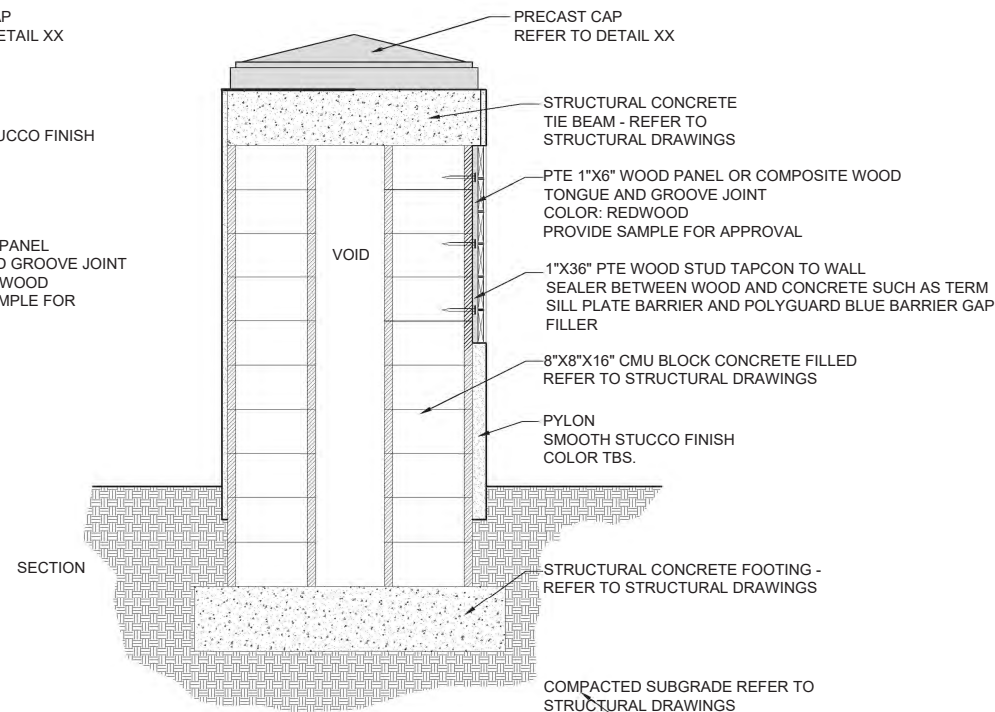
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1	MONUMENT SIGN
LD2	SCALE: 3/4" = 1'-0"
	FILE NAME (DT-DESCRIPTION.DWG)



2	DECORATIVE PYLON
LD2	SCALE: 3/4" = 1'-0"
	FILE NAME: (BY DESCRIPTION DWG)



TURNLEAF
MONUMENTS

PART OF SECTION 4 & 9
TOWNSHIP 42 SOUTH, RANGE 23
CHARLOTTE COUNTY, FLORIDA

CLIENT:
BURNT STORE
DEVELOPMENT



OUTSIDE PRODUCTIONS
international
THE ART & SCIENCE OF OUTDOOR LIVING

5644 TAVILLA CIRCLE SUITE 207
NAPLES, FLORIDA 34110
239-390-1334
www.opidesign.net

W. PATRICK TREFZ, ASLA
LANDSCAPE ARCHITECT #1481

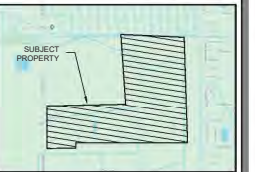
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CONSULTANTS:

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FORT MYERS, FL 33901

STRUCTURAL ENGINEER
CRONIN ENGINEERING
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NAPLES, FLORIDA 34109

SILCOCK CONSULTING SOLUTIONS, PA
ELECTRICAL ENGINEER
1800 DAVIS BOULEVAD, SUITE 200
NAPLES, FLORIDA 34104



SITE LOCATION MAP

[illegible]

ate: 09-16-24	Designed By: OPI
ate: 09-16-24	Drawn By: OPI

PERMIT DRAWING SET



NORTH

SCALE: AS SHOWN

MONUMENT SIGN DETAILS

ET NUMBER:

LD2

Z:\Projects\2023\101-150\106-23 Turnleaf Monuments\Construction Drawings\106-23_OPL_LD.dwg 9/16/2024 5:06 PM by yenisey

10"

4"

5'-2 1/2"

4'-10 1/2"

1"

PRECAST CAP
MORTAR TO SIGN
REFER TO DETAIL
COLOR TBS.

VOID
STRUCTURAL CONCRETE
TIE BEAM - REFER TO
STRUCTURAL DRAWINGS

8"x8"x16" CMU BLOCK
CONCRETE FILLED
REFER TO STRUCTURAL
DRAWINGS

CONCRETE BASE
SMOOTH STUCCO FINISH
COLOR TBS

SECTION

COMPACTED SUBGRADE
REFER TO STRUCTURAL
DRAWINGS

STRUCTURAL CONCRETE
FOOTING - REFER TO
STRUCTURAL DRAWINGS

11"

4"

1 1/2"

3 1/2"

1 1/2"

1/2"

PRECAST CAP
SMOOTH FINISH
COLOR TBS.

The image contains two technical drawings of a pylon cap:

- PLAN View:** A top-down view of the square cap. It shows an outer square with a total width of 4'-0" and a total height of 4'-0". The inner square, which is the cap itself, has a width of 3'-9" and a height of 3'-9". The cap is divided into four triangular sections by two diagonal lines. The cap is labeled "PRECAST CAP COLOR TBS". The pylon below is labeled "PYLON BELOW".
- SECTION View:** A side view of the cap. It shows the cap's profile, which is a trapezoid. The total width of the cap is 3'-9", and the total height is 10". The cap is divided into two sections: a top section with a height of 5" and a bottom section with a height of 4". The cap is labeled "PRECAST CAP SEAL WITH EPOXY ADHESIVE COLOR TBS". The pylon below is labeled "PYLON".

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**TURNLEAF
MONUMENTS**

PART OF SECTION 4 & 9
TOWNSHIP 42 SOUTH, RANGE 23
CHARLOTTE COUNTY, FLORIDA

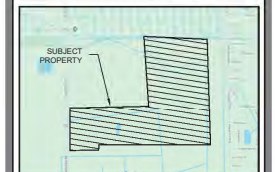
CLIENT:
**BURNT STORE
DEVELOPMENT**



W. PATRICK TREFZ, ASLA
LANDSCAPE ARCHITECT #1481

CONSULTANTS:

TREBILCOCK CONSULTING SOLUTIONS, PA
ELECTRICAL ENGINEER
2800 DAVIS BOULEVAD, SUITE 200
NAPLES, FLORIDA 34104



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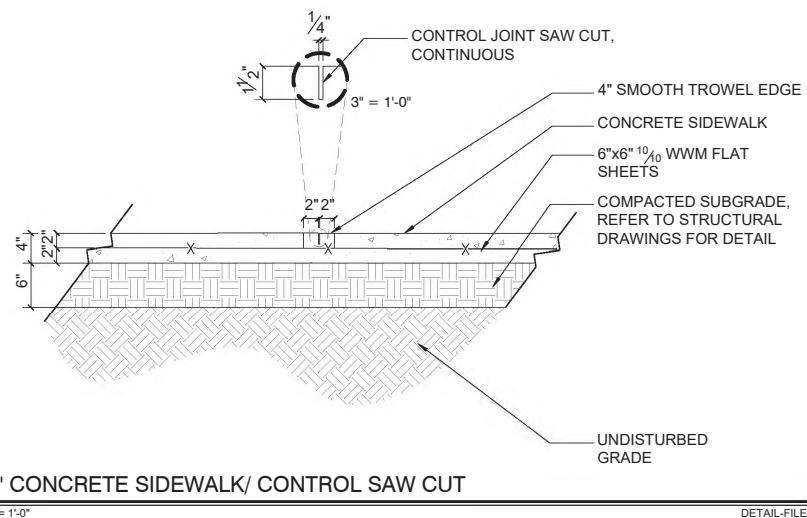
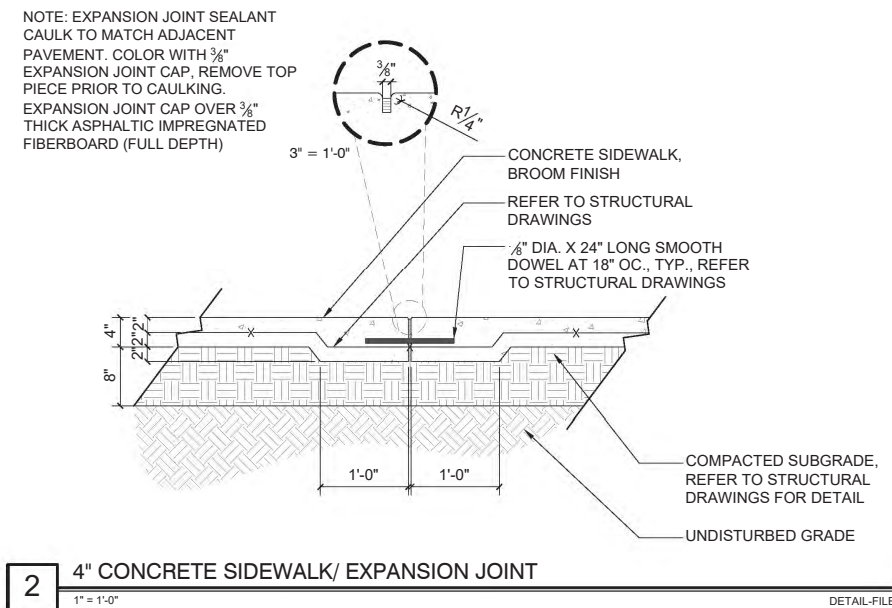


JOB NUMBER: 106-23

SHEET TITLE:

TYPICAL DETAILS

SHEET NUMBER:
LD4

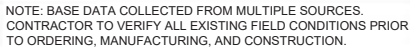


Airmax LakeSeries 5 HP Fountain Shown With a Gusher Spray Pattern Nozzle

LakeSeries - 5 HP

4	LAKE JET FOUNTAIN: AIRMAX LAKE SERIES 5HP WITH GUSHER SPRAY PATTERN NOZZLE
	OR EQUAL

BURNT STORE ROAD

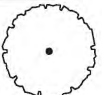
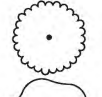
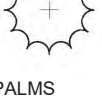
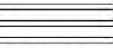
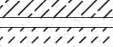
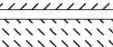
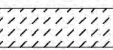
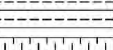


LP1

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PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPECIFICATION	SPACING	NATIVE	CALIPER	DETAIL	REMARKS
TREES											
	BS	17	Bursera simaruba	Gumbo Limbo	65 GALLON	14' HT. - 16' HT., 7' SPR.		Y	5"		FLORIDA NUMBER ONE, FULL
	CS	4	Conocarpus erectus f. sericeus	Silver Buttonwood	25 GALLON	10' HT. X 4' SPR.		Y	1.75"		FLORIDA NUMBER ONE, SINGLE STRAIGHT TRUNK, FULL
	MF	8	Myrcianthes fragrans	Simpson's Stopper	FIELD GROWN				2"		FLORIDA NUMBER ONE, FLL
	WB	3	Wodyetia bifurcata	Foxtail Palm	FIELD GROWN	10' GW.		N			FLORIDA NUMBER ONE, SINGLE STRAIGHT TRUNK, FULL
PALMS											
	CN	7	Cocos nucifera 'Green Malayan'	Green Malayan Coconut Palm	FIELD GROWN	8',12', 16' GW.		N			FLORIDA NUMBER ONE, FULL
	RE	17	Roystonea elata	Florida Royal Palm	FIELD GROWN	12' GW		Y			SINGLE STRAIGHT TRUNK, FULL
	SP	5	Sabal palmetto	Cabbage Palmetto	FIELD GROWN	12' , 14', 16', 18', 20' HT.		Y			FLORIDA NUMBER ONE, FULL
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPECIFICATION	SPACING	NATIVE			REMARKS
SHRUB AREAS											
	ASD	212	Asparagus densiflorus 'Myers'	Myers Asparagus Fern	3 GALLON	18" HT. X 24" SPR.	24" OC.	NO			FULL
	BOU	116	Bougainvillea glabra 'Helen Johnson'	Dwarf Bougainvillea	3 GALLON	18" HT. X 18" SPR.	24" OC.	NO			FULL
	BF	59	Bulbine frutescens 'Orange'	Orange Bulbine	3 GALLON	18" HT. X 18" SPR.	18"OC.	NO			FULL
	CHH	36	Chrysobalanus icaco 'Horizontalis'	Horizontal Coco Plum	3 GALLON	24" HT. X 24" SPR.	30" OC.	YES			FULL
	COU	235	Coccoloba uvifera	Sea Grape	3 GALLON	24" HT. X 24" SPR.	36" O/C	YES			FULL
	COE	91	Conocarpus erectus	Buttonwood	3 GALLON	24" HT. X 24" SPR.	30" OC.	YES			FULL
	HAP	547	Hamelia patens	Firebush	3 GALLON	24" HT. X 24" SPR.	30" OC.	YES			FULL
	IXT	266	Ixora taiwanensis 'Red Dwarf'	Red Dwarf Ixora	3 GALLON	18" HT. X 18" SPR.	24" OC.	NO			FULL
	MUC	118	Muhlenbergia capillaris	Pink Muhly Grass	3 GALLON	24" HT. X 24" SPR.	30" OC.	YES			FULL
	PEL	556	Pentas lanceolata 'Butterfly Deep Pink'	Butterfly Deep Pink Star Cluster	1 GALLON	12"X12"	12" OC	NO			FULL, SEASONAL COLOR, CHANGE AS NEEDED
	PEL	220	Pentas lanceolata 'Butterfly Deep Pink'	Butterfly Deep Pink Star Cluster	3 GALLON	24" HT. X 24" SPR.	36" O/C	NO			FULL
	POP	298	Podocarpus macrophyllus 'Pringles'	Pringles Dwarf Yew Podocarpus	3 GALLON	18" HT. X 18" SPR.	18"OC.	NO			FULL
	SB	155	Spartina bakeri	Sand Cordgrass	3 GALLON	18" HT. X 18" SPR.	36" O/C	YES			FULL
GROUND COVERS											
	STS	42,380 sf	Stenotaphrum secundatum	St. Augustine Grass	ROLLS		TIGHT JOINTS	Y			WEED FREE, ALTERNATE JOINTS

NOTE: BASE DATA COLLECTED FROM MULTIPLE SOURCES.
CONTRACTOR TO VERIFY ALL EXISTING FIELD CONDITIONS PRIOR
TO ORDERING, MANUFACTURING, AND CONSTRUCTION.

**TURNLEAF
MONUMENTS**

PART OF SECTION 4 & 9
TOWNSHIP 42 SOUTH, RANGE 23
CHARLOTTE COUNTY, FLORIDA

CLIENT:
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W. PATRICK TREZF, ASLA
LANDSCAPE ARCHITECT #1461

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NAPLES, FLORIDA 34104

SITE LOCATION MAP

[illegible]

PERMIT DRAWING SET



JOB NUMBER: 106-23

SHEET TITLE:

LANDSCAPE
SCHEDULE

SHEET NUMBER

LP2

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TURNLEAF MAIN ENTRANCE PLAN

**TURNLEAF
MONUMENTS**

**PART OF SECTION 4 & 9
TOWNSHIP 42 SOUTH, RANGE 23
CHARLOTTE COUNTY, FLORIDA**

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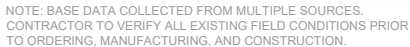
LANDSCAPE LIGHTING
PLAN

SHEET NUMBER

LT1

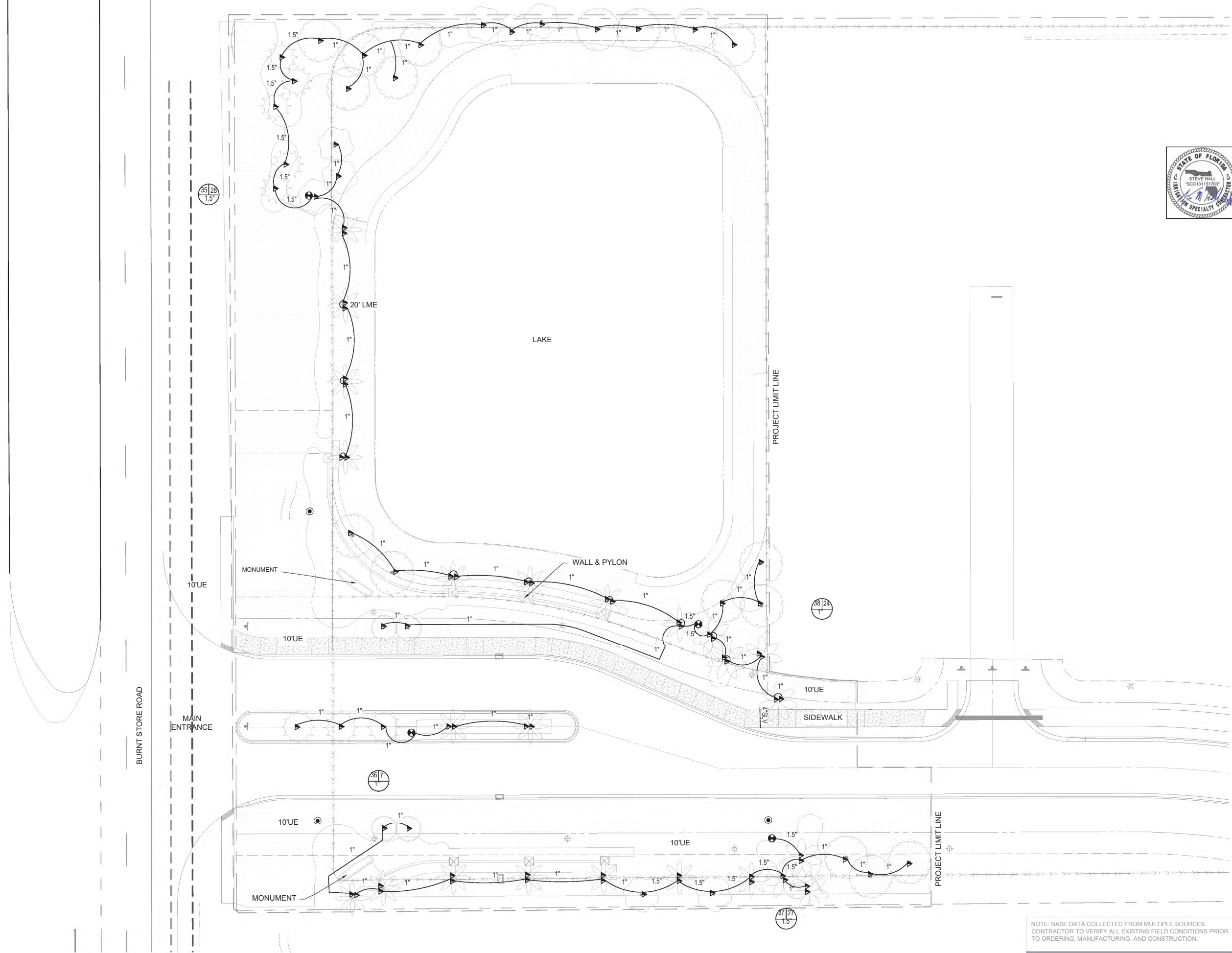
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BURN'T STORE ROAD



IR1

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TURNLEAF
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LANDSCAPE ARCHITECT #148

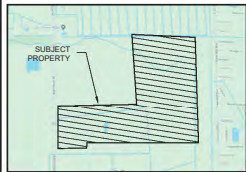
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ELECTRICAL ENGINEER
2800 DAVIS BOULEVAD, SUITE 200
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SITE LOCATION MAP

REVISION:

[illegible]

Date: 09-16-24 Designed By: OP

Date: 09-16-24 Drawn By: OPI

PERMIT DRAWING SET



NORTH



SCALE: 1:20

JOB NUMBER: 106-23

SHEET TITLE:
IRRIGATION PLAN - TREE
BUBBLERS

SHEET NUMBER:

IR2

PART 1 - GENERAL

1.01 **RELATED DOCUMENTS:** attention is directed to the Bidding and Contract Requirements and General and Supplemental Requirements, which are hereby made a part of this Section.

1.02 **DESCRIPTION OF WORK:**

A. Furnish all labor, materials, supplies, equipment, tools, and transportation, and perform all operations in connection with and reasonably incidental to the complete installation of the irrigation system, and guarantee/warranty as shown on the drawings, the installation details, and as specified herein. The system shall be constructed to grades and conform to areas and locations as shown on the drawings. Remedial work, including the use of existing improvements, excavation and back-fill, and all other work in accordance with plans and specifications are required.

B. Extent of irrigation system work is shown on drawings and by provisions of this Section.

C. Sprinkler lines shown on the drawings are essentially diagrammatic. Spacing of the sprinkler heads or quick coupling valves are shown on the drawings and shall be accepted only with the permission of the Owner's authorized representative.

D. Items of work specifically included are:

1. Procurement of all applicable licenses, permits, and fees.
2. Coordination of all utilities.
3. Connection of electrical power supply to the irrigation control system.
4. Maintenance period.
5. Sleeving for irrigation pipe and wires.

1.03 **QUALITY ASSURANCE:**

A. The "Contractor" shall maintain continuously a competent superintendent, satisfactory to the Owner, with authority to act for him in all matters pertaining to the work.

B. The "Contractor" shall coordinate his work with the other trades.

C. The "Contractor" shall confine his operations to the area to be improved and to the areas allotted him by the Owner's representative for material and equipment storage.

D. The "Contractor" shall have a minimum of 5 years experience installing irrigation systems of comparable size and complexity.

1.04 **SUBMITTALS:**

A. Submit samples under provisions of Section 01300 - Submittals.

B. Materials List: Include automatic valves, sprinklers, nozzles, controller, weather sensor, 2-wire cable, wire connectors, all pipe and fittings, glue and primer, filter, pressure regulator, quick couplers, bunnies, valve boxes, drip tubing and fittings, drip valve kit, stainless steel staples, to be used by the architect prior to purchasing materials. Quantities of material need not be included.

C. Manufacturer's Data: Submit manufacturer's catalog cuts, specifications, and operating instructions for equipment shown on the materials list.

D. Shop Drawings: Upon irrigation system acceptance, submit written operating and maintenance instructions. Provide format and contents as directed by the architect. Include instruction sheets and parts lists for all operating equipment.

E. Project Record (As - Built) Drawings:

1. Submit record drawings under provisions of Section 01700 - "Contractor" Closeout, Record Documents.
2. Record pipe and wiring network alterations. Record work that is installed differently than shown on the construction drawings. Record accurate reference dimensions, measured from at least two permanent reference points, of each irrigation system valve, each controller or control unit, each sleeve and, each stub - out for future pipe or wiring connections, and other irrigation components enclosed within valve box.
3. Before construction completion, obtain from the engineer/landscape architect/owner's representative a reproducible copy of the materials list and the applicable information contained on the project drawings maintained on site. Label each sheet "Record Drawings". Completion of the record drawings will be a prerequisite for the review at the completion of the irrigation system installation.

1.05 **RULES AND REGULATIONS:**

A. Work and materials shall be in accordance with the latest edition of the National Electric Code, the Uniform Plumbing Code as published by the National Plumbing Officials Association, and applicable laws and regulations of the governing authorities.

B. When the contract documents call for materials or construction of better quality or larger size than required by the above-mentioned rules and regulations, provide the quality and size required by the contract documents.

C. If quantities are provided either in these specifications or on the drawings, these quantities are provided for information only. It is the "Contractor's" responsibility to determine the actual quantities of all material, equipment, and supplies required by the project and to complete an independent estimate of quantities and wastage.

1.06 **DELIVERY, STORAGE AND HANDLING:**

A. Deliver irrigation system components in manufacturer's original undamaged and unopened containers with labels intact and legible.

B. Deliver plastic piping in bundles, packaged to provide adequate protection of pipe ends, either threaded or plain.

C. Store and handle materials to prevent damage and deterioration.

D. Provide secure, locked storage for valves, sprinkler heads and similar components that should not be immediately replaced, to prevent installation delays.

1.07 **CODES AND STANDARDS:**

A. The entire installation shall fully comply with all local and state laws and ordinances and with all established codes applicable thereto.

B. Any permits for the installation or construction of the work included in this contract shall be applied for and acquired by the legally constituted authorities having jurisdiction, shall be obtained and paid for by the "Contractor", each at the proper time. He shall also arrange for and pay for all testing and inspection, any inspections and examinations required by these authorities.

C. In all cases where inspection of the sprinkler system work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the Owner's authorized representative, the "Contractor" shall notify the Owner's authorized representative at least 24 hours in advance of the time and such inspection and/or direction is required.

D. Any necessary re-excavation or alterations to the system needed because of failure of the "Contractor" to have the required inspections shall be performed at the "Contractor's" own expense.

TESTING:

A. Notify the engineer/landscape architect/owner's representative three days in advance of testing.

B. Pipelines joined with rubber gaskets or threaded connections may be subjected to a pressure test at any time after partial completion of backfill. Pipelines joined with solvent - welded PVC joints shall be allowed to cure at least 24 hours before testing.

C. Subsections of mainline pipe may be tested independently, subject to the review of the engineer/landscape architect/owner's representative.

D. Furnish clean, clear water, pumps, labor, fittings, and equipment necessary to conduct tests or retests.

E. Volumetric Leakage Test:

1. Cap rise of mainline components for volumetric pressure tests. Backfill to prevent pipes from moving under pressure. Expose coupling and fittings.

CONSTRUCTION REVIEW:

- A. The purpose of on-site reviews by the engineer/landscape architect/owner's representative is to periodically observe the work in progress, the "Contractor's" interpretation of the construction documents, and to address questions with regard to the installation.
- B. Scheduled reviews such as those for irrigation system layout or testing must be scheduled with the engineer/landscape architect/s owner's representative as required by these specifications.
- C. Impromptu reviews may occur at any time during the project.
- D. A review will occur at the completion of the irrigation system installation and project record (as-built) drawing submittal.

GUARANTEE/WARRANTY AND REPLACEMENT

- A. It shall be the "Contractor's" responsibility to ensure and guarantee satisfactory operation of the entire system and the workmanship and restoration of the area. The entire system shall be guaranteed to be complete and perfect in every detail for a period of one year from the date of its acceptance and he hereby agrees to repair or replace any such defects occurring within that year, free of expense to the Owner.
- B. Minor maintenance and adjustment shall be by the Owner.
- C. For a period of one year from commencement of the formal maintenance period, fill and repair depressions or settling more than one-quarter ("1/4"). Restore landscape or structural features damaged by the action of irrigation treatment or equipment. Repair damage to the premises caused by a defective item.
- D. Make repairs within seven (7) days of notification from the engineer/landscape architect/owner's representative.
- E. Contract documents govern replacements identically as with new work. Make replacements at no additional cost to the contract price.
- F. Guarantee/warranty applies to originally installed materials, equipment, and replacements made under the guarantee/warranty period.

3. Use Class 200, SDR=21, rated at 200 PSI, conforming to the dimensions and tolerances established by ASTM Standard D2241.
4. Use Class 200, SDR=21, rated at 200 PSI, pantone purple color, for redmilled water.
5. Size slip fitting socket longer to permit a dry unsoftened pipe and to be inserted no more than halfway into the socket. Saddles and cross fittings are not permitted. Use malleable adapters for plastic to metal connections. Hand tighten malleable adapters plus one turn with a strap wrench.
6. Use solvent weld pipe for mainline pipe with a nominal diameter less than two equal to 2.5-inches or where a pipe connection occurs in a sleeve. Use Schedule 40, Type 1, PVC solvent weld fittings conforming to ASTM Standard D2466 and D1784. Use primer approved by the pipe manufacturer. Solvent cement to conform to ASTM Standard D2564.
7. Provide pipe homogeneous throughout and free from visible cracks, holes, foreign materials, bilayers wrinkles and dents.
8. Provide pipe continuously and permanently marked with manufacturer's name or trademark, size schedule and type of pipe working pressure at 73 degrees F. and (NSF) approval.
9. Pipe sizes referenced in the construction documents are minimum sizes, and may be increased at the option of the "Contractor".
10. All pipes damaged or rejected because of defects shall be removed from the site at the time of solid rejection.

B. Lateral Pipe and Fitting:

1. All sprinkler lateral pipe downstream from the zone valves, sized "2" and smaller shall be Schedule 40 PVC. Lateral pipe served by reclaimed water shall be pantone purple schedule 40 PVC pipe, extruded from material meeting the requirements of Cell Classification 1245 4-A or 1245-4-B, ASTM Standard D1784, with an integral belled and suitable for solvent welding.
2. Use Schedule 40, Type 1, PVC solvent weld fittings conforming to ASTM Standard D2466 and D1784 for PVC pipe. Use primer approved by the pipe manufacturer and purple in color. Solvent cement to conform to ASTM Standard D2564, of a type approved by the pipe manufacturer appropriate to weather conditions.

C. Specialized Pipe and Fittings:

- D. Thrust blocks:
 - 1. Use thrust blocks for fitting on pipe greater than or equal to 3-inch diameter or any diameter rubber gasket pipe.
 - 2. Use 3,000-PSI concrete.
 - 3. Use 2-mil plastic.
 - 4. Use No. 4 re-bars wrapped or painted with asphalt for based mastic coating.

AUTOMATIC, MANUAL, AND QUICK COUPLING VALVES:

- A. Automatic valves shall be as noted in the legend. Manual valves shall be Nibco T113 gate valves.
- B. Plastic manual valves (upstream of automatic valves) shall be Lasco or Spears.
- C. Quick valves shall be as noted in the legend, 1" size, and single piece body.

SPRINKLER DRIP, AND BUBBLER IRRIGATION COMPONENTS:

- A. Sprinklers, drip tubing and components, bubblers, and nozzles: As noted in the Irrigation legend, notes and details on the plans.

CONTROL SYSTEM COMPONENTS:

- A. Irrigation Controller:
 - 1. As noted in the drawing and installation details.
- B. Two-Wire Cable:
 - 1. Use American Wire Gage (AWG) No. 14 solid copper, Type UF or PE cable, UL approved for direct underground burial from the controller unit to each remote valve.
 - 2. Splices: Use 3M DBR/Y wire connector with waterproof sealant. Wire connector to be of plastic construction.
- C. Rain Sensor:
 - 1. As noted in the drawing and installation details.

INSPECTION AND REVIEWS:

A. **Site Inspections:**

1. The bidder acknowledges that he has examined the site, plans and specifications, and the submission of a proposal shall be considered evidence that examination has been made.
2. Verify construction site conditions and note irregularities affecting work of this section. It shall be the contracting installer's responsibility to report to the Owner's authorized representative any deviations between drawings, specifications and the site. Failure to do so before the installing of equipment and resulting in replacing and/or re-location of equipment shall be done at the Contractor's expense.
3. Examine final grades and installation conditions. Do not start irrigation system work until unsatisfactory conditions are corrected.
4. Do not willfully install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in the area dimensions exist, the contractor must be considered in the immediately. Such obstructions or differences should be brought to the attention of the Owner's authorized representative. In the event notification is not performed, the Irrigation contractor shall assume full responsibility for any revisions necessary
5. Tree locations take priority over irrigation piping. Have landscape contractor stake tree locations prior to trenching for pipe. Obtain approval of the owner representative of all pipe routing and valve box locations prior to initiating any work.
6. Beginning work of this section implies acceptance of existing conditions.

A. **Utility Locations:**

1. The exact location of all existing utilities and structures and underground utilities are not indicated on the drawings; their locations shall be determined by the "Contractor", and he shall conduct his work so as to prevent interruption of service or damage to them.
2. Arrange for and coordinate with local authorities the location of all underground utilities.
3. Repair any underground utilities damaged during construction. Make repairs at no additional cost above the contract price.
4. The "Contractor" shall protect existing structures and utility services and be responsible for their replacement if damaged by him.

C. **Irrigation System Layout Review:**

A. Excavating shall be considered unclassified and shall include all materials and equipment except materials that cannot be excavated by normal mechanical means.

B. Excavate to permit the pipes to be laid at the intended elevations and to permit work space for installing connections and fittings.

C. Minimum cover (distance from top of pipe or control valve to finish grade):

- 1. 24-inch over mainline pipe and over electrical conduit.
- 2. 24-inch over control valve.
- 3. 12-inch over lateral pipe to sprinklers and bubblers and over manifold pipe to drip system zone control valves.

D. PVC or PE lateral pipes may be pulled into the soil using a vibratory pull device specifically manufactured for pipe pulling. Minimum burial depth shall be minimum cover listed above provided soil moisture content and other conditions are suitable to allow for full depth of bury with a minimum of stretching and scraping of the pipe. Landscape Architect reserves the right to determine suitability or conditions.

E. Backfill only after lines have been reviewed and tested.

F. Excavated material is generally satisfactory for backfill. Backfill shall be free from rubble, vegetable matter, and stones larger than 2 inches in maximum dimension. Remove material not suitable for backfill. Backfill placed next to pipe shall be free of sharp objects, which may damage the pipe.

G. Backfill unsleeved pipe by depositing the backfill material equally on both sides of the pipe in 8 inch layers and compacting each layer to 90% Standard Proctor Density, ASTM D698-78. Use of water for compaction, "puddling," will not be permitted.

H. Enclose pipes and wiring beneath roadways, walks, curbs, etc., in sleeves. Minimum compaction for backfill for sleeves shall be 95% Standard Proctor Density, ASTM D698-78. Use of water for compaction around sleeves, "puddling," will not be permitted.

I. Dress backfilled areas to original grade. Incorporate excess backfill into existing site grades.

J. Where utilities conflict with irrigation trenching and pipe work, contact the engineer/landscape architect/owner's representative for trench depth adjustments.

K. Provide approved fine grained earth or sand to point "A" above the top of pipe, where soil conditions are rocky or otherwise objectionable.

L. Excavate trenches and install piping and backfill during the same

- 1. Use only strap-type friction wrenches for threaded plastic pipe.
- 2. PVC Rubber Gasketed Pipes:
 - a. Use pipe lubricant. Join pipe in the manner recommended by manufacturer and in accordance with accepted industry practices.
 - b. Epoxy-coated steel fittings shall not be struck with a metallic tool. Cushion blows with a wood block or similar shock absorber.
- 3. PVC Solvent Weld Pipes:
 - a. Use a primer and solvent cement. Join pipe in a manner recommended by the manufacturer and in accordance with accepted industry practices.
 - b. Cure for 30 minutes before handling and 24 hours before allowing water in pipe.
 - c. Snake pipe from side to side within the trench.
- 4. Fittings: the uses of cross type fittings or saddle tees are not permitted.

C. Lateral Pipe and Fittings:

- 1. Use only strap-type friction wrenches for threaded plastic pipe.
- 2. PVC Solvent Weld Pipes:
 - a. Use primer and solvent cement. Join pipe in the manner recommended by the manufacturer and in accordance with accepted industry practices.
 - b. Cure for 30 minutes before handling and 24 hours before allowing water in the pipe.
 - c. Snake pipe from side to side within the trench.
- 3. Fittings: The use of cross types fittings and/or saddle tees are not permitted.

D. Specialized Pipe and Fitting:

- 1. Copper Pipe:
 - a. Buff surface to be joined to a bright finish. Coat with solder flux.
 - b. Solder so that a continuous bead shows around the joint circumference.
- 4. Polyethylene Pipe: Install per manufacturer's recommendations.

pressure regulator (reclaimed source), filter (reclaimed source), flow sensor, and master valve, including valve boxes and enclosures, where indicated on the drawing. Installation of all components shall conform to all local and State codes and be per manufacturer specifications and recommendations.

INSTALLATION OF SPRINKLER AND IRRIGATION COMPONENTS:

Automatic Control Valve for sprinkler, drip, and bubbler zones:

1. Flush mainline before installation of assembly.
2. Install where indicated on the drawing. Wire connectors and waterproof sealant shall be used to connect control wires to remote control valve wires. Install connectors and sealant per the manufacturer's recommendations.
3. Install only one valve to a valve box. Locate valve box at least 12 inches from and align with nearby walls and edges of paved areas. Group valves together where practical. Arrange raised valve boxes in rectangular patterns. Allow at least 12 inches between valve boxes.
4. Adjust valve to regulate the downstream operating pressure.

Sprinkler Installation:

1. Flush lateral pipe before installing sprinkler assembly.
2. Install per the installation details at locations shown on the drawings.
3. Locate rotor sprinklers 6 inches from adjacent walls, fences, or edges of paved areas.
4. Locate spray sprinklers 3 inches from adjacent walls, fences, or edges of paved areas.
5. Install sprinklers perpendicular to the finish grade.
6. Supply appropriate nozzle or adjust arc of coverage of each sprinkler for best performance.
7. Adjust the radius of throw of each sprinkler for best performance.

Bubbler Installation:

1. Flush lateral pipe before installing bubbler assembly.
2. Install bubbler assembly per the installation details at locations shown on the drawings.
3. Adjust the output flow of each bubbler for performance.

Drip Irrigation

loop at each 90-degree change of direction, at both ends of sleeves and at 100-foot intervals along continuous runs of wiring. Do not tie wiring loop. Coil 24-inch length of wire within each remote control valve box.

If wire must be spliced, make splice with wire connectors and waterproof sealant, installed per the manufacturer's instructions. Locate splice in a valve box that contains an irrigation valve assembly, or in a separate 6-inch round valve box.

4. Use same procedure for connection to valves as for in-line splices.
5. Unless noted on plans, install two-wire cable parallel with and below PVC mainline pipe.

Rain Sensor:

1. Install sensor in unobstructed location and manufacturer's recommendations. Install at location shown on the drawings.

MAINTENANCE:

Upon completion of construction and review by the engineer/landscape architect/owner's representative, maintain irrigation system for duration of 30 calendar days. Make periodic examinations and adjustments to irrigation system components to achieve the most desirable operation of water.

Following completion of the "Contractor's" maintenance period, the owner will be responsible for maintaining the system in working order during the remainder of the guarantee/warranty period, for performing necessary minor maintenance, for trimming around sprinklers, for protecting against vandalism, and for preventing damage after the landscape maintenance operation.

CLEANUP: Upon completion of work, remove from the site all machinery, tools, excess materials, and rubbish.

SECTION 02901

STEVE HALL
"SOCIETY OF SPECIALTY CONSULTANTS"

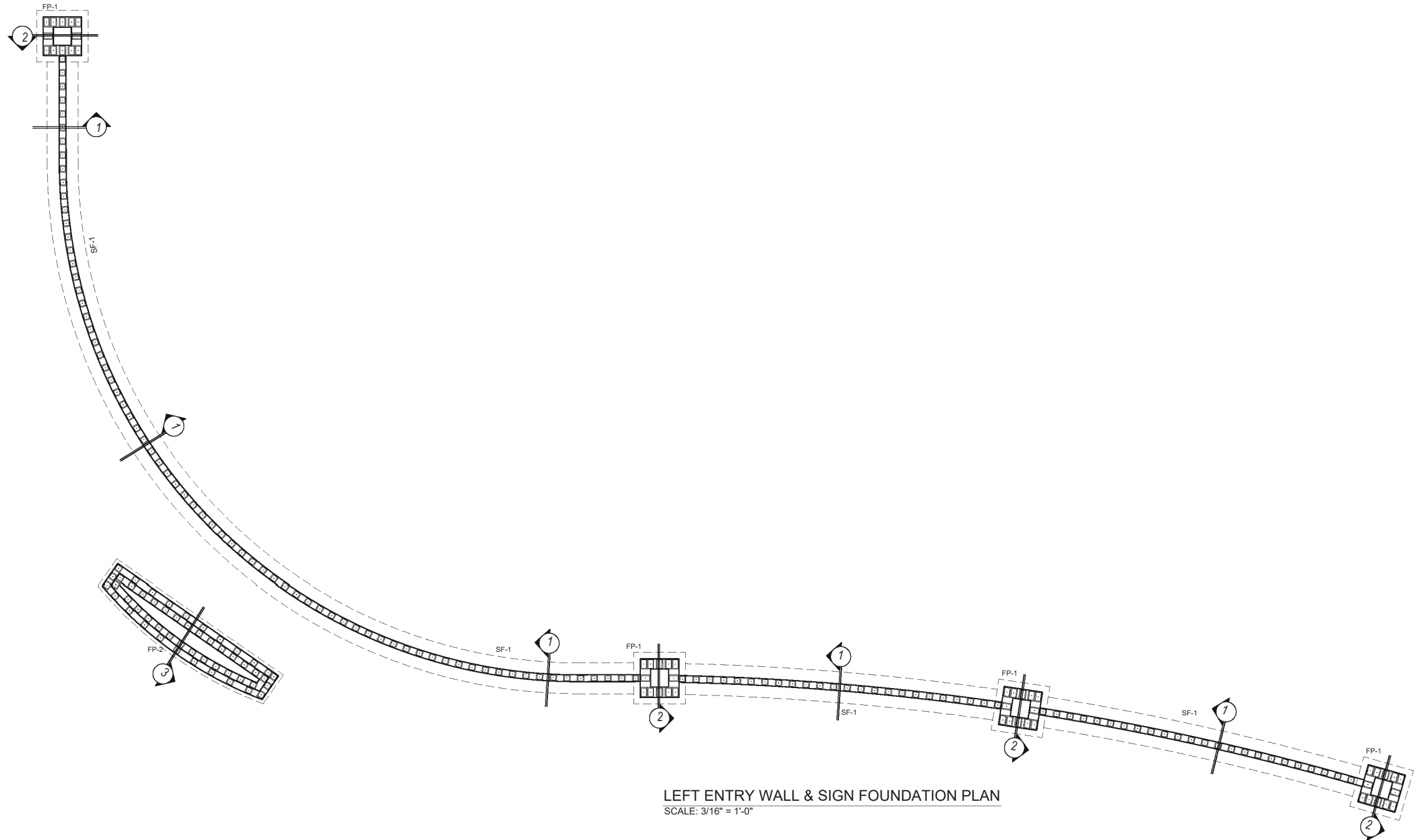
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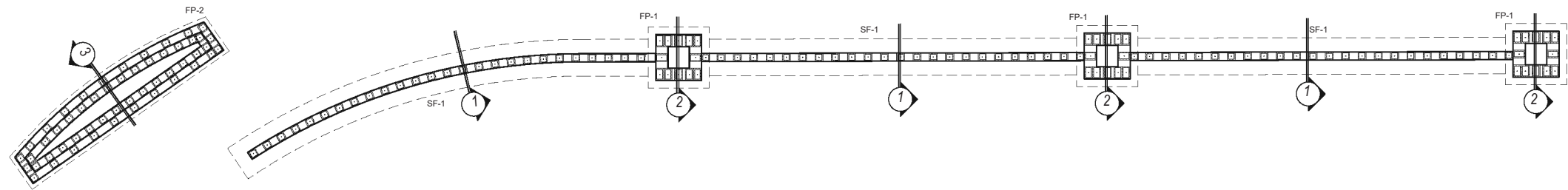
NOTE:
COORDINATE ALL RECESSES FOR DOOR
THRESHOLDS WITH ARCHITECTURAL PLANS
AND MANUFACTURERS REQUIREMENTS.

FOOTING SCHEDULE	
FOOTING	FOOTING DESCRIPTION
SF-1	36" WIDE X 12" DEEP W/ (5)#5 REBAR & #6 TRANSFER BARS @16" O.C. CONT. STEMM WALL FOOTING
MF-1	8" WIDE X 8" DEEP W/ (1)#5 REBAR CONT. MONOLITHIC FOOTING

[illegible]



LEFT ENTRY WALL & SIGN FOUNDATION PLAN
SCALE: 3/16" = 1'-0"



RIGHT ENTRY WALL & SIGN FOUNDATION PLAN
SCALE: 3/16" = 1'-0"

FILLED CELL LEGEND	
	8" REINFORCED MASONRY BLOCK WITH 1) - #5 VERTICAL REBAR FILLED WITH A MINIMUM OF 3000 P.S.I. CONCRETE
	12" REINFORCED MASONRY BLOCK WITH 1) - #5 VERTICAL REBAR FILLED WITH A MINIMUM OF 3000 P.S.I. CONCRETE
	16" REINFORCED MASONRY BLOCK WITH 1) - #5 VERTICAL REBAR FILLED WITH A MINIMUM OF 3000 P.S.I. CONCRETE
	8" - 45 DEGREE REINFORCED MASONRY CORNER BLOCK WITH (2) - #5 VERTICAL REBAR FILLED WITH A MINIMUM OF 3000 P.S.I. CONCRETE - (BUTTERFLY TYPE)

NOTE:
COORDINATE ALL COLUMN AND PAD
FOOTING LOCATIONS WITH ARCHITECTURAL
WALL DIMENSION PLANS

NOTE:
COORDINATE ALL RECESSES FOR DOOR
THRESHOLDS WITH ARCHITECTURAL PLANS
AND MANUFACTURERS REQUIREMENTS.

FOOTING PAD SCHEDULE	
F. PAD	FOOTING PAD DESCRIPTION
FP-1	60"x60"x16" CONC. FOOTING PAD WITH 10) #5 EACH WAY 3" CLEAR FROM BOTTOM OF PAD
FP-2	236"x55"x16" CONC. FOOTING PAD WITH #5 @8" O.C. EACH WAY 3" CLEAR FROM BOTTOM OF PAD

FOOTING SCHEDULE	
FOOTING	FOOTING DESCRIPTION
SF-1	36" WIDE X 12" DEEP W/ (5)#5 REBAR & #6 TRANSFER BARS @16" O.C. CONT. STEMWALL FOOTING
MF-1	8" WIDE X 8" DEEP W/ (1)#5 REBAR CONT. MONOLITHIC FOOTING

TURNLEAF MONUMENTS CHARLOTTE COUNTY, FL	CRONIN ENGINEERING, INC. CERTIFICATE OF AUTHORIZATION NUMBER: 8597	LEFT & RIGHT ENTRY WALL SIGN FOUNDATION PLAN	NO.	REVISION	DATE
BURNT STORE DEVELOPERS FLORIDA	6627 WILLOW PARK DRIVE NAPLES, FL 34109 PHONE: (239) 593-2157 FAX: 593-8820	DEREK P. CRONIN FLORIDA PE NO. 5811	PRJ. NO.: 5003-01-01	DWG. BY: GD	
S-1.2					

GENERAL STRUCTURAL NOTES

GENERAL NOTES

- ALL WORK SHALL BE IN CONFORMANCE WITH STRUCTURAL DRAWINGS, SPECIFICATIONS AND THE REQUIREMENTS OF THE 2023 FLORIDA BUILDING CODE ("THE BUILDING CODE" REFERENCED IN THE FOLLOWING NOTES).
- 1.-TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL DRAWINGS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE GOVERNING BUILDING CODE.
- 2.-CONSTRUCTION IS TO COMPLY WITH THE REQUIREMENTS OF THE GOVERNING BUILDING CODE NOTED ABOVE AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL CODES, STANDARDS, REGULATIONS, AND LAWS.
- 3.-THE CONTRACTOR SHALL COMPARE STRUCTURAL DRAWINGS WITH THE ARCHITECTURAL DRAWINGS BEFORE COMMENCING WITH THE WORK AND SHALL NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES REQUIRING CLARIFICATION OR REVISIONS. DO NOT SCALE STRUCTURAL DRAWINGS, REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS NOT SHOWN. SEE "DIMENSION" SECTION OF GENERAL NOTES FOR ADDITIONAL NOTES.
- 4.-THE CONTRACTOR SHALL USE STRUCTURAL DRAWINGS IN CONJUNCTION WITH ARCHITECTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS TO COORDINATE LOCATION OF DEPRESSED SLABS, SLOPES, DRAINS, OUTLETS, RECESSES, OPENINGS, REGLETS, BOLT SETTINGS, SLEEVES, DIMENSIONS, ETC. (DRAWINGS ARE NOT TO BE SCALED).
- 5.-DISCREPANCIES BETWEEN INFORMATION PRESENTED WITHIN PROJECT SPECIFICATIONS AND WITHIN STRUCTURAL NOTES ON PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BY THE CONTRACTOR PRIOR TO PRESENTING HIS OR HER BID. IF SUCH A DISCREPANCY IS DISCOVERED SUBSEQUENT TO BIDDING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE OPTION SUBSEQUENTLY SELECTED BY THE ENGINEER AT NO ADDITIONAL COST.
- 6.-CONTRACTORS SHALL BE RESPONSIBLE FOR FINAL VERIFICATION OF ALL DIMENSIONS, ELEVATIONS, CLEARANCES, ETC. OF THE FRAMING SHOWN ON THE STRUCTURAL DRAWINGS AGAINST INFORMATION PROVIDED BY MANUFACTURER OF SELECTED MECHANICAL EQUIPMENT PRIOR TO PROCEEDING WITH ANY RELATED PORTION OF WORK. ITEMS REQUIRING SUCH REVIEW SHALL INCLUDE ELEVATORS, ELEVATOR PITS, BEAMS ABOVE ELEVATORS DOORS, ETC.), ESCALATORS, DUCTS, COOLING TOWERS, ETC. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY REMEDIAL WORK AND FOR ITS IMPACT ON THE WORK SCHEDULE RESULTING FROM FAILURE TO PROVIDE EARLY NOTIFICATION OF SUCH CONFLICTS TO THE DESIGN TEAM.
- 7.-POTENTIAL CONFLICTS, ERRORS OR OMISSIONS PRESENT WITHIN THE DRAWINGS (WHETHER WITHIN STRUCTURAL DRAWINGS OR BETWEEN STRUCTURAL, ARCHITECTURAL, AND M.E.P. DRAWINGS) SHALL BE IDENTIFIED BY THE CONTRACTOR DURING HIS/HER EARLY REVIEW OF THE PROJECT DOCUMENTS. SUCH CONFLICTS, ERRORS OR OMISSIONS SHALL BE COMMUNICATED TO THE ARCHITECT IN WRITING PRIOR TO COMMENCEMENT OF WORK. IN THE EVENT OF FAILURE TO PROVIDE SUCH A NOTICE, AND SUFFICIENT TIME FOR A RESPONSE, THE CONTRACTOR SHALL BECOME RESPONSIBLE FOR COST OF ALL WORK OR REMEDIAL WORK RESULTING FROM SUCH CONFLICTS, ERRORS OR OMISSION, AS WELL AS FOR ITS IMPACT ON THE PROJECT SCHEDULE.
- 8.-ALL COSTS OF INVESTIGATION AND/OR REDESIGN, DUE TO CONTRACTOR MIS-LOCATION OR STRUCTURAL ELEMENTS OR OTHER LACK OF CONFORMANCE WITH THE PROJECT DOCUMENTS, SHALL BE AT THE CONTRACTOR'S EXPENSE.
- 9.-IN THE EVENT THAT CERTAIN DETAILS OF THE CONSTRUCTION ARE NOT FULLY SHOWN OR NOTED ON THE DRAWINGS, THEIR CONSTRUCTION SHALL BE OF THE SAME TYPE AS FOR SIMILAR CONDITIONS WHICH ARE SHOWN AND NOTED, SUBJECT TO THE STRUCTURAL ENGINEER'S APPROVAL. DETAILS LABELED "TYPICAL" APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY REFERENCED, WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING THE APPLICABILITY OF TYPICAL DETAILS SHALL BE RESOLVED BY THE PROJECT ARCHITECT.
- 10.-SEE THE ARCHITECTURAL DRAWINGS FOR THE FOLLOWING:
- 10.1.-SIZE AND LOCATIONS OF ALL CONCRETE CURBS, FLOOR DRAINS, SLOPES, INSERTS, ETC. EXCEPT AS SHOWN.
- 10.2.-SIZE AND LOCATION OF ALL DOOR AND WINDOW OPENINGS EXCEPT AS SHOWN.
- 10.3.-SIZE AND LOCATION OF ROOF AND FLOOR OPENINGS, FLOOR AND ROOF FINISHES, TYPES OF WATER PROOFING AND DAMP PROOFING.
- 10.4.-FINISHED FLOOR AND EXTERIOR ELEVATIONS.
- 10.5.-DIMENSIONS NOT SHOWN ON STRUCTURAL DRAWINGS.
- 10.6.-FIRE PROTECTION REQUIREMENTS.
- 10.7.-MISC. STEEL TUBES, CHANNELS, ANGLES, AND PLATES FOR METAL PANEL WALL AND CURTAIN WALL SUPPORT.
- 10.8.-EMBEDS FOR MISC METAL FRAMING AND CLADDING ANCHORAGE.
- 10.9.-SIZE AND LOCATIONS OF MASONRY, DRYWALL, NON-LOAD BEARING PARTITIONS AND EXTERIOR WALL. PROVIDE SLIP CONNECTIONS THAT ALLOW VERTICAL MOVEMENT AT THE HEADS OF ALL SUCH PARTITIONS, CONNECTIONS SHALL BE DESIGNED TO SUPPORT THE TOP OF THE WALLS LATERALLY FOR THE CODE-REQUIRED LATERAL LOAD.
- 11.-SEE THE MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR THE FOLLOWING:
- 11.1.-PIPE AND DUCT RUNS, SLEEVES, HANGERS, TRENCHES, WALL AND SLAB OPENINGS, ETC., EXCEPT AS SHOWN OR NOTED.
- 11.2.-ELECTRICAL CONDUIT RUNS, BOXES, OUTLETS IN WALLS AND SLABS.
- 11.3.-CONCRETE INSERTS FOR ELECTRICAL, MECHANICAL OR PLUMBING FIXTURES.
- 11.4.-ANCHOR BOLTS FOR MOTOR MOUNTS, EXCEPT AS SHOWN OR NOTED.
- 11.5.-SIZE AND LOCATION OF MACHINE OR EQUIPMENT BASES (HOUSEKEEPING PADS). NOTE THAT HOUSEKEEPING PADS SHOWN ON THE STRUCTURAL DRAWINGS ARE APPROXIMATE AND ARE INCLUDED FOR GENERAL REFERENCE ONLY.
- 12.-OPENINGS, POCKETS, ETC., LARGER THAN 6" SHALL NOT BE PLACED IN CONCRETE SLABS, BEAMS, DECKS, OR WALLS UNLESS SPECIFICALLY DETAILED ON THE STRUCTURAL DRAWINGS. NOTIFY THE STRUCTURAL ENGINEER WHEN DRAWINGS BY OTHERS SHOW OPENINGS, POCKETS, ETC., LARGER THAN 6" WHICH ARE NOT SHOWN ON THE STRUCTURAL DRAWINGS, BUT WHICH ARE LOCATED IN STRUCTURAL MEMBERS.
- 13.-ALL SUSPENDED MECHANICAL, ELECTRICAL, OR OTHER SYSTEM LOADS EXCEEDING 100 POUNDS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE STRUCTURAL ENGINEER PRIOR TO INSTALLATION UNLESS SPECIFICALLY DETAILED ON THE DRAWINGS. ANY REINFORCEMENT, ETC. REQUIRED BY SUCH LOADS SHALL BE SHOWN BY THE TRADE REQUIRING THE EQUIPMENT.
- 14.-CRONIN ENGINEERING, INC. SHALL NEITHER HAVE CONTROL OVER OR CHARGE OF, NOR BE RESPONSIBLE FOR, THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, SINCE THESE ARE SOLELY THE CONTRACTOR'S RIGHTS AND RESPONSIBILITIES UNDER THE CONTRACT DOCUMENTS SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S OR ANY SUBCONTRACTOR'S FAILURE TO PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL PROTECT ADJACENT PROPERTY, HIS OWN WORK, AND THE PUBLIC FROM HARM. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY INCLUDING ALL OSHA REQUIREMENTS.
- 15.-THE STRUCTURE WAS DESIGNED TO BE SELF-SUPPORTING AND STABLE FOLLOWING INSTALLATION OF ALL COMPONENTS AS INDICATED ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE METHOD AND SEQUENCE OF ERECTION PROCEDURES (INCLUDING IMPLEMENTATION OF TEMPORARY SHORING, BRACING, ETC.) AND TO ENSURE SAFETY THROUGH THE PERIOD OF CONSTRUCTION. CONTRACTOR AGREES THAT HE WILL HOLD OWNER, ARCHITECT, ENGINEER, AND/OR ANY OF THEIR EMPLOYEES OR AGENTS, HARMLESS FROM ANY AND ALL DAMAGE AND CLAIMS WHICH MAY ARISE BY A REASON OF ANY NEGLIGENCE ON THE PART OF THE CONTRACTOR, OR ANY OF HIS SUBCONTRACTORS, OR ANY MATERIAL EQUIPMENT SUPPLIERS, AND/OR ANY OF THEIR EMPLOYEES OR AGENTS, IN THE PERFORMANCE OF THIS CONTRACT. IN CASE ANY ACTION IS BROUGHT AGAINST THE OWNER, OR ARCHITECT, OR ENGINEER, OR ANY OF THEIR EMPLOYEES OR AGENTS, CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR DEFENSE THEREOF, TO THE FULL SATISFACTION OF THE LATTER PARTY.
- 16.-DO NOT PLACE CONCRETE WITHOUT APPROVED STRUCTURAL SHOP DRAWINGS MECHANICAL/ARCHITECTURAL SHOP DRAWINGS RELATED TO THE CONCRETE WORK. RELATED ITEMS INCLUDE LOCATIONS OF OPENINGS, PIPE SLEEVES, REGLETS, DOVETAIL SLOTS, DRIPS, INSERTS FOR MECHANICAL EQUIPMENTS, HUNG CEILINGS, AND ANY OTHER ITEMS REQUIRED TO BE INSTALLED AND/OR TO BE COORDINATED BY THE ARCHITECTURAL/MECHANICAL TRADES.
- 17.-CONTRACTOR IS TO PROVIDE DURING CONSTRUCTION AND MAKE ALLOWANCE FOR DESIGN, DETAILING, AND PURCHASE, DURING BID PHASE FOR ALL MISCELLANEOUS STEEL REQUIRED FOR THE SUPPORT OF ARCHITECTURAL FEATURES THAT ARE NOT STRUCTURAL ITEMS TO THE BASE STRUCTURE. SUCH ITEMS INCLUDE MEP HANGINGS, CEILING, AND CURTAIN WALL SUPPORTS.
- 18.-SUPPLEMENT SKETCHES/DRAWINGS: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FORWARD A COPY OF ALL CORRESPONDENCE AFFECTING THE STRUCTURE TO THE PROJECT'S INSPECTOR THROUGHOUT THE DURATION OF CONSTRUCTION

FOUNDATION

- THE FOUNDATION IS DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2023 8TH EDITION. EXISTING SOILS, SOILS PREPARATION ALLOWABLE BEARING AS FOLLOW:
1. FOUNDATION SYSTEM CONSISTS OF SHALLOW SPREAD FOOTINGS DESIGNED FOR A NET PERMISSIBLE SOIL BEARING PRESSURE OF 2000 PSF. FOOTINGS SHALL BEAR ON COMPACTED SOIL TO A DENSITY OF 98% COMPACTION OF ASTM 1557D
2. A MINIMUM NET PERMISSIBLE SOIL BEARING PRESSURE OF 2000 PSF HAS BEEN USED FOR THIS FOUNDATION DESIGN.

REINFORCING STEEL:

- 1.-REINFORCING STEEL SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH ACI 318-14.
- 2.-REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A 615/2023 EDITION, (S1) GRADE 60.
- 3.-ALL WELDED WIRTS SHALL CONFORM TO ASTM A 1007.
- 4.-REINFORCING SHALL BE HELD SECURELY IN POSITION WITH STANDARD ACCESSORIES DURING PLACING OF CONCRETE, IN ACCORDANCE WITH CRSI "MANUAL OF STANDARD PRACTICE", 2008.
- 5.-ALL TOP REINFORCING SHALL TERMINATE WITH STANDARD HOOKS AT DISCONTINUOUS EDGES OR ENDS.
- 6.-ALL BOTTOM BARS SHALL BEAR 6" MINIMUM OVER SUPPORTS, U.O.N.
- 7.-ALL REINFORCING BARS MARKED CONTINUOUS SHALL BE LAPPED 48 DIA. AT SPLICES AND CORNERS UNLESS OTHERWISE NOTED. LAP CONTINUOUS TOP BARS AT CENTER OF SUPPORTS AS REQUIRED. TERMINATE CONTINUOUS BARS AT NON-CONTINUOUS ENDS WITH STANDARD HOOKS, U.O.N.
- 8.-SLAB TOP BARS ARE SHOWN IN PLAN AS SOLID LINES. SLAB BOTTOM BARS ARE SHOWN IN PLAN AS DASHED LINES.
- 9.-IN BEAMS WITH MULTIPLE LAYERS OF REINFORCING AT TOP OR BOTTOM SEPARATE LAYERS WITH #8 SPACER BARS FOR BAR SIZES UP TO #8 AND SAME SPACER BAR AS BAR SIZE FOR #9 BARS AND LARGER.
- 10.-IN BEAMS 8 INCHES WIDE PROVIDE MAXIMUM OF 2 BARS PER LAYER OF REINFORCING.
- 11.-BEAMS INTERMEDIATE BARS SHALL BE HOOKED AT DISCONTINUOUS ENDS AND SPLICED AT SUPPORTS WITH 48 BAR DIAMETER LAP SPLICES.
- 12.-ALL TOP AND BOTTOM REINFORCING AND BALKING SHALL BE BENT AT 90 DEGREES AND BARS AT NON-CONTINUOUS ENDS SHALL BE GALVANIZED.
- 13.-FOR CLASS "B" TENSION LAP SPLICES FOLLOW CRSI "DESIGN HANDBOOK, 2008" CHAPTER 8.

TERMITE PROTECTION

TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMICIDES, INCLUDING SOIL APPLIED PESTICIDE, BAITING SYSTEMS, AND PESTICIDE APPLIED TO WOOD, OR OTHER APPROVED METHOD. TERMITE PROTECTION LABELED FOR USE, A PREVENTATIVE TREATMENT TO NEW CONSTRUCTION, UPON COMPLETION OF THE APPLICATION OF THE TERMITE PROTECTIVE TREATMENT, A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULE, AND LAW, ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES." IF SOIL TREATMENT USED FOR SUBTERRANEAN TERMITE PREVENTION, THE INITIAL CHEMICAL SOIL TREATMENT INSIDE THE FOUNDATION PERIMETER SHALL BE DONE AFTER ALL EXCAVATION, BACKFILLING AND COMPACTION IS COMPLETE. IF SOIL TREATMENT IS USED FOR SUBTERRANEAN TERMITE PREVENTION, THE SOIL IN AREA DISTURBED AFTER INITIAL CHEMICAL TREATMENT SHALL BE RETREATED WITH A CHEMICAL SOIL TREATMENT. TREATMENT SHALL BE INCLUDING SPACES BOXED OR FORMED.

CONCRETE:

1. ALL CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 318-14 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS."
2. CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE AS FOLLOWS: 4000 PSI MIN.
3. FORMWORK SHALL COMPLY WITH ACI 347R-14, "RECOMMENDED PRACTICE FOR CONCRETE WORK."
4. MIX DESIGNS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF ANY CONCRETE WORK. SUBMIT STATISTICAL DATA FOR EACH CLASS OF CONCRETE.
5. NO WATER SHALL BE ADDED TO THE CONCRETE AT THE JOB SITE.
6. THE OWNER SHALL CONTRACT AN INDEPENDENT TESTING LABORATORY TO PER- FORM CONCRETE CYLINDER TESTS AS FOLLOWS: SIX CYLINDER TESTS FOR ANY 50 CUBIC YARDS OF CONCRETE POURED, OR FRACTION THEREOF FOR EACH CLASS OF CONCRETE POURED EACH DAY. ONE CYLINDER SHALL BE TESTED AT 7 DAYS AND 14 DAYS, THREE AT 28 DAYS. FOLLOW ASTM STANDARDS FOR SAMPLING AND TESTING. ONE SLUMP TEST SHALL BE TAKEN FOR EACH SET OF TEST CYLINDERS CAST. SLUMP TEST SHALL CONFORM WITH ASTM C 143. NO CONCRETE TEST WILL BE ACCEPTED IF CONCRETE IS TAMPERED WITH IN ANY WAY AFTER SAID TEST IS PERFORMED. REPEAT TEST IF WATER IS ADDED AFTER INITIAL SAMPLING.
7. TRANSPORTING, PLACING, CURING AND DEPOSITING OF CONCRETE SHALL COMPLY WITH ACI 301-16. SPECIFICATIONS FOR STRUCTURAL CONCRETE.
8. CONSTRUCTION JOINTS IN STRUCTURAL SLABS AND BEAMS SHALL BE LOCATED AT 1/3 OF THE SPAN WITH REINFORCING CONTINUOUS ACROSS THE JOINT. PROVIDE A CONTINUOUS 2 X 4 SHEAR KEY AT SLABS. AT BEAMS PROVIDE A 1 1/2" DEEP SHEAR KEY WITH A WIDTH 8" SMALLER THAN THE BEAM WIDTH AND A DEPTH 8" SMALLER THAN THE BEAM DEPTH. LOCATIONS SHALL BE APPROVED BY STRUCTURAL ENGINEER OF RECORD BEFORE POUR.
9. CONCRETE USED AT BALCONIES AND TERRACES SHALL HAVE A WATER/CEMENT RATIO OF 0.40.
10. MAXIMUM WATER/CEMENT RATIO FOR CONCRETE CONTAINING A SUPERPLASTICIZING ADMIXTURE SHALL BE 0.40. SLUMP AFTER ADDITION OF SUPERPLASTICIZER SHALL BE 6" +/- 1"
11. MINIMUM CONCRETE COVER FOR REINFORCEMENT:

I. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.....	3"
II. CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 BARS AND LARGER.....	2"
#5 BARS AND SMALLER.....	1 1/2"
III. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH EARTH:	
SLABS AND WALLS.....	3/4"
BEAMS AND COLUMNS.....	1 1/2" TO TIES OR STIRRUPS

STRUCTURAL STEEL:

- A. STRUCTURAL STEEL SHALL COMPLY WITH AISC 360-10 "SPECIFICATIONS FOR DESIGN, FABRICATION AND ERECTION FOR STRUCTURAL STEEL BUILDINGS" AND STEEL CONSTRUCTION MANUAL FOURTEENTH EDITION.
- B. STRUCTURAL STEEL SHAPES AND PLATES SHALL CONFORM TO ASTM A 36, Fy 36 KSI, U.O.N.
- C. STRUCTURAL STEEL TUBES SHALL CONFORM TO ASTM A500, GRADE B, Fy=46 KSI.
- D. STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53, TYPE S, GRADE B, Fy= 35 KSI.
- E. ANCHOR BOLTS SHALL CONFORM TO EITHER ASTM A 307 OR ASTM A 36.
- F. FRAMING BOLTS SHALL CONFORM TO ASTM A325, WITH HARDENED WASHERS AND HEX NUTS.
- G. ALL EXTERIOR STEEL SHAPES, PLATES, NUTS, BOLTS, WASHERS SHALL BE HOT-DIPPED GALVANIZED.
- H. THE STEEL STRUCTURE IS DESIGNED AS A WHOLE WITH THE FLOOR AND ROOF DIAPHRAGM ACTION BRACING THE FRAMES AGAINST GRAVITY AND LATERAL AND VERTICAL WIND FORCES. PROVIDE ALL TEMPORARY BRACING AS REQUIRED IN ORDER TO MAINTAIN STEEL STRUCTURE STABLE UNTIL THE STRUCTURE IS COMPLETE.
- I. SPLICING OF STEEL MEMBERS IS NOT ALLOWED, UNLESS SPECIFIED IN STRUCTURAL DRAWINGS OR APPROVED BY ENGINEER OF RECORD.
- J. ALL BOLTS, NUTS AND WASHERS SHALL BE NEW, RUST-FREE, CLEAN AND WELL LUBRICATED.
- K. BOLT HOLES THROUGH STEEL MEMBERS SHALL BE SHOP-DRILLED, CUT OR PUNCHED. DO NOT USE TORCH OR FLAME TO CUT OR ENLARGE HOLES.
- L. ALL STRUCTURAL STEEL TUBE OR PIPE COLUMNS SHALL BE FILLED WITH 3000 PSI. CONCRETE GROUT. PROVIDE 1/4" DIAMETER WEEP HOLES EACH SIDE "3" FROM TOP AND BOTTOM OF COLUMN.
- M. DO NOT PAINT PARTS OF STEEL MEMBERS TO BE EMBEDDED IN CONCRETE AND SURFACES TO BE IN CONTACT WITH CONCRETE.
- N. FOR FIREPROOFING OF STRUCTURAL STEEL MEMBERS SEE ARCHITECTURAL DRAWINGS.
- O. SEE ARCHITECTURAL, MECHANICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL MISCELLANEOUS STRUCTURAL STEEL NOT SHOWN IN STRUCTURAL DRAWINGS.
- P. FOR PAINTING OF NON-GALVANIZED STRUCTURAL STEEL, SEE STRUCTURAL STEEL PROJECT SPECIFICATIONS.
- Q. WELDING SHALL BE DONE WITH E-70 ELECTRODES, UNLESS OTHERWISE NOTED, CONFORMING TO AWS D1.1. R. ALL SHOP AND FIELD WELDING SHALL BE IN ACCORDANCE WITH AWS D1.1 STRUCTURAL WELDING CODE, 2023 EDITION. ALL WELDERS SHALL BE AWS-CERTIFIED. SUBMIT WELDER CERTIFICATES TO ARCHITECT/ENGINEER FOR APPROVAL BEFORE ANY SHOP OR FIELD-WELDING IS STARTED.

WELDING:

1. ALL WELDING SHOULD BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY A.W.S. BY CERTIFIED WELDERS.
2. CONTRACTORS TO USE E-70 SERIES LOW HYDROGEN ELECTRODES.

DIMENSIONS

- 1.-WHILE THE POSITION OF MOST CONCRETE, STEEL, AND DECKING MEMBERS ARE DEFINED DIRECTLY ON THE STRUCTURAL DRAWINGS THERE ARE INSTANCES WHERE REFERENCE MUST BE MADE TO ARCHITECTURAL OR OTHER DRAWINGS TO DEDUCE A DIMENSION. THE CONTRACTOR IS RESPONSIBLE FOR SUCH DIMENSIONAL COORDINATION AND CROSS REFERENCEING.
- 2.-WITH THE POSITION OF MOST CONCRETE, MASONRY, STEEL, AND DECKING MEMBERS THUS FIXED, THE CONTRACTOR SHALL STILL NEED TO DEDUCE AND COMPUTE OTHER DIMENSIONS THAT ARE DERIVATIVE FROM THE BASIC DIMENSIONS. THESE MAY INCLUDE TRUE DISTANCE BETWEEN WORK POINTS, TRUE LENGTH, AND ORIENTATION OF MEMBERS, AND SO ON. SUCH DERIVATION OR DIMENSIONS IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 3.-TO ENSURE ACCURACY OR THESE DERIVED DIMENSIONS, THE CONTRACTOR IS TO PRODUCE LAYOUT DRAWINGS FOR COORDINATION WITH OTHER TRADES, AS WELL AS DETAILED SHOP DRAWINGS, ALTHOUGH THEY WILL NOT BE CHECKED, THESE LAYOUT DRAWING ARE TO BE SUBMITTED AT THE SAME TIME AS THE RELEVANT SHOP DRAWING.

TEMPORARY WORK NOTES

- 1.-ALL TEMPORARY WORK SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE 2023 FLORIDA BUILDING CODE.
- 2.-IT IS THE CONTRACTOR'S RESPONSIBILITY TO DESIGN AND PROVIDE PROPER SHEETING, SHORING, AND BRACING WHEREVER NECESSARY. SHOP DRAWINGS SHALL BE PREPARED BY A LICENSED PROFESSIONAL ENGINEER AND RETAINED BY THE CONTRACTOR. TEMPORARY BRACING OR THE STEEL FRAME REQUIRED TO MAINTAIN PLUMBNESS AND STABILITY DURING CONSTRUCTION WILL BE THE RESPONSIBILITY OF THE STEEL ERECTOR.
- 3.-CONSTRUCTION LOADS SHALL NOT EXCEED THE CODE REDUCED DESIGN LIVE LOAD PER SQUARE FOOT. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND/OR BRACING TO SUPPORT ANY LOADS WHERE STRUCTURE HAS NOT ATTAINED DESIGN STRENGTH.
- 4.-THE DRAWINGS INDICATE THE COMPLETED STRUCTURE. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ALL TEMPORARY MEASURES NECESSARY FOR ERECTION.

WOOD CONSTRUCTION

THE PROVISIONS OF THIS SECTION APPLY TO DESIGN METHODS AND REQUIREMENTS OF THE 2023 FLORIDA BUILDING CODE.

1. SIZE OF STRUCTURAL MEMBERS.
- COMPUTATIONS TO DETERMINE THE REQUIRED SIZES OF MEMBERS SHALL BE BASED ON THE NET DIMENSIONS (ACTUAL SIZES) AND NOT NOMINAL SIZES.
2. THE FRAMING OF EXTERIOR AND INTERIOR WALLS SHALL BE IN ACCORDANCE WITH THE PROVISIONS SPECIFIED IN SECTION 2301.2 OF THE 2023 FLORIDA BUILDING CODE UNLESS A SPECIFIC DESIGN IS FURNISHED.
3. STUDS SHALL HAVE FULL BEARING ON A 2-INCH-THICK (ACTUAL 1 1/2-INCH, 38 MM) OR LARGER PLATE OR SILL HAVING A WIDTH AT LEAST EQUAL TO THE WIDTH OF THE STUDS.
4. HEADERS, DOUBLE JOISTS, TRUSSES OR OTHER APPROVED ASSEMBLIES THAT ARE OF ADEQUATE SIZE TO TRANSFER LOADS TO THE VERTICAL MEMBERS SHALL BE PROVIDED OVER WINDOW AND DOOR OPENINGS IN LOAD-BEARING WALLS AND PARTITIONS.
5. WOOD WALLS AND BEARING PARTITIONS SHALL NOT SUPPORT MORE THAN TWO FLOORS AND A ROOF UNLESS AN ANALYSIS SATISFACTORY TO THE BUILDING OFFICIAL SHOWS THAT SHRINKAGE OF THE WOOD FRAMING WILL NOT HAVE ADVERSE EFFECTS ON THE STRUCTURE OR ANY PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS OR OTHER EQUIPMENT INSTALLED THEREIN DUE TO EXCESSIVE SHRINKAGE OR DIFFERENTIAL MOVEMENTS CAUSED BY SHRINKAGE. THE ANALYSIS SHALL ALSO SHOW THAT THE ROOF DRAINAGE SYSTEM AND THE FOREGOING SYSTEMS OR EQUIPMENT WILL NOT BE ADVERSELY AFFECTED OR, AS AN ALTERNATE, SUCH SYSTEMS SHALL BE DESIGNED TO ACCOMMODATE THE DIFFERENTIAL SHRINKAGE OR MOVEMENTS.
6. GABLE ENDWALLS SHALL BE STRUCTURALLY CONTINUOUS BETWEEN POINTS OF LATERAL SUPPORT.
7. GABLE ENDWALLS ADJACENT TO CATHEDRAL CEILINGS SHALL BE STRUCTURALLY CONTINUOUS FROM THE UPPERMOST FLOOR TO THE CEILING DIAPHRAGM OR TO THE ROOF DIAPHRAGM.
8. FULL HEIGHT STUDS MAY BE SIZED USING THE BRACING AT A CEILING DIAPHRAGM FOR DETERMINING STUD LENGTH REQUIREMENTS.
9. THE FRAMING OF WOOD-JOISTED FLOORS AND WOOD-FRAMED ROOFS SHALL BE IN ACCORDANCE WITH THE PROVISIONS SPECIFIED IN SECTION 2301.2 OF THE 2023 FLORIDA BUILDING CODE UNLESS A SPECIFIC DESIGN IS FURNISHED.
10. COMBUSTIBLE FRAMING SHALL BE A MINIMUM OF 2 INCHES (51 MM), BUT SHALL NOT BE LESS THAN THE DISTANCE SPECIFIED IN SECTIONS 2111 AND 2113 AND THE 2023 FLORIDA BUILDING CODE, MECHANICAL, FROM FLUES, CHIMNEYS AND FIREPLACES, AND 6 INCHES (152 MM) AWAY FROM FLUE OPENINGS.
11. WALL SHEATHING ON THE OUTSIDE OF EXTERIOR WALLS, INCLUDING GABLES, AND THE CONNECTION OF THE SHEATHING TO FRAMING SHALL BE DESIGNED IN ACCORDANCE WITH THE GENERAL PROVISIONS OF THIS CODE AND SHALL BE CAPABLE OF RESISTING WIND PRESSURES IN ACCORDANCE WITH SECTION 1609 OF THE 2023 FLORIDA BUILDING CODE.
12. WHERE WOOD STRUCTURAL PANEL SHEATHING IS USED AS THE EXPOSED FINISH ON THE OUTSIDE OF EXTERIOR WALLS, IT SHALL HAVE AN EXTERIOR EXPOSURE DURABILITY CLASSIFICATION, WHERE WOOD STRUCTURAL PANEL SHEATHING IS USED ELSEWHERE, BUT NOT AS THE EXPOSED FINISH, IT SHALL BE OF A TYPE MANUFACTURED WITH EXTERIOR GLUE (EXPOSURE 1 OR EXTERIOR). WOOD STRUCTURAL PANEL SHEATHING, CONNECTIONS AND FRAMING SPACING SHALL BE IN ACCORDANCE WITH TABLE 2304.6.1 FOR THE APPLICABLE WIND SPEED AND EXPOSURE CATEGORY WHERE USED IN ENCLOSED BUILDINGS WITH A MEAN ROOF HEIGHT NOT GREATER THAN 30 FEET (9144 MM) AND A TOPOGRAPHIC FACTOR (Kz 2 T) OF 1.0.

13. ALL TIMBER MEMBERS SHALL BE CONSTRUCTED OF No 2 S.Y.P. UNLESS OTHERWISE NOTED ON DRAWINGS.
14. ALL LVL MEMBERS SHALL HAVE AN ALLOWABLE BENDING STRESS OF 2,750 p.s.i. AND AN ALLOWABLE SHEAR STRESS OF 250 p.s.i.
15. ALL WINDOW AND DOOR CERTIFICATIONS SHALL BE BY THE RESPECTIVE MANUFACTURER.
16. TRUSS DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.
17. IF THIS STRUCTURE IS TO BE LOCATED IN THE COASTAL FLOOD HAZARD ZONE, ALL ELECTRICAL AND MECHANICAL DEVICES SHALL BE LOCATED AT OR ABOVE THE FLOOD PLANE. THE FLOOD PLANE ELEVATION LABELED ON OUR DRAWINGS SHALL BE CONFIRMED BY A REGISTERED LAND SURVEYOR. WE TAKE NO RESPONSIBILITY IN THE DETERMINATION OF THIS ELEVATION.
18. CONTRACTOR TO PROVIDE AND FIELD LOCATE VENTILATION RELIEF OF HYDROSTATIC PRESSURE. PROVIDE MINIMUM 1 SQ. IN. OF VENTILATION PER 1 SQ. FT. GARAGE SLAB. INSTALL VENTS AT MAXIMUM OF 12" ABOVE FINISH GRADE.
19. IF NOT OTHERWISE SPECIFIED ALL FILL SHALL BE CLEAN COARSE SAND FREE OF ROOTS AND OTHER DELETERIOUS MATERIAL. FILL SHALL BE PLACED IN 12" LIFTS AND COMPACTED WITH A HEAVY VIBRATORY ROLLER TO 95% OF MAXIMUM MODIFIED PROCTOR DENSITY IN ACCORDANCE WITH ASTM 1557.
20. THE FOUNDATION WAS DESIGNED USING A NET ALLOWABLE SOIL BEARING CAPACITY OF 2,500 P.S.F. CONTRACTOR TO VERIFY.
21. BUILDER ALLOWED TO WET STICK DOWELS.

NOTE:
ROOF COVERING MATERIALS SHALL COMPLY WITH THE FBC 2023 8th EDITION. FOLLOW MANUFACTURERS REQUIREMENTS FOR INSTALLATION.

PRECAST LINTEL DEPTH INCREASE NOTE

CONTRACTOR MAY CONSTRUCT LINTEL BEAMS DEEPER THAN SHOWN ON LINTEL BEAM PROFILES TO A MAXIMUM DEPTH OF 72". REINFORCING STEEL SHALL FOLLOW THE LINTEL BEAM PROFILE WITH THE BOTTOM BARS AND LINTELS PLACED AT THE FINAL BOTTOM DEPTH OF BEAM. MOST BEAM DESIGNATIONS CALL FOR A 16" DEEP BEAM TO BE CAST MONOLITHICALLY WITH THE TIE BEAM ON TOP OF THE MASONRY WALLS. FOR OPENINGS REQUIRING A DEEPER HEADER PRECAST LINTELS MAY BE USED. THE LINTELS ARE TO BE REINFORCED WITH (2) #5 REBAR AND GROUTED SOLID.

ALL PRECAST LINTELS:

PRE-CAST LINTELS SHALL BE MANUFACTURED BY CASTCRETE. USE 8F8-1B/1T.

SLAB ON GRADE NOTES:

- 1.- PROVIDE 4" SLAB OVER VAPOR BARRIER WITH 6 X 6 W 1.4 X W 1.4 W.W.F. OR 3/4 POUND FIBER MESH (UNLESS OTHERWISE NOTED ON PLAN).
- 2.-ALL POROUS FILL MATERIALS SHALL BE A CLEAN GRANULAR MATERIAL WITH 100% PASSING NO.1/2 SIEVE AND NO MORE THAN 5% PASSING A NO. 4 SIEVE. POROUS FILL SHALL BE COMPACTED TO 95% MAX. DRY DENSITY PER ASTM D - 698.
- 3.-ALL WELDED WIRE FABRIC SHALL BE IN ACCORDANCE WITH ASTM A-185. LAP ADJOINING PIECES AT LEAST ONE FULL MESH.
- 4.-SAWOUT JOINTS SHALL BE MADE AS SHOWN. THE CONCRETE IS CURED SUCH THAT THE BLADE DOES NOT DISLODGE AGGREGATE AND THE CUT EDGES DO NOT CRUMBLE. DO NOT WAIT MORE THAN 8 HOURS AFTER CONCRETE HAS "SET".
- 5.-SLAB JOINTS SHALL BE FILLED WITH APPROVED MATERIAL TO CONFORM WITH ASTM C920-87 AND ASTM C 1193-91. THIS SHOULD TAKE PLACE AS LATE AS POSSIBLE, PREFERABLY 4 TO 6 WEEKS AFTER THE SLAB HAS BEEN CAST. PRIOR TO FILLING, REMOVE ALL DEBRIS FORM THE SLAB JOINTS, THEN FILL WITH EPOXY RESIN IN ACCORDANCE WITH THE MANUFACTURE'S RECOMMENDATION.
- 6.-SLAB TO BE PERMANENTLY EXPOSED TO WEATHER SHALL BE AIR ENTRAINED TO 5% (+ 1%) WITH AN ADMIXTURE THAT CONFORMS TO ASTM C-260.
- 7.-THE ALTERNATE WIRES OF THE WELDED WIRE FABRIC MUST BE PRECUT AT THE SLAB CONTRACTION JOINT LOCATIONS TO CREATE A "WEAKENED PLANE". WITHOUT CUTTING THE ALTERNATE WIRES, THE STRENGTH OF THE WIRE WILL PREVENT THE SLAB FORM CRACKING (SEPARATING) AT THE JOINT AND THE SLAB MAY BEGIN TO CRACK ELSEWHERE.
- 8.-SLAB HAS BEEN DESIGNED ON BASED ON UNIFORM LIVE LOAD OF 50 PSF.
- 9.-THE FINISH TOLERANCE OF ALL SLABS SHALL BE IN ACCORDANCE WITH ACI 360-10.

CONCRETE MASONRY WORK:

- 1.- CONCRETE MASONRY WALLS NOTED AS LOAD BEARING WALLS, SHALL BE IN PLACE BEFORE THE SLABS AND BEAMS SUPPORTED BY THEM ARE POURED AS WELL AS THE CONCRETE TIE COLUMNS FRAMING THEM.
- 2.-CONCRETE MASONRY WALLS NOTED AS NON-LOAD BEARING WALLS SHALL BE PLACED AFTER CONCRETE FRAME SUPPORTING THEM ARE 28 DAYS OLD AND ALL SHORING AND RE-SHORING IS COMPLETELY REMOVED FROM BELOW AND ABOVE. HOLD CLEAR OF CONCRETE ABOVE UNTIL ALL REPAIRED DEAD LOAD DEFLECTION OF CONCRETE SLAB OR BEAM ABOVE HAS OCCURED. FILL JOINT WITH MORTAR AND SEAL AS REQUIRED BY ARCHITECTURAL DRAWINGS TO PREVENT WATER INTRUSION.
- 3.-ALL CONCRETE MASONRY UNITS (CMU) SHALL CONFORM TO ASTM C 90, "STANDARD SPECIFICATIONS FOR HOLLOW LOAD BEARING CONCRETE MASONRY UNITS" WITH A NET AREA COMPRESSIVE STRENGTH OF CONCRETE MASONRY UNITS OF 1900 PSI.
- 4.-MORTAR SHALL CONFORM TO ASTM C 270, TYPE "M", WITH A MINIMUM AVERAGE STRENGTH OF CONCRETE MASONRY UNITS OF 1900 PSI.
- 5.-CONCRETE MASONRY STRENGTH, FN, SHALL BE A MINIMUM OF 1900 PSI.
- 6.-VERTICAL REINFORCING IN CMU CELLS SHALL BE SPLICED WITH 48 BAR DIAMETER LAP SPLICES. PROVIDE CLEAN OUT HOLES AT BASE OF FILLED CELLS FOR LAP INSPECTION AND VERIFYING THAT THE CELLS HAVE BEEN FILLED SOLID WITH GROUT.
- 7.-FILLED CELLS SHALL BE FILLED WITH 3000 PSI SELF CONSOLIDATING GROUT AS PER ACI 530-13 AND ACI 530.1-13. 8.-ALL CMU WALLS SHALL BE HORIZONTALLY REINFORCED WITH STANDARD NO. 9 LADDER-TYPE GALVANIZED STEEL REINFORCING EVERY SECOND COURSE. EXTEND REINFORCING A MINIMUM OF 4 INCHES INTO TIE COLUMNS.
- 9.-PROVIDE GALVANIZED STEEL DOVETAIL ANCHORS EVERY OTHER COURSE CONNECTING NON LOAD-BEARING WALLS TO CONCRETE COLUMNS AND SHEAR WALLS.
- 10.-REINFORCING BARS IN GROUTED CELLS SHALL BE SECURED IN PLACE AT BASE OF BAR AND ABOVE BEFORE GROUTING OF CELL, WITH GALVANIZED POSITIONERS.
- 11.-REINFORCING BARS BE SHALL CENTERED IN THE BLOCK CELL. DOWELS NOT LINED UP WITH THE BLOCK CELL SHALL NOT BE SLOPED MORE THAN 1 IN 6. HORIZONTAL DISTANCE BETWEEN DOWEL AND REINFORCING BAR MAY BE UP TO 8"(ONE BLOCK CELL APART)
- 12.-ANCHOR BOLTS SHALL BE EMBEDDED IN WALLS IN GROUTED CELLS.
- 13.-GROUTED CELLS WHERE WEDGE ANCHORS ARE TO BE INSTALLED SHALL HAVE THE BLOCK SHELL REMOVED SO THAT WEDGE ANCHOR IS EMBEDDED IN SOLID CONCRETE GROUT. FILL ONE COURSE BELOW AND ABOVE ANCHOR LOCATION.
- 14.-REINFORCING BARS SHALL BE LOCATED AS INDICATED IN PLAN OR CALLED OUT BY NOTES IN PLANS. WHERE PLANS AND NOTES DISAGREE CONSULT ENGINEER OF RECORD FOR CLARIFICATION.
- 15.-LAY MASONRY UNITS IN RUNNING BOND.
- 16.-PROVIDE 30 LBS. FELT PAPER TO ISOLATE WOOD FROM MASONRY WALLS. USE PRESSURE TREATED WOOD FOR LEDGERS IN CONTACT WITH MASONRY WALL.

ANCHORS IN CONCRETE AND MASONRY

- 1.-POST INSTALLED ANCHORS SHALL BE USED ONLY WHERE SPECIFIED ON STRUCTURAL DRAWINGS.
- 2.-THE INSTALLATION OF POST INSTALLED ANCHORS AS REPAIR FOR MISSING OR MISPLACED CAST IN-PLACE ANCHORS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER OF RECORD (EOR).
- 3.-EXISTING REINFORCING BARS IN THE CONCRETE STRUCTURE SHALL NOT BE CUT UNLESS APPROVED BY THE EOR.
- 4.-POST-INSTALLED ANCHORS SPECIFIED ON THE DRAWINGS FORM THE BASIS OF DESIGN. SUBSTITUTIONS WITH EQUAL OR BETTER ANCHORS SHALL BE SUBMITTED FOR APPROVAL BY EOR.
- 5.-SUBMITTAL OF ALL PROPOSED PRODUCTS, WITH TECHNICAL DATA AND CURRENT ICC-ESR REPORTS IS REQUIRED FOR REVIEW AND APPROVAL BY EOR. ADDITIONAL CALCULATIONS FOR SPECIFIC APPLICATIONS MAY BE REQUIRED BY THE EOR.
- 6.-ALL ANCHORS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS (MPII) IN CONJUNCTION WITH EDGE DISTANCE, SPACING AND EMBEDMENT DEPTH AS INDICATED ON THE DRAWING.
- 7.-THE CONTRACTOR SHALL ARRANGE FOR A MANUFACTURER'S FIELD REPRESENTATIVE TO PROVIDE INSTALLATION TRAINING FOR ALL PRODUCTS TO BE USED, PRIOR TO COMMENCEMENT OF WORK. ONLY TRAINED INSTALLERS SHALL PERFORM POST INSTALLED ANCHOR INSTALLATION. A RECORD OF TRAINING SHALL BE KEPT ON SITE AND BE MADE AVAILABLE TO THE EOR AND INSPECTOR AS REQUESTED.
- 8.-ADHESIVE ANCHORS INSTALLED IN HORIZONTAL OR UPWARDLY INCLINED ORIENTATIONS TO SUPPORT SUSTAINED TENSION LOADS SHALL BE PERFORMED BY A CERTIFIED ADHESIVE ANCHOR INSTALLER (AAI) AS CERTIFIED THROUGH ACICRSI (ACI 318). PROOF OF CURRENT CERTIFICATION SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO COMMENCEMENT OF INSTALLATION.
- 9.-ADHESIVE ANCHORS MUST BE INSTALLED IN CONCRETE AGED A MINIMUM OF 21 DAYS (ACI 318).
- 10.-POST-INSTALLED ANCHORS UTILIZED IN STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY C, D, E OR F SHALL ADDITIONALLY BE QUALIFIED PER THE PROVISIONS FOR EARTHQUAKE LOADING IN THE APPLICABLE ACCEPTANCE CRITERIA.

CONCRETE ANCHORS:

- 11.-MECHANICAL ANCHORS SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH AC 355.2 AND ICC-ES AC193 FOR CRACKED AND UNCRACKED CONCRETE.
- 12.-ADHESIVE ANCHORS SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.4 AND ICC-ES AC308 FOR CRACKED AND UNCRACKED CONCRETE.
- 13.-CAST-IN-PLACE INSERTS SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC-ES AC446 FOR CRACKED AND UNCRACKED CONCRETE.

MASONRY ANCHORS:

- 14.-MECHANICAL ANCHORS SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC-ES OR AC106.
- 15.-ADHESIVE ANCHORS SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC-ES AC58.

POWER ACTUATED FASTENERS:

- 16.-POWER ACTUATED FASTENERS SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC-ES AC70.

GENERAL NOTES

CRONIN ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NUMBER: 897

6627 WILLOW PARK DRIVE
NAPLES, FL 34109

PHONE: (239) 593-2157 FAX: 593-8820

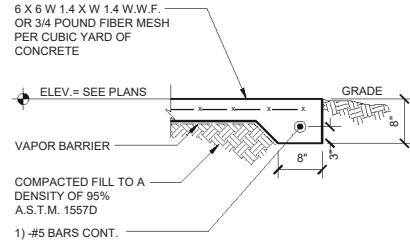
TURNLEAF MONUMENTS
CHARLOTTE COUNTY, FL

BURNT STORE DEVELOPERS
FLORIDA

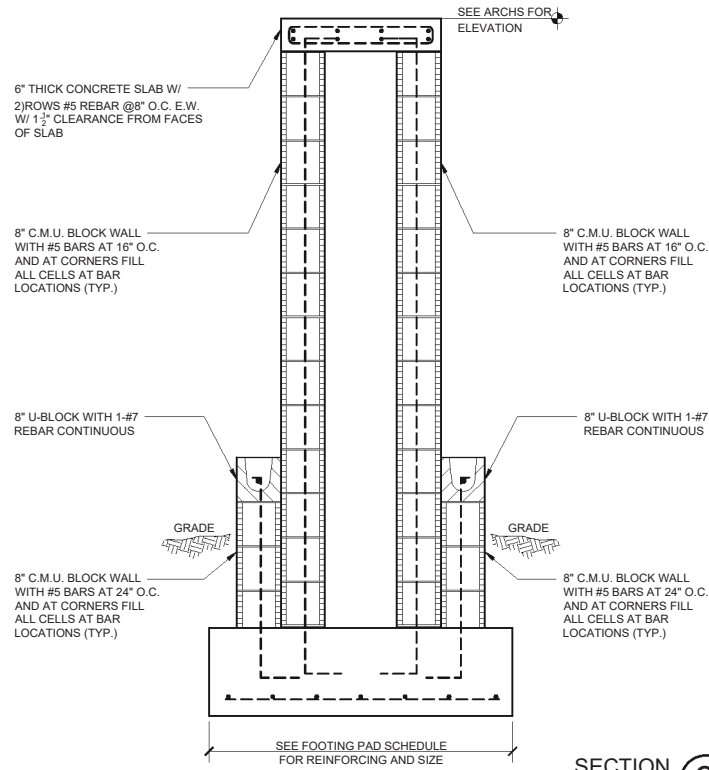
CERTIFY THAT THESE PLANS AND SPECIFICATIONS CONFORM TO LOCAL BUILDING CODE REQUIREMENTS

DEREK P. CRONIN
FLORIDA PE. NO. 582

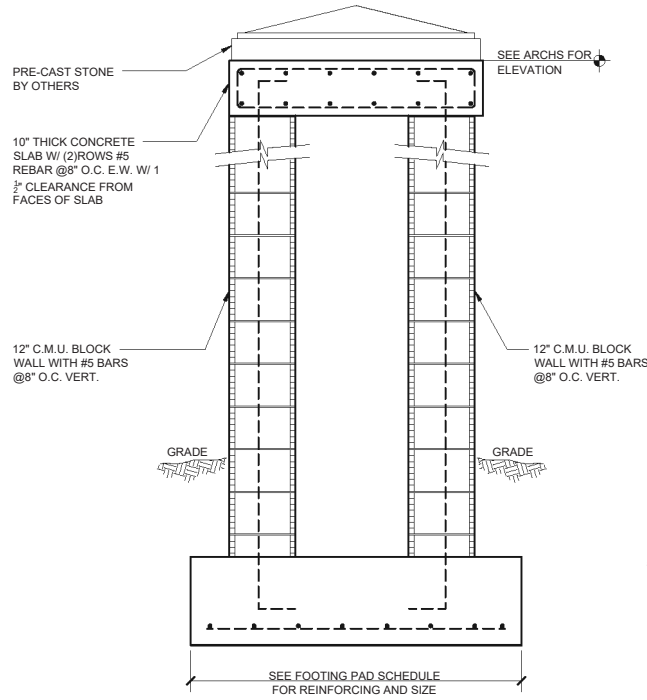
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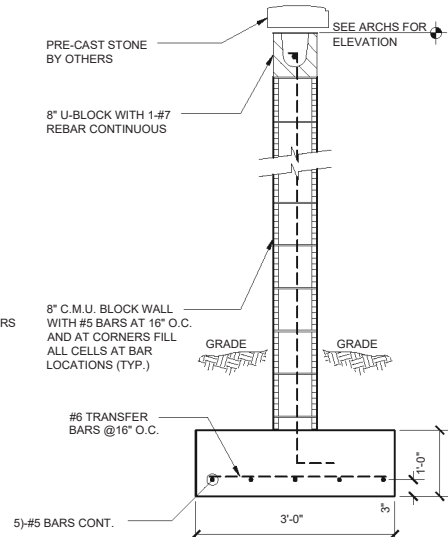
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SECTION 3
SCALE: 3/4" = 1'-0"



SECTION 2
SCALE: 3/4" = 1'-0"



SECTION 1
SCALE: 3/4" = 1'-0"

TURNLEAF MONUMENTS
CHARLOTTE COUNTY, FL

BURNT STORE DEVELOPERS
FLORIDA

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DEREK P. CRONIN
FLORIDA PE NO. 5841

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CHARLOTTE COUNTY

TURNLEAF PHASE 1
ENTRANCE MONUMENT
ELECTRICAL SERVICE PLAN

INDEX OF ELECTRICAL PLANS

SHEET NO.	SHEET DESCRIPTION
E-1	KEY SHEET
E-2	GENERAL ELECTRIC NOTES AND SPECIFICATIONS RISER DIAGRAM, NOTES PANEL SCHEDULE
E-3	ELECTRICAL SERVICE PLAN

PLANS PREPARED FOR:

BURNT STORE DEVELOERS, LLC
78 BAYMEADOWS ROAD EAST, SUITE 205
JACKSONVILLE, FL 32256

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

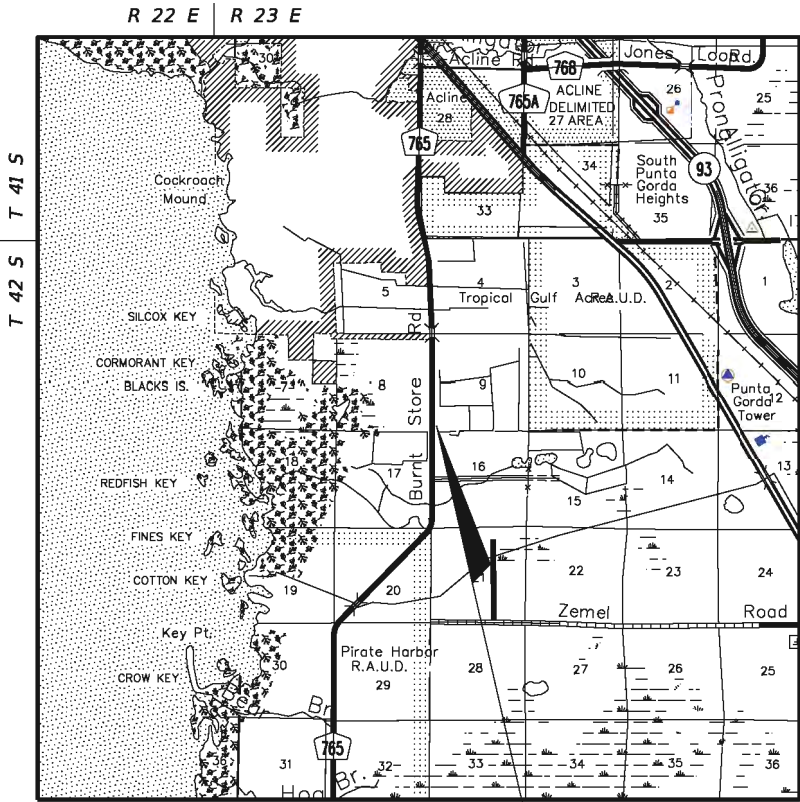
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: IR (NONE)

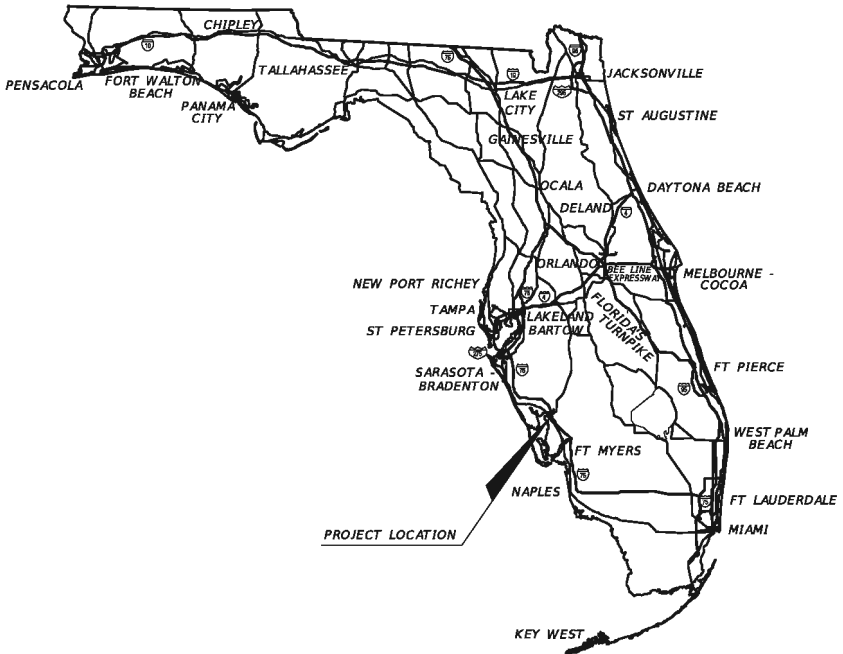
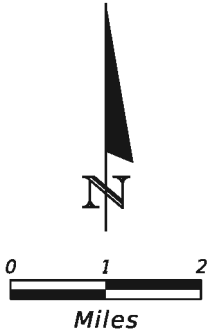
Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, 2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>



PROJECT LOCATION



ELECTRICAL SHOP DRAWINGS
TO BE SUBMITTED TO:
TREBILCOCK CONSULTING SOLUTIONS, PA
2800 DAVIS BLVD, SUITE 200, NAPLES FL 34104

PLANS PREPARED BY:



TREBILCOCK CONSULTING SOLUTIONS, PA
2800 DAVIS BLVD, SUITE 200, NAPLES FL 34104
PHONE: 239 566 9551
FAX: 239 566 9553

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

PLANS ISSUED FOR 100% SUBMITTAL: 09.11.23



LIGHTING PLANS ENGINEER OF RECORD:
NORMAN J. TREBILCOCK AICP, PTOE, PE
CERTIFICATE OF AUTHORIZATION No. 27796
PE No. 47116

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ON ANY ELECTRONIC COPIES.

FISCAL YEAR	SHEET NO.
24	E-1

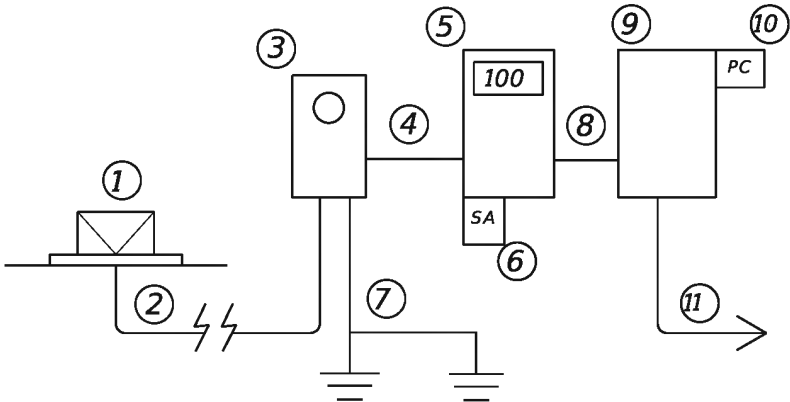
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

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GENERAL ELECTRICAL NOTES AND SPECIFICATIONS

- 1) ELECTRICAL WORK SHALL BE IN CONFORMANCE WITH CURRENT LOCAL, STATE AND FEDERAL CODES AND ORDINANCES GOVERNING ELECTRICAL SYSTEMS AND SHALL BE COORDINATED WITH GOVERNING AGENCIES, UTILITIES AND OTHER CONTRACTORS AND ANY TRADES ASSOCIATED WITH THIS PROJECT.
- 2) ELECTRICAL INSTALLATION TO BE IN COMPLIANCE WITH THE MOST CURRENT ADOPTED EDITION OF NFPA-70, NATIONAL ELECTRIC CODE (NEC).
- 3) ELECTRICAL WORK SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTAL COSTS FOR THE INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM AND SHALL BE INSTALLED IN A NEAT AND WORKMAN LIKE MANNER BY PERSONS SKILLED IN THE TRADE.
- 4) ELECTRICAL WORK SHALL BE DONE UNDER THE SUPERVISION OF A LICENSED ELECTRICAL CONTRACTOR AUTHORIZED TO WORK IN THE GEOGRAPHIC AREA OF THE PROJECT.
- 5) THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND COORDINATING ALL UTILITY AND ELECTRICAL SERVICE REQUIREMENTS WITH THE APPROPRIATE UTILITY AND POWER COMPANY FIELD ENGINEERS PRIOR TO BIDDING ON THIS PROJECT.
- 6) THE ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BIDDING AND PROCEEDING WITH THE WORK ASSOCIATED WITH THIS PROJECT IN ORDER TO BECOME FAMILIAR WITH EXISTING AND PROPOSED FIELD CONDITIONS. FAILURE TO DO SO WILL NOT ENTITLE THEM TO ANY ADDITIONAL COMPENSATION.
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- 12) UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL SUPPLY OWNER A MINIMUM ONE SET OF AS-BUILT DRAWINGS SHOWING EXACT ELECTRICAL INSTALLATION.
- 13) ALL CONDUCTORS ARE COPPER WITH THHN OR THWN INSULATION UNLESS OTHERWISE NOTED.
- 14) COORDINATION OF THE MOUNTING HEIGHT FOR EQUIPMENT AND DEVICES WITH THE ARCHITECT/OWNER SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
- 15) ELECTRICAL INSTALLATION TO INCLUDE CONNECTION TO ALL EQUIPMENT INDICATED ON THE DRAWINGS INCLUDING EQUIPMENT FURNISHED AND INSTALLED BY OTHERS.
- 16) TWO AND THREE POLE CIRCUIT BREAKERS TO BE COMMON TRIP; NO TIE HANDLES, TANDEM OR "WAFER BREAKERS" WILL BE ACCEPTED.
- 17) ELECTRICAL DEVICES SHALL BE U.L. LISTED, COMMERCIAL GRADE, WHITE, STANDARD RECEPTACLES AND SWITCHES. UNLESS OTHERWISE NOTED.
- 18) RECEPTACLES INSTALLED IN DAMP/WET LOCATIONS SHALL BE GROUND FAULT CIRCUIT INTERRUPTER PROTECTED AND UL LISTED FOR USE IN WET LOCATIONS.
- 19) RECEPTACLES INSTALLED IN WET LOCATION SHALL UTILIZE A UL LISTED WEATHERPROOF "IN-USE"COVER.
- 20) FLEXIBLE CONDUIT SHALL BE USED FOR CONNECTION TO ROTATING MACHINES AND VIBRATING EQUIPMENT. LIQUIDTIGHT FLEXIBLE METALIC OR NON-METALIC CONDUIT (LFMC OR LFNC), AS APPLICABLE, SHALL BE USED IN DAMP OR EXTERIOR LOCATIONS.



RISER DIAGRAM

NTS

EQUAL TO: SQUARE "D"										VOLTAGE: 120/240, 1 PH, 3W					
PANEL "ENTRY"										MAINS: 100A					
MOUNTING: SURFACE										TYPE MAINS: MAIN BREAKER					
CKT NO.	IDENTIFICATION		OCP	POLES	WIRE	A	B	CKT NO.	IDENTIFICATION		OCP	POLES	WIRE	A	B
1	ENTRY MONUMENT - NORTH	-	20	2	#8	0.9		2	LANDSCAPE LTG - NORTH	-	20	1	#10	0.3	
3	"	-	"	"	"		0.9	4	LANDSCAPE LTG - ISLAND	-	20	1	#10		0.2
5	ENTRY MONUMENT - SOUTH	-	20	2	#8	0.9		6	LANDSCAPE LTG - SOUTH	-	20	1	#10	0.3	
7	"	-	"	"	"		0.9	8	CONTROL	-	20	1	#12		0.9
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17	SURGE ARRESTOR	-	20	2	#10	0.0		18	SPACE	-	-	-	-	-	
19	"	-	"	"	"		0.0	20	SPACE	-	-	-	-	-	
SUB TOTAL KVA		3.6			TOTALS	1.8	1.8	SUB TOTAL KVA		1.7			TOTALS	0.6	1.1
TOTAL KVA =		5.3	KVA	x 1,000 =		5,300		5,300 VA/240 =		22.1		AMPS			

PANEL SCHEDULE

RISER DIAGRAM NOTES

- 1) FPL TRANSFORMER 120/240 VOLT SINGLE-PHASE. COORDINATE EXACT TRANSFORMER LOCATION AND ENTRANCE REQUIREMENTS WITH FPL.
- 2) SERVICE LATERAL: 1 SET OF 2 #2 COPPER CONDUCTORS AND 1 #2 COPPER CONDUCTOR NEUTRAL IN 1-1/2" SCHEDULE 40 PVC. USE SCHEDULE 80 PVC FROM BELOW GRADE TO METER SOCKET.
- 3) METER SOCKET: 120/240 VOLT, 100 AMP, SINGLE PHASE, COMMERCIAL, LEVER BY-PASS.
- 4) 1 SET OF 2 #2 COPPER CONDUCTORS AND 1 #2 COPPER CONDUCTOR NEUTRAL IN 1-1/2" SCHEDULE 80 PVC.
- 5) MAIN DISCONNECTING MEANS: 120/240 VOLT, 100 AMP, SINGLE PHASE, SURFACE MOUNTED, NEMA 3R ENCLOSURE, PANEL WITH 100 AMP MAIN CIRCUIT BREAKER, 20 SPACE, MOUNTED ON CONCRETE POST ADJACENT TO METER. NOTE: THE MAIN BREAKER FAULT CURRENT RATING MUST BE GREATER THAN THE FAULT CURRENT AVAILABLE AT TRANSFORMER TERMINALS. THE TRANSFORMER FAULT CURRENT RATING SHALL BE OBTAINED FROM FPL PRIOR TO ORDERING THE MAIN CIRCUIT BREAKERS.
- 6) SURGE ARRESTOR: 120/240 VOLT, SINGLE-PHASE, INTERMATIC AG2401C3 TYPE 1 OR EQUAL.
- 7) GROUNDING ELECTRODE SYSTEM:
- A) 1 #8 COPPER GROUNDING ELECTRODE CONDUCTOR RUN UNBROKEN FROM THE GROUNDING TERMINAL OR BUS IN THE METER ENCLOSURE TO THE DRIVEN GROUND RODS.
- B) 2 5/8" GROUND RODS DRIVEN A MINIMUM 8'-0" AND SPACED A MINIMUM OF 6'-0" APART.
- C) GROUNDING ELECTRODE CONDUCTOR TO BE PROTECTED BY SCHEDULE 80 PVC FROM BELOW GRADE TO METER ENCLOSURE.
- D) GROUNDED SERVICE CONDUCTOR (NEUTRAL) TO BE BONDED TO GROUNDING ELECTRODE SYSTEM PER NEC 250.24.
- 8) CONDUIT AND CONDUCTORS TO CONTROL PANEL PER PANEL SCHEDULE.
- 9) LIGHTING CONTROL PANEL: 1 6-POLE, ELECTRICALLY HELD, LIGHTING CONTACTOR WITH 120 VOLT COIL IN NEMA 4X ENCLOSURE. INSTALL ON-OFF-AUTO SWITCH TO ALLOW FOR MANUAL OPERATION OF THE LIGHTING SYSTEM.
- 10) LIGHTING CONTROL: 120-277 VOLT PHOTOCELL, INTERMATIC EK4536 OR EQUAL.
- 11) CONDUIT AND CONDUCTORS TO ENTRYWAY LIGHTING.

NORMAN TREBILCOCK, AICP, PTOE, PE #47116
TCS CERTIFICATE OF AUTHORIZATION No. 27796
ISSUED FOR 100% SUBMITTAL: 09.11.24

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



TREBILCOCK
CONSULTING SOLUTIONS

2800 DAVIS BLVD SUITE 200 NAPLES FL 34104

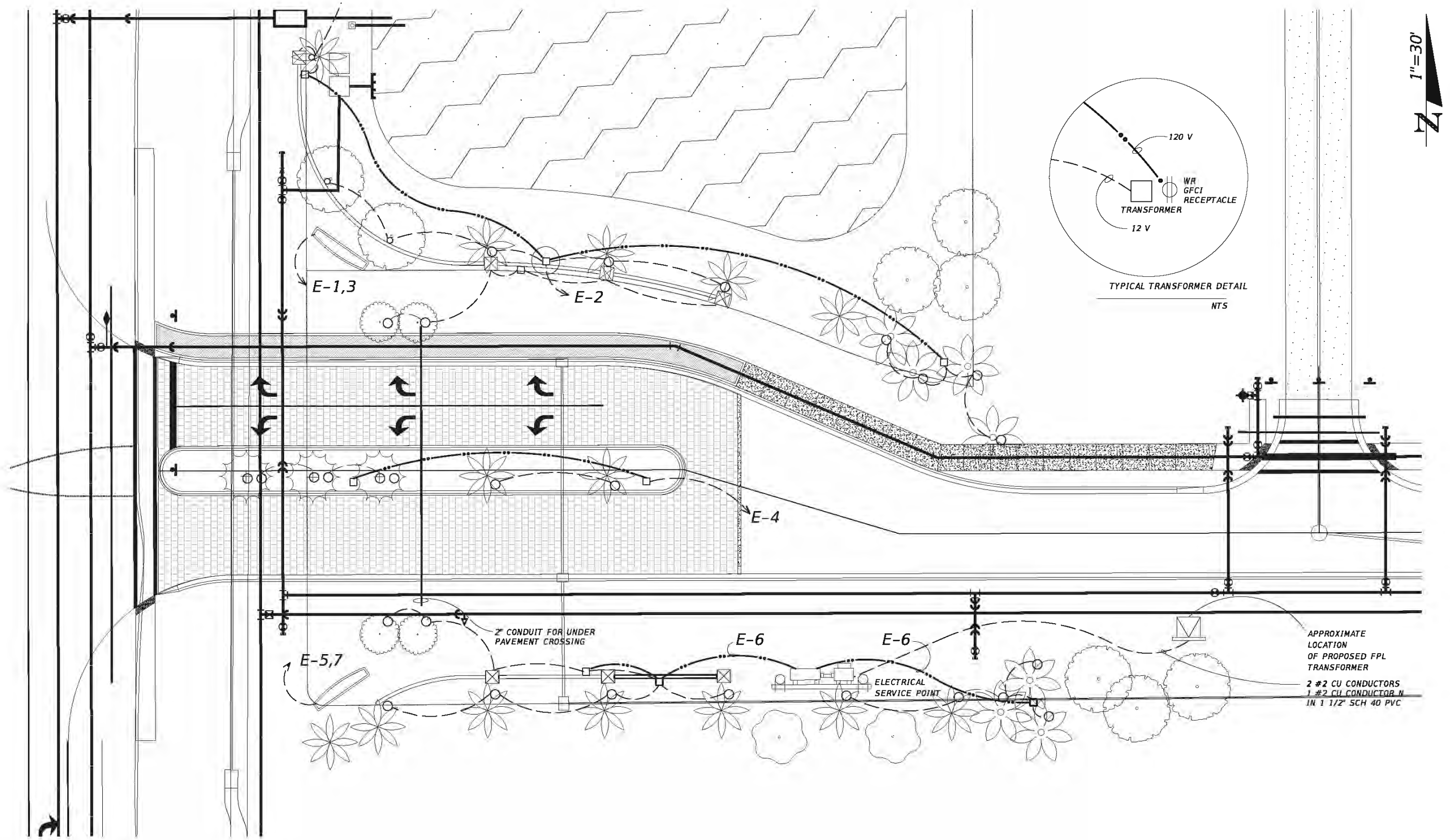
TURNLEAF PHASE 1 - ENTRANCE MONUMENT ELECTRICAL SERVICE PLAN		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	N/A

**GENERAL ELECTRICAL NOTES
& SPECIFICATIONS,
RISER DIAGRAM NOTES
PANEL SCHEDULE**

SHEET
NO.

E-2

9/12/2024 12:20:13 PM K Denny Z:\Operations\Projects\3 County - Charlotte\Turnleaf Phase 1 Entry Monument_B.15.23\5 Electrical\Cad Files\Micro Station\106-23_OPI_LS_BASE.dgn



NORMAN TREBILCOCK, AICP, PTOE, PE #47116
TCS CERTIFICATE OF AUTHORIZATION No. 27796
ISSUED FOR 100% SUBMITTAL: 09.11.24

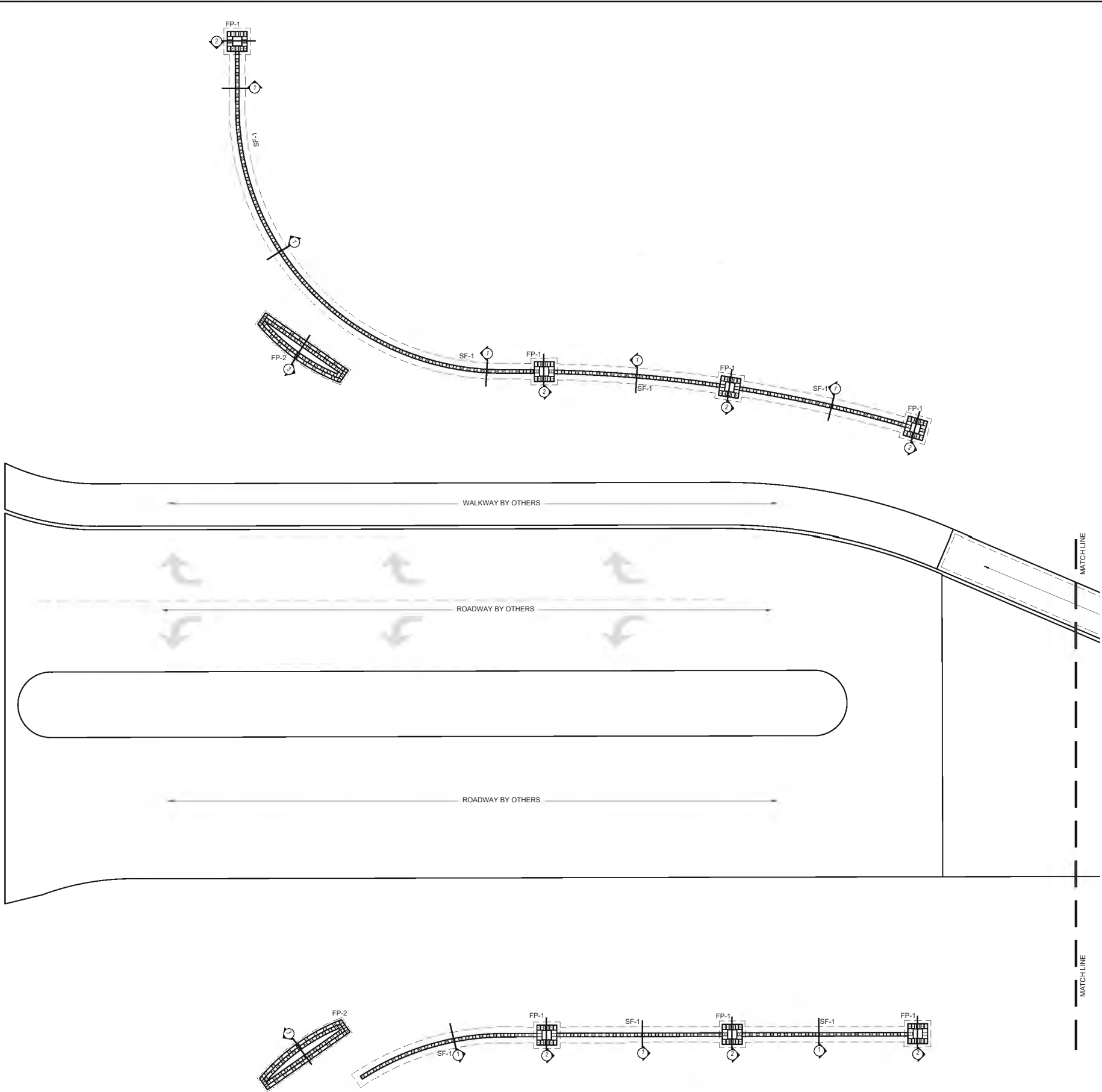
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



TREBILCOCK
CONSULTING SOLUTIONS
2800 DAVIS BLVD SUITE 200 NAPLES FL 34104

TURNLEAF PHASE 1 - ENTRANCE MONUMENT ELECTRICAL SERVICE PLAN		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	N/A

ELECTRICAL SERVICE PLAN		SHEET NO.
		E-3



FILLED CELL LEGEND	
	8" REINFORCED MASONRY BLOCK WITH (1) - #5 VERTICAL REBAR FILLED WITH A MINIMUM OF 3000 P.S.I. CONCRETE
	12" REINFORCED MASONRY BLOCK WITH (1)-#5 VERTICAL REBAR FILLED WITH A MINIMUM OF 3000 P.S.I. CONCRETE
	16" REINFORCED MASONRY BLOCK WITH (2)-#5 VERTICAL REBAR FILLED WITH A MINIMUM OF 3000 P.S.I. CONCRETE
	8" - 45 DEGREE REINFORCED MASONRY CORNER BLOCK WITH (2)-#5 VERTICAL REBAR FILLED WITH A MINIMUM OF 3000 P.S.I. CONCRETE - (BUTTERFLY TYPE)

NOTE:
COORDINATE ALL COLUMN AND PAD FOOTING LOCATIONS WITH ARCHITECTURAL WALL DIMENSION PLANS

NOTE:
COORDINATE ALL RECESSES FOR DOOR THRESHOLDS WITH ARCHITECTURAL PLANS AND MANUFACTURERS REQUIREMENTS.

FOOTING PAD SCHEDULE	
F. PAD	FOOTING PAD DESCRIPTION
FP-1	60"X60"X16" CONC. FOOTING PAD WITH (10) #5 EACH WAY 3" CLEAR FROM BOTTOM OF PAD
FP-2	236"X55"X16" CONC. FOOTING PAD WITH #5 @8" O.C. EACH WAY 3" CLEAR FROM BOTTOM OF PAD

FOOTING SCHEDULE	
FOOTING	FOOTING DESCRIPTION
SF-1	36" WIDE X 12" DEEP W/ (5)#5 REBAR & #6 TRANSFER BARS @16" O.C. CONT. STEMWALL FOOTING
MF-1	8" WIDE X 8" DEEP W/ (1)#5 REBAR CONT. MONOLITHIC FOOTING

FOUNDATION PLAN
SCALE: 1" = 10'-0"

TURNLEAF MONUMENTS CHARLOTTE COUNTY, FL		CRONIN ENGINEERING, INC. CERTIFICATE OF AUTHORIZATION NUMBER: 8597		Digitally signed Derek Cronin Date: 2024.09.18:13:40 P. CRONIN	
BURNT STORE DEVELOPERS FLORIDA		6627 WILLOW PARK DRIVE NAPLES, FL 34109 PHONE: (239) 593-2157 FAX: 593-8820		DATE: 08/21/24 PROJECT NO.: 2003-03-01 DRAWN BY: JED	
S-1		FOUNDATION PLAN		NO. REVISION DATE	

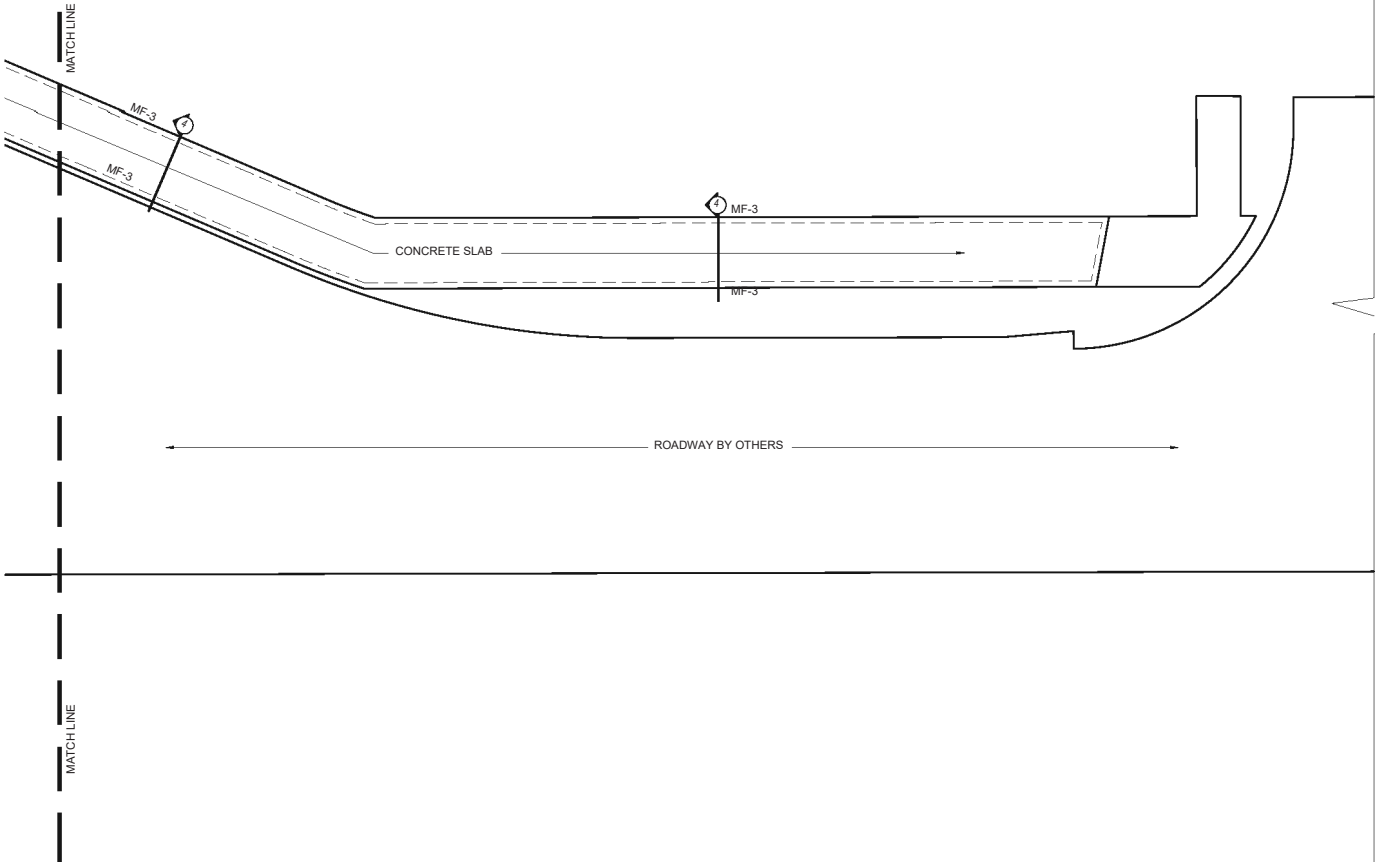
FILLED CELL LEGEND	
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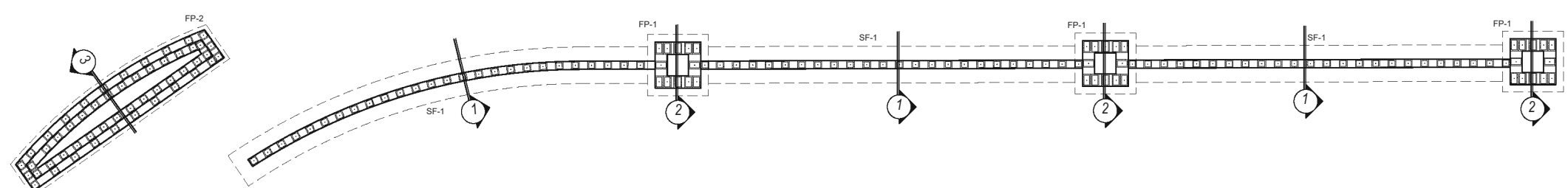
FOOTING PAD SCHEDULE	
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SCALE: 1" = 10'-0"

TURNLEAF MONUMENTS CHARLOTTE COUNTY, FL BURNT STORE DEVELOPERS FLORIDA	CRONIN ENGINEERING, INC. CERTIFICATE OF AUTHORIZATION NUMBER: 8597 6627 WILLOW PARK DRIVE NAPLES, FL 34109 PHONE: (239) 593-2157 FAX: 593-8820	 Derek Cronin Date: 2024.06.18 18:13:00 -04'00'	FOUNDATION PLAN		NO	REVISION	DATE



RIGHT ENTRY WALL & SIGN FOUNDATION PLAN
SCALE: 3/16" = 1'-0"

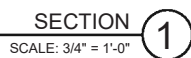
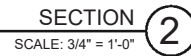
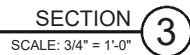
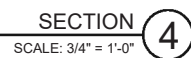
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TURNLEAF MONUMENTS
CHARLOTTE COUNTY, FL
BURNBURN STORE DEVELOPERS
FLORIDA

DATE: 08/21/24	PROJ. NO.: 5003-01-01	DWN BY: GD	NO.	REVISION	DATE
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S-2	TURNLEAF MONUMENTS CHARLOTTE COUNTY, FL BURN'T STORE DEVELOPERS FLORIDA	CRONIN ENGINEERING, INC. CERTIFICATE OF AUTHORIZATION NUMBER: 8597 6627 WILLOW PARK DRIVE NAPLES, FL 34109 PHONE: (239) 593-2157 FAX: 593-8820		Digitally signed by Derek Cronin Date: 2024.09.12 18:12:46 -04'00'		DEREK CRONIN FLORIDA PE NO 1536		DATE: 08/21/24 PROJ. NO.: 5003-01-01 DWG. BY: GD		NO.	REVISION	DATE
		GENERAL NOTES										



DATE: 06/21/74		PROJ. NO.: 5403-01-03	AWY. BY: GD	NO.	REVISION	DATE
SECTIONS						

9/12/2024 12:16:24 PM M:Denney Z:\Operations\Projects\3 County - Charlotte\Turnleaf Phase 1 Entry Monument_8.15.23\5 Electrical\Cad Files\Micro Station\E1 Keysheet Trun Leaf.dgn

CHARLOTTE COUNTY

TURNLEAF PHASE 1
ENTRANCE MONUMENT
ELECTRICAL SERVICE PLAN

INDEX OF ELECTRICAL PLANS

SHEET NO.	SHEET DESCRIPTION
E-1	KEY SHEET
E-2	GENERAL ELECTRIC NOTES AND SPECIFICATIONS RISER DIAGRAM, NOTES PANEL SCHEDULE
E-3	ELECTRICAL SERVICE PLAN

PLANS PREPARED FOR:

BURNT STORE DEVELOERS, LLC
78 BAYMEADOWS ROAD EAST, SUITE 205
JACKONVILLE, FL 32256

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

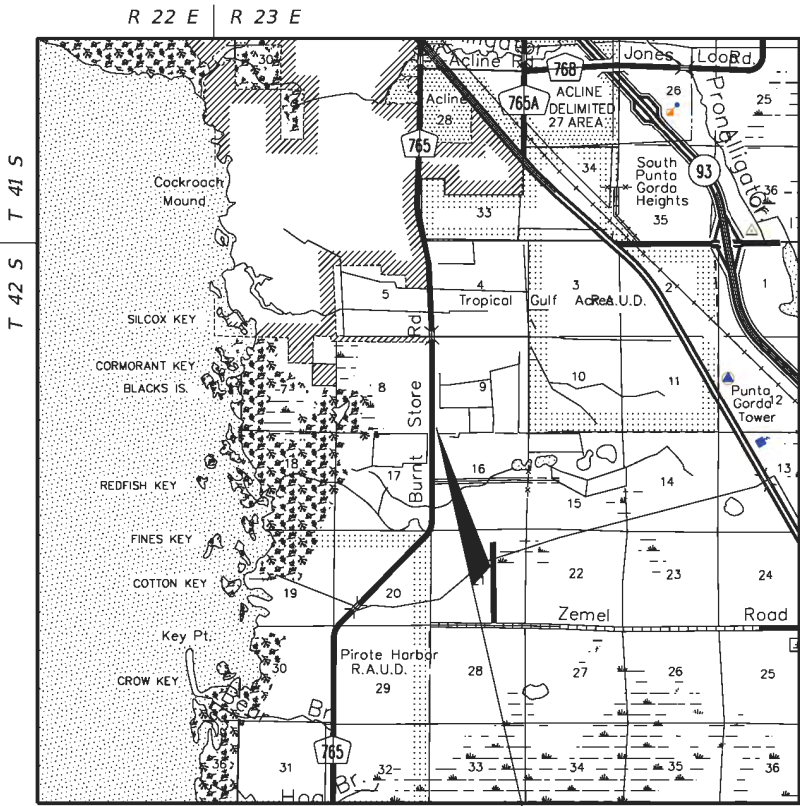
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: IR (NONE)

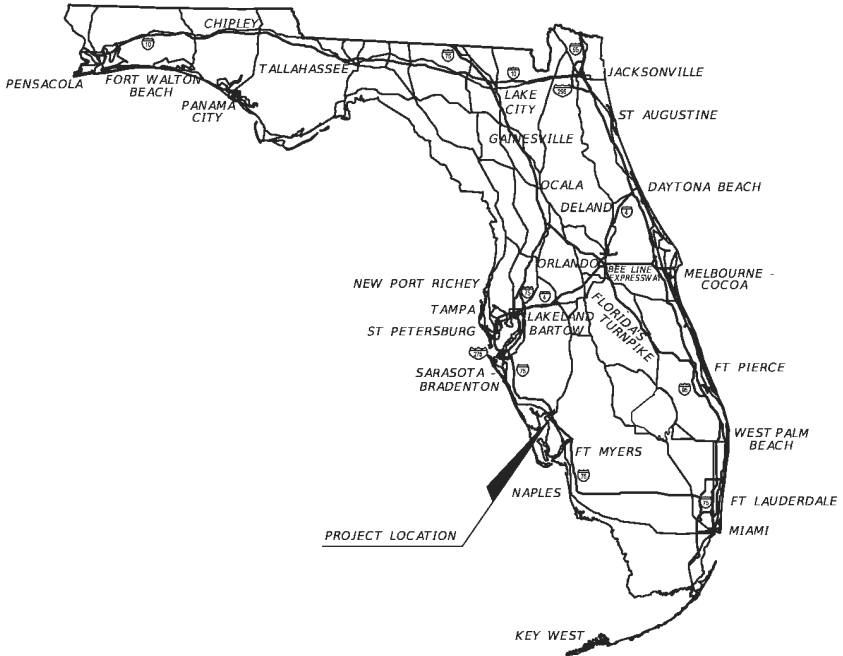
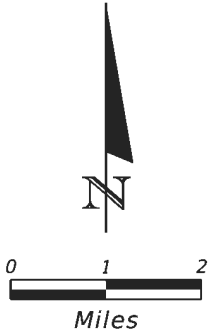
Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, 2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>



PROJECT LOCATION



ELECTRICAL SHOP DRAWINGS
TO BE SUBMITTED TO:
TREBILCOCK CONSULTING SOLUTIONS, PA
2800 DAVIS BLVD, SUITE 200, NAPLES FL 34104

PLANS PREPARED BY:



TREBILCOCK CONSULTING SOLUTIONS, PA
2800 DAVIS BLVD, SUITE 200, NAPLES FL 34104
PHONE: 239 566 9551
FAX: 239 566 9553

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

PLANS ISSUED FOR 100% SUBMITTAL: 09.11.23

Digitally signed by Norman Trebilcock
DN: c=US, sn=Trebilcock,
givenName=Norman,
email=Ntrebilcock@trebilcock.biz,
cn=Norman Trebilcock
Date: 2024.09.13 09:17:37 -04'00'

LIGHTING PLANS ENGINEER OF RECORD:
NORMAN J. TREBILCOCK AICP, PTOE, PE
CERTIFICATE OF AUTHORIZATION No. 27796
PE No. 47116

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

FISCAL YEAR	SHEET NO.
24	E-1

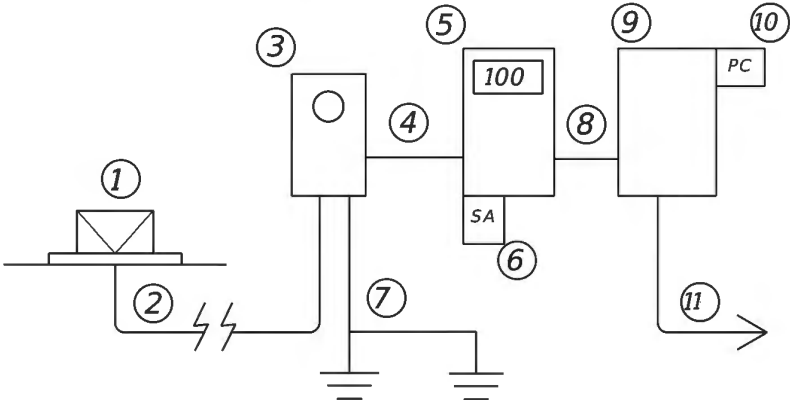
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

9/12/2024 12:15:38 PM Z:\Operations\Projects\3 County - Charlotte\Turnleaf Phase 1 Entry Monument_8.15.23\5 Electrical\Cad Files\Micro Station\E2 Riser Diagram and Notes Turn Leaf.dgn M Deiny

GENERAL ELECTRICAL NOTES AND SPECIFICATIONS

- 1) ELECTRICAL WORK SHALL BE IN CONFORMANCE WITH CURRENT LOCAL, STATE AND FEDERAL CODES AND ORDINANCES GOVERNING ELECTRICAL SYSTEMS AND SHALL BE COORDINATED WITH GOVERNING AGENCIES, UTILITIES AND OTHER CONTRACTORS AND ANY TRADES ASSOCIATED WITH THIS PROJECT.
- 2) ELECTRICAL INSTALLATION TO BE IN COMPLIANCE WITH THE MOST CURRENT ADOPTED EDITION OF NFPA-70, NATIONAL ELECTRIC CODE (NEC).
- 3) ELECTRICAL WORK SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTAL COSTS FOR THE INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM AND SHALL BE INSTALLED IN A NEAT AND WORKMAN LIKE MANNER BY PERSONS SKILLED IN THE TRADE.
- 4) ELECTRICAL WORK SHALL BE DONE UNDER THE SUPERVISION OF A LICENSED ELECTRICAL CONTRACTOR AUTHORIZED TO WORK IN THE GEOGRAPHIC AREA OF THE PROJECT.
- 5) THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND COORDINATING ALL UTILITY AND ELECTRICAL SERVICE REQUIREMENTS WITH THE APPROPRIATE UTILITY AND POWER COMPANY FIELD ENGINEERS PRIOR TO BIDDING ON THIS PROJECT.
- 6) THE ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BIDDING AND PROCEEDING WITH THE WORK ASSOCIATED WITH THIS PROJECT IN ORDER TO BECOME FAMILIAR WITH EXISTING AND PROPOSED FIELD CONDITIONS. FAILURE TO DO SO WILL NOT ENTITLE THEM TO ANY ADDITIONAL COMPENSATION.
- 7) CUTTING AND PATCHING OF CONCRETE AND ASPHALT AS REQUIRED FOR THE ELECTRICAL INSTALLATION SHALL BE INCLUDED IN THE ELECTRICAL CONTRACTORS BID.
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RISER DIAGRAM
NTS

EQUAL TO: SQUARE "D"										VOLTAGE: 120/240, 1 PH, 3W									
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MOUNTING: SURFACE										TYPE MAINS: MAIN BREAKER									
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1	ENTRY MONUMENT - NORTH	-	20	2	#8	0.9		2	LANDSCAPE LTG - NORTH	-	20	1	#10	0.3					
3	"	-	"	"	"		0.9	4	LANDSCAPE LTG - ISLAND	-	20	1	#10					0.2	
5	ENTRY MONUMENT - SOUTH	-	20	2	#8	0.9		6	LANDSCAPE LTG - SOUTH	-	20	1	#10	0.3					
7	"	-	"	"	"		0.9	8	CONTROL	-	20	1	#12					0.9	
9	SPACE	-	-	-	-	-		10	SPACE	-	-	-	-	-					
11	SPACE	-	-	-	-			12	SPACE	-	-	-	-						
13	SPACE	-	-	-	-			14	SPACE	-	-	-	-						
15	SPACE	-	-	-	-			16	SPACE	-	-	-	-						
17	SURGE ARRESTOR	-	20	2	#10	0.0		18	SPACE	-	-	-	-						
19	"	-	"	"	"		0.0	20	SPACE	-	-	-	-						
SUB TOTAL KVA		3.6			TOTALS	1.8	1.8	SUB TOTAL KVA		1.7			TOTALS	0.6	1.1				
TOTAL KVA =		5.3	KVA x 1,000 =		5,300				5,300 VA/240 =				22.1		AMPS				

PANEL SCHEDULE

RISER DIAGRAM NOTES

- 1) FPL TRANSFORMER 120/240 VOLT SINGLE-PHASE. COORDINATE EXACT TRANSFORMER LOCATION AND ENTRANCE REQUIREMENTS WITH FPL.
- 2) SERVICE LATERAL: 1 SET OF 2 #2 COPPER CONDUCTORS AND 1 #2 COPPER CONDUCTOR NEUTRAL IN 1-1/2" SCHEDULE 40 PVC. USE SCHEDULE 80 PVC FROM BELOW GRADE TO METER SOCKET.
- 3) METER SOCKET: 120/240 VOLT, 100 AMP, SINGLE PHASE, COMMERCIAL, LEVER BY-PASS.
- 4) 1 SET OF 2 #2 COPPER CONDUCTORS AND 1 #2 COPPER CONDUCTOR NEUTRAL IN 1-1/2" SCHEDULE 80 PVC.
- 5) MAIN DISCONNECTING MEANS: 120/240 VOLT, 100 AMP, SINGLE PHASE, SURFACE MOUNTED, NEMA 3R ENCLOSURE, PANEL WITH 100 AMP MAIN CIRCUIT BREAKER, 20 SPACE, MOUNTED ON CONCRETE POST ADJACENT TO METER. **NOTE: THE MAIN BREAKER FAULT CURRENT RATING MUST BE GREATER THAN THE FAULT CURRENT AVAILABLE AT TRANSFORMER TERMINALS. THE TRANSFORMER FAULT CURRENT RATING SHALL BE OBTAINED FROM FPL PRIOR TO ORDERING THE MAIN CIRCUIT BREAKERS.**
- 6) SURGE ARRESTOR: 120/240 VOLT, SINGLE-PHASE, INTERMATIC AG2401C3 TYPE 1 OR EQUAL.
- 7) GROUNDING ELECTRODE SYSTEM:
 - A) 1 #8 COPPER GROUNDING ELECTRODE CONDUCTOR RUN UNBROKEN FROM THE GROUNDING TERMINAL OR BUS IN THE METER ENCLOSURE TO THE DRIVEN GROUND RODS.
 - B) 2 5/8" GROUND RODS DRIVEN A MINIMUM 8'-0" AND SPACED A MINIMUM OF 6'-0" APART.
 - C) GROUNDING ELECTRODE CONDUCTOR TO BE PROTECTED BY SCHEDULE 80 PVC FROM BELOW GRADE TO METER ENCLOSURE.
 - D) GROUNDED SERVICE CONDUCTOR (NEUTRAL) TO BE BONDED TO GROUNDING ELECTRODE SYSTEM PER NEC 250.24.
- 8) CONDUIT AND CONDUCTORS TO CONTROL PANEL PER PANEL SCHEDULE.
- 9) LIGHTING CONTROL PANEL: 1 6-POLE, ELECTRICALLY HELD, LIGHTING CONTACTOR WITH 120 VOLT COIL IN NEMA 4X ENCLOSURE. INSTALL ON-OFF-AUTO SWITCH TO ALLOW FOR MANUAL OPERATION OF THE LIGHTING SYSTEM.
- 10) LIGHTING CONTROL: 120-277 VOLT PHOTOCELL, INTERMATIC EK4536 OR EQUAL.
- 11) CONDUIT AND CONDUCTORS TO ENTRYWAY LIGHTING.

NORMAN TREBILCOCK, AICP, PTOE, PE #47116
TCS CERTIFICATE OF AUTHORIZATION No. 27796
ISSUED FOR 100% SUBMITTAL: 09.11.24

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



TREBILCOCK
CONSULTING SOLUTIONS

2800 DAVIS BLVD SUITE 200 NAPLES FL 34104

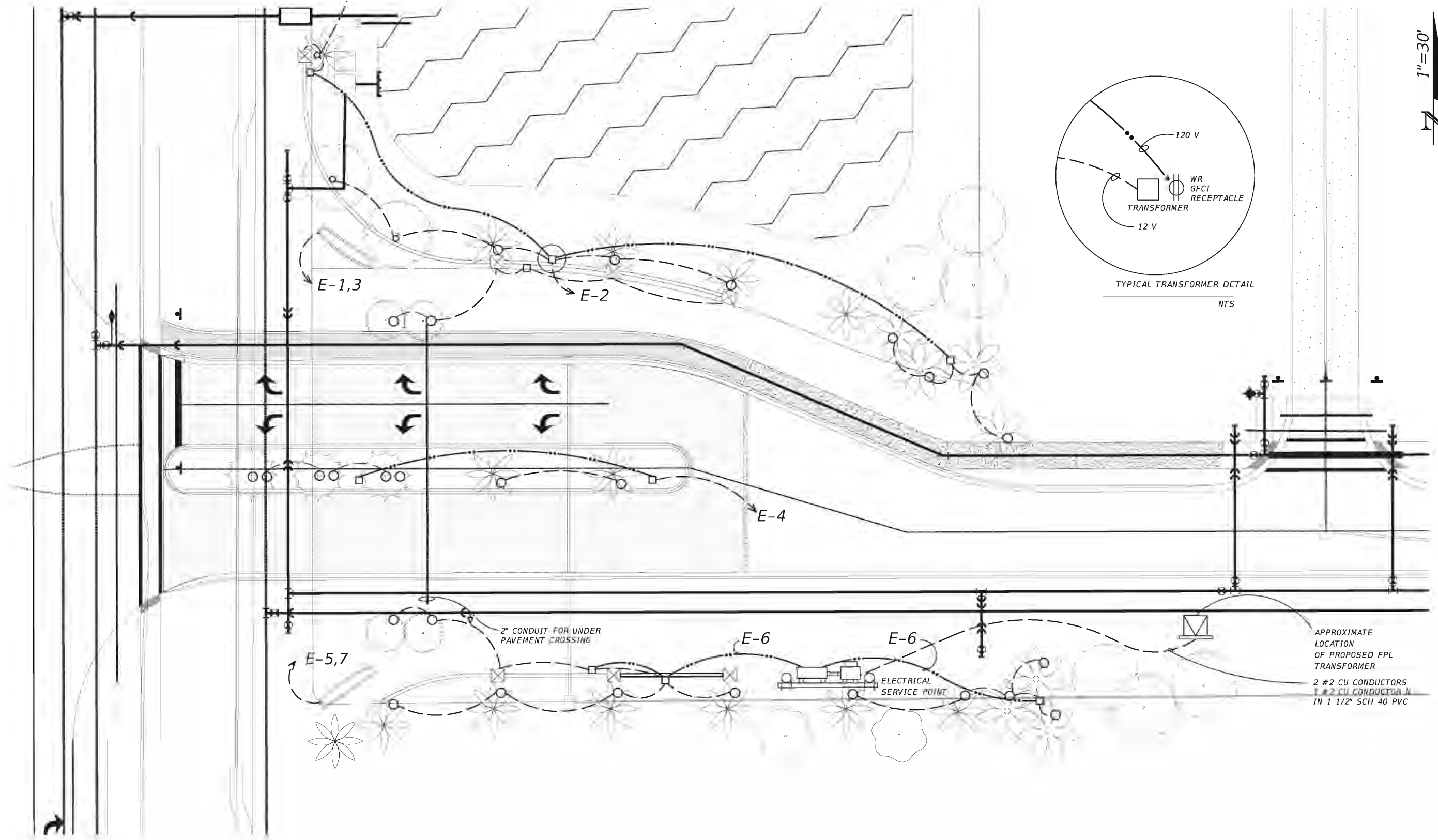
TURNLEAF PHASE 1 - ENTRANCE MONUMENT ELECTRICAL SERVICE PLAN		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	N/A

**GENERAL ELECTRICAL NOTES
& SPECIFICATIONS,
RISER DIAGRAM NOTES
PANEL SCHEDULE**

SHEET
NO.

E-2

9/12/2024 12:20:13 PM H Denny Z:\Operations\Projects\3 County - Charlotte\Turnleaf Phase 1 Entry Monument_8.15.23\5 Electrical\Cad Files\Micro Station\106-23_01_LS_BASE.dgn



NORMAN TREBILCOCK, AICP, PTOE, PE #47116
TCS CERTIFICATE OF AUTHORIZATION No. 27796
ISSUED FOR 100% SUBMITTAL: 09.11.24

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



TREBILCOCK
CONSULTING SOLUTIONS

2800 DAVIS BLVD SUITE 200 NAPLES FL 34104

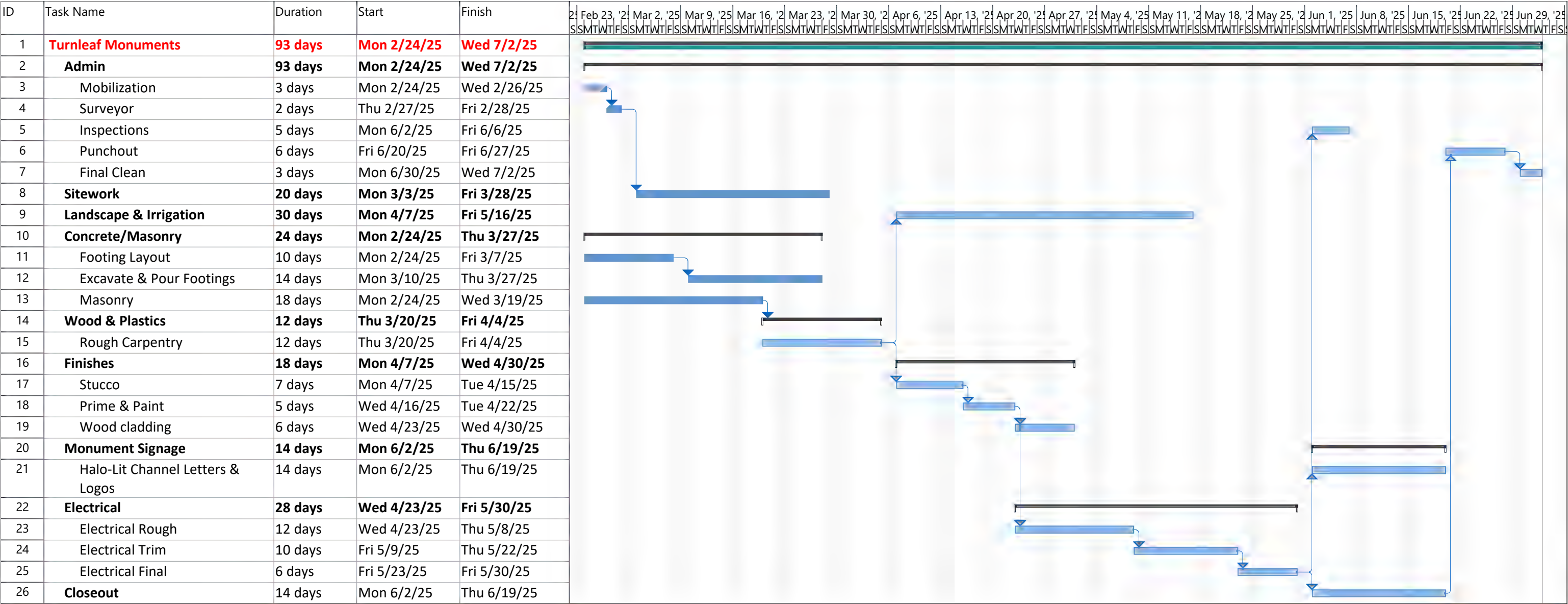
**TURNLEAF PHASE 1 - ENTRANCE MONUMENT
ELECTRICAL SERVICE PLAN**

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	N/A

ELECTRICAL SERVICE PLAN

SHEET
NO.

E-3



Project: Schedule
Date: Tue 1/14/25

Task

Split

Milestone

Summary

◆

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 1

EXHIBIT B

CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT AND RELEASE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Heatherwood Construction Company ("Contractor"), hereby agrees as follows:

- (i) The agreement between Burnt Store Developers, LLC and Contractor dated January 14, 2025 ("**Contractor Agreement**") has been assigned to the Coral Creek Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. X Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this 17th day of MARCH, 2025.

Heatherwood Construction Company,
a Florida corporation

By: WALTER CRAWFORD
Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of March, 2025, by Walter Crawford, as President of Heatherwood Construction Company, who ☒ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public Signature

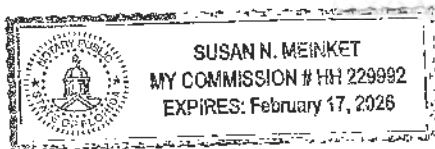


Exhibit C – Payment and Performance Bonds

Bond Number Assigned by Surety:
7901145547

I.G.

PERFORMANCE BOND

Contractor Name: Heatherwood Construction Company Address (principal place of business): 8880 Terrene Court Bonita Springs, Florida 34135 Telephone Number: (239) 949 -6856	Surety Name: Nationwide Mutual Insurance Company Address (principal place of business): One West Nationwide Boulevard Columbus, OH 43215 Telephone Number: (614) 249-7111
Owner Name: Coral Creek Community Development District Mailing address (principal place of business): 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Telephone Number: (877) 276-0889	Contract Description (name and location): Turnleaf Entry Monument Sign; Charlotte County, Florida Contract Price: \$688,461.44 Effective Date of Contract: January 14, 2025

Bond

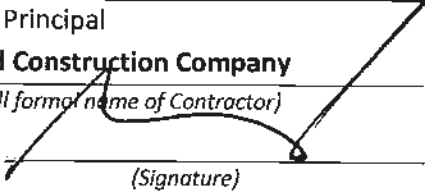
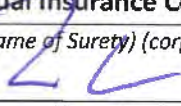
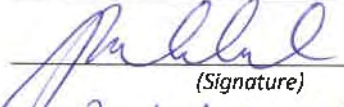
Bond Amount: **\$688,461.44**

Date of Bond: **March 17, 2025**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form: None. See Para. 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal Heatherwood Construction Company (Full formal name of Contractor) By:  (Signature) Name: Walter Crawford (Printed or typed) Title: President	Surety Nationwide Mutual Insurance Company (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: Todd Schaap (Printed or typed) Title: Attorney-in-Fact
Attest:  (Signature) Name: Rachel Comerford (Printed or typed) Title: Estimator / Witness	Attest:  (Signature) Name: Jackie Sheldon (Printed or typed) Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.

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Bond Number Assigned by Surety:

7901145547

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Bond Number Assigned by Surety:**7901145547**

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

Bond Number Assigned by Surety:
7901145547

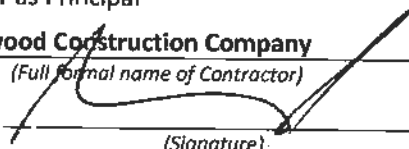
statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Bond Number Assigned by Surety:
7901145547

PAYMENT BOND

Contractor Name: Heatherwood Construction Company Address (principal place of business): 8880 Terrene Court Bonita Springs, Florida 34135 Telephone Number: (239) 949-6856	Surety Name: Nationwide Mutual Insurance Company Address (principal place of business): One West Nationwide Boulevard Columbus, OH 43215 Telephone Number: (614) 249-7111
Owner Name: Coral Creek Community Development District Mailing Address (principal place of business): 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Telephone Number: (877) 276-0889	Contract Description (name and location): Turnleaf Entry Monument Sign; Charlotte County, Florida Contract Price: \$688,461.44 Effective Date of Contract: January 14, 2025
Bond Bond Amount: \$688,461.44 Date of Bond: March 17, 2025 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: None. See Para. 34	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Heatherwood Construction Company <i>(Full formal name of Contractor)</i> By:  <i>(Signature)</i> Name: Walter Crawford <i>(Printed or typed)</i> Title: President Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety Nationwide Mutual Insurance Company <i>(Full formal name of Surety) (corporate seal)</i> By:  <i>(Signature) (Attach Power of Attorney)</i> Name: Todd Schaap <i>(Printed or typed)</i> Title: Attorney-in-Fact Attest:  <i>(Signature)</i> Name: Jackie Sheldon <i>(Printed or typed)</i> Title: Witness
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-615, Payment Bond.

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Bond Number Assigned by Surety:

7901145547

17. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
18. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
19. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
20. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
21. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 21.1. Claimants who do not have a direct contract with the Contractor
 - 121..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 121..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 21.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
22. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
23. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 23.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 23.2. Pay or arrange for payment of any undisputed amounts.
 - 23.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

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Page 2 of 4

Bond Number Assigned by Surety:

7901145547

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

24. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
25. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
26. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
27. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
28. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
29. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
30. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
31. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
32. Definitions
 - 32.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 132..1. The name of the Claimant;
 - 132..2. The name of the person for whom the labor was done, or materials or equipment furnished;

EJCDC® C-615, Payment Bond.

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Page 3 of 4

Bond Number Assigned by Surety:
7901145547

- 132..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 132..4. A brief description of the labor, materials, or equipment furnished;
 - 132..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 132..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 132..7. The total amount of previous payments received by the Claimant; and
 - 132..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 32.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 32.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 32.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 32.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
33. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
34. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DANIEL H GIBSON; DAVID J RUDNIK; THOMAS O CHAMBERS; TODD SCHAAP;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

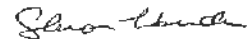


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

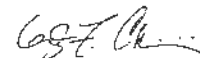


Notary Public
My Commission Expires
January 3, 2028

CERTIFICATE

I, Leslie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of March, 2025.


Assistant Secretary

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 17th day of March, 2025,

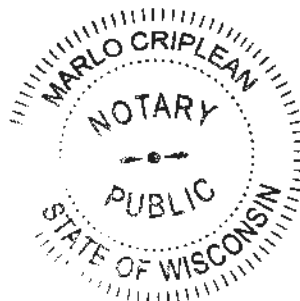
before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Nationwide Mutual Insurance Company, a corporation
of Ohio, created, organized and existing under and
by virtue of the laws of the State of Ohio; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Marlo Cripple

Notary Public, **Racine** County, Wisconsin

My Commission Expires **6/13/2028**



**ADDENDUM ("ADDENDUM") TO CONTRACTOR AGREEMENT ("CONTRACT")
CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT**

1. **ASSIGNMENT.** This Addendum applies to that certain contract between the Coral Creek Community Development District ("District") and Heatherwood Construction Company ("Contractor"), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, Contractor shall execute, deliver to the District, and record in the public records of Charlotte County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the District or the District's property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment. Further, the District shall hold retainage up to 5% of each pay application, consistent with Chapters 218 and 255, *Florida Statutes*.

5. **INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract

or Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable and were included as part of the bid and/or assignment documents. Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

6. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.

d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.

i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. **PUBLIC RECORDS.** Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CHUCK ADAMS, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PHONE (877) 276-0889, AND ADAMSC@WHHASSOCIATES.COM.

8. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. **NOTICES.** Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Coral Creek Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Ave
Tallahassee, Florida 32301
Attn: District Counsel

10. **SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If Contractor is found to have submitted a false certification as provided in section 287.135(5), *Florida Statutes*, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

11. **PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

12. **TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

13. **DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

14. **CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

15. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first

receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

HEATHERWOOD CONSTRUCTION COMPANY,
a Florida corporation

By: WALTER CRAWFORD
Its: PRESIDENT

Witness

Rachel Comerford
Print Name of Witness

**CORAL CREEK COMMUNITY DEVELOPMENT
DISTRICT**

By: JAMES P. MCGUIRE
Its: Chairman

Witness

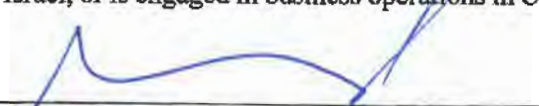
Bruce Noble
Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement
- Exhibit D:** Discrimination Statement
- Exhibit E:** Anti-Human Trafficking Affidavit

EXHIBIT A
SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS
LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

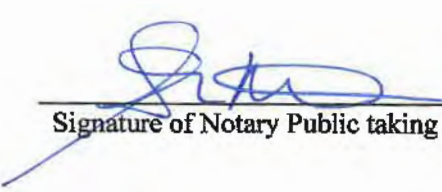
1. This sworn statement is submitted to Coral Creek Community Development District by WALTER CRANFORD PRESIDENT (print individual's name and title) for Heatherwood Construction Company (print name of entity submitting sworn statement) whose business address is 8880 Terrene Court, Bonita Springs, Florida 34135
2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Burnt Store Developers, LLC, to the Coral Creek Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
4. The entity will immediately notify the Coral Creek Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.



Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of March, 2025, by Walker Crawford of Heatherwood Construction Company, who is personally known to me or who has produced as identification, and did ☐ or did not ☐ take the oath.



Signature of Notary Public taking acknowledgement

(SEAL)



EXHIBIT B
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Coral Creek Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Heatherwood Construction Company, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 8880 Terrene Court, Bonita Springs, Florida 34135
4. Contractor's Federal Employer Identification Number (FEIN) is 84-0838698

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

☐ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 17th day of March, 2025.

Subcontractor:

HEATHERWOOD CONSTRUCTION COMPANY

By:

Title:

PRESIDENT

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of March, 2025, by Walter Crawford of Heatherwood Construction Company, who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.



Notary Public, State of Florida

(SEAL)



TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, the Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this 17th day of March, 2025.

Contractor: Heatherwood Construction Company

By: [Signature]

Title: President

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of March, 2025, by Walter Deanford of Heatherwood Construction Company, who is personally known to me or who has produced as identification, and did ☐ or did not ☐ take the oath.

[Signature]
Notary Public, State of Florida

(SEAL)



¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION
CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Coral Creek Community Development District.
2. I, WALTER COANFORD (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of PRESIDENT (print individual's title) for Heatherwood Construction Company ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is 8880 Terrene Court, Bonita Springs, Florida 34135.

4. Contractor's Federal Employer Identification Number (FEIN) is 84-0838698.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.

7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:

- a. A predecessor or successor of an entity that discriminated; or
- b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

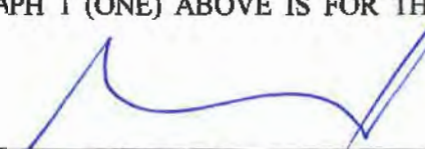
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

____ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

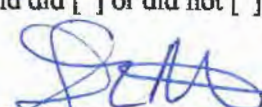
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.



Signature by authorized representative

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of March, 2025, by Walter Crawford of Heatherwood Construction Company, who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.



Notary Public, State of Florida

(SEAL)



EXHIBIT E
ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Whitney Carson as President, on behalf of Heatherwood Construction Company, a Florida corporation (the "Contractor"), under penalty of perjury hereby attest as follows:

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

Dated: March 17th, 2025

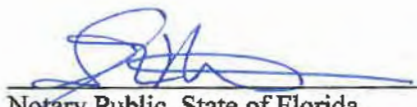
FURTHER AFFIANT SAYETH NAUGHT.

HEATHERWOOD CONSTRUCTION COMPANY

By: [Signature]
Name: Whitney Carson
Title: President

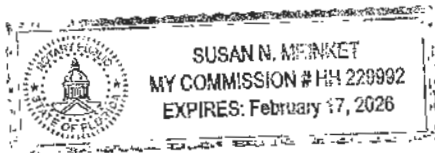
STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of March, 2025, by Walter Denmark of Heatherwood Construction Company, who is personally known to me or who has produced as identification, and did ☐ or did not ☐ take the oath.



Notary Public, State of Florida

(SEAL)



CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATIONS

ITEMS BI

**FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CORAL
CREEK COMMUNITY DEVELOPMENT DISTRICT AND BURNT STORE
DEVELOPERS, LLC REGARDING THE ACQUISITION OF WORK PRODUCT,
IMPROVEMENTS & REAL PROPERTY**

THIS FIRST AMENDMENT is made and entered into as of this 16 day of April 2025,
by and between:

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Charlotte County, Florida, and with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

BURNT STORE DEVELOPERS, LLC, a Delaware limited liability company, the primary developer and owner of lands within the District, with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (together with its successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the District the Landowner entered into that certain *Agreement by and Between the Coral Creek Community Development District and Burnt Store Developers, LLC Regarding the Acquisition of Work Product, Improvements & Real Property*, dated February 27, 2024 (the “**Agreement**”); and

WHEREAS, the District issued \$12,820,000 in aggregate principal amount of Coral Creek Community Development District Special Assessment Revenue Bonds, Series 2024 (the “**Series 2024 Bonds**”) for the purpose of financing a portion of the Capital Improvement Plan as set forth in the *Supplement #1 to Master Engineer’s Report*, dated November 16, 2023 and revised January 18, 2024, as amended by that certain *First Amendment to Supplement #1 to the Master Engineer’s Report*, dated January 16, 2025 attached hereto as **Exhibit A** (the “**Amended First Supplemental Engineer’s Report**” and as it relates to the Series 2024 Bonds, the portion of the Capital Improvement Plan identified therein is known as the “**2024 Project**”); and

WHEREAS, the Landowner is currently the primary owner and/or developer of certain lands located in Charlotte County, Florida (the “**County**”) within the boundaries of the District and generally described in the attached **Exhibit B** (“**Assessment Area One**”); and

WHEREAS, pursuant to the Amended First Supplemental Engineer’s Report, additional lands as set forth in **Exhibit B** to this First Amendment to the Agreement have been included into Assessment Area One and the 2024 Project; and

WHEREAS, the Landowner has determined that the number and type of units to be constructed in Assessment Area One will be increased as a result of the additional lands included in Assessment Area One; and

Coral Creek CDD – Amended Acquisition Agreement (Series 2024 Bonds)

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

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

SECTION 2. AMENDMENT TO EXHIBIT A TO THE AGREEMENT. Exhibit A to the Agreement is hereby replaced in its entirety by Exhibit A attached hereto and incorporated herein by this reference.

SECTION 3. AMENDMENT TO EXHIBIT B TO THE AGREEMENT. Exhibit B to the Agreement is hereby replaced in its entirety by Exhibit B attached hereto and incorporated herein by this reference.

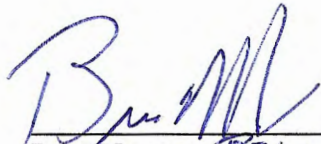
SECTION 4. THE AGREEMENT. Except as amended by Sections 2 and 3 of this First Amendment to the Agreement, all provisions of the Agreement shall remain in full force and effect.

[Signatures on Following Page]

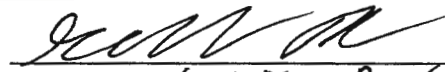
IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

WITNESSES:

BURNT STORE DEVELOPERS, LLC, a
Delaware limited liability company


Print Name: BRUCE NOBLE
Address: 1101 E. Cumberland Ave.
Tampa, FL 33602


By: James McGowan
Its: Vice President

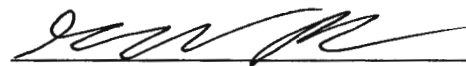

Print Name: Garrison Burr
Address: 1101 E. Cumberland Ave.
Tampa, FL 33602

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of April 2025, by James McGowan, as Vice President of **Burnt Store Developers, LLC**, for and on behalf of said entity. He ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:




Signature of Notary Public

Garrison Burr
Printed Name of Notary Public

EXHIBIT A

First Amendment to Supplement #1 to the Master Engineer's Report, dated January 16, 2025

**FIRST AMENDMENT TO SUPPLEMENT #1 TO THE MASTER ENGINEER'S REPORT
FOR CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT**

January 16, 2025

1. PURPOSE

This report ("**Amendment**") is intended to amend *Supplement #1 to the Master Engineer's Report for Coral Creek Community Development District*, dated January 18, 2024 ("**First Supplemental Engineer's Report**") for the purpose of revising the legal description and residential unit counts and mixes for that portion of the District's Capital Improvement Plan known as the "**2024 Project**," as defined by the First Supplemental Engineer's Report.

2. REVISED LEGAL DESCRIPTION

The legal description of the 2024 Project is hereby revised as follows:

The metes and bounds legal description of the boundaries of the 2024 Project comprising a total of 174.74 acres, more or less, as provided in Appendix A of the First Supplemental Engineer's Report, is hereby amended and replaced by **Exhibit A** attached hereto. The legal description of the 2024 Project, as amended, is comprised of 178.97 acres, more or less.

Figure 1 of the First Supplemental Engineer's Report, a sketch of the boundaries of the 2024 Project, is hereby amended and replaced by **Exhibit B** attached hereto. Additionally, the key map provided in Appendix A of the First Supplemental Engineer's Report is hereby amended and replaced by **Exhibit C** attached hereto.

3. REVISED RESIDENTIAL UNIT COUNTS AND MIXES

The proposed residential unit counts and mixes for the 2024 Project are hereby revised as follows:

Original	
Active Adult	
Coach	32
Villas	50
40's	73
50's	51
Traditional	
Villas	114
40's	75
50's	110
60's	30
2024 Project Total	
Coach	32
Villas	164
40's	148
50's	161

Amended	
Active Adult	
Coach	32
Villas	50
40's	73
50's	51
Traditional	
Villas	114
40's	78
50's	130
60's	30
2024 Project Total	
Coach	32
Villas	164
40's	151
50's	181

60's	30
TOTAL	535

60's	30
TOTAL	558

All elements of the 2024 Project and the First Supplemental Engineer's Report not explicitly amended by this Amendment shall hereby be restated and confirmed as set forth in the First Supplemental Engineer's Report.

- EXHIBIT A:** Legal Description
EXHIBIT B: Sketch of 2024 Project Boundary
EXHIBIT C: Key Map

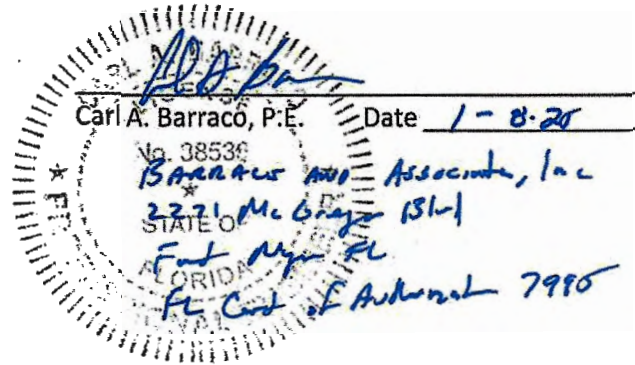


EXHIBIT A:
Legal Description

DESCRIPTION

Parcel in
Section 9, Township 42 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 9, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9 run S89°37'27"W along the North line of the Northeast Quarter (NE 1/4) of said Section 9 for 1,047.28 feet to the POINT OF BEGINNING. From said Point of Beginning run S00°22'33"E for 90.00 feet; thence run N89°37'27"E for 172.00 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing S44°37'27"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S00°22'33"E for 57.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 44°11'32") (chord bearing S22°28'19"E) (chord 22.57 feet) for 23.14 feet; thence run S45°25'55"W along a radial line for 20.05 feet; thence run S23°45'00"E for 161.50 feet; thence run S16°18'29"E for 45.48 feet; thence run S41°27'41"E for 189.62 feet; thence run S69°33'36"E for 32.15 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 30.00 feet (delta 51°50'04") (chord bearing S05°28'38"E) (chord 26.22 feet) for 27.14 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 602.00 feet (delta 30°20'44") (chord bearing S16°13'18"E) (chord 315.12 feet) for 318.84 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 125°45'27") (chord bearing S63°55'39"E) (chord 53.40 feet) for 65.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 252.00 feet (delta 01°03'23") (chord bearing N53°43'18"E) (chord 4.65 feet) for 4.65 feet; thence run S35°45'00"E along a radial line for 20.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 232.00 feet (delta 39°16'28") (chord bearing S34°36'46"W) (chord 155.93 feet) for 159.03 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 597.00 feet (delta 38°29'04") (chord bearing S34°13'04"W) (chord 393.50 feet) for 400.99 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 504.00 feet (delta 15°56'38") (chord bearing S45°29'17"W) (chord 139.80 feet) for 140.25 feet; thence run S63°23'36"W along a non-tangent line for 46.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 904.50 feet (delta 19°07'21") (chord bearing S12°29'45"W) (chord 300.48 feet) for 301.88 feet to a point of tangency; thence run S02°56'05"W for 312.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.50 feet (delta 86°07'28") (chord bearing S45°59'49"W) (chord 1,154.60 feet) for 1,270.92 feet; thence run N00°49'38"W along a non-tangent line for 105.15 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 285.50 feet (delta 78°03'57") (chord bearing N39°51'36"W) (chord 359.60 feet) for 389.00 feet to a point of tangency; thence run N78°53'35"W for 140.55 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 885.50 feet (delta 15°33'25") (chord bearing N86°40'17"W) (chord 239.69 feet) for 240.43 feet; thence run S04°27'00"E along a radial line for 168.00 feet to a point on a radial curve; thence run Westerly along an arc of a curve to the left of radius 717.50 feet (delta 01°35'00") (chord bearing S84°45'30"W) (chord 19.83 feet) for 19.83 feet; thence run S06°02'00"E along a radial line for 103.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the right of radius 614.50 feet (delta 17°08'25") (chord bearing S87°27'47"E) (chord 183.15 feet) for 183.83 feet to a point of tangency; thence run S78°53'35"E for 111.77 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 50.00 feet (delta 78°03'57") (chord bearing S39°51'36"E) (chord 62.98 feet) for 68.13 feet to a point of tangency; thence run S00°49'38"E for 27.10 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 50.00 feet (delta 89°52'06") (chord bearing S44°06'25"W) (chord 70.63 feet)

DESCRIPTION (CONTINUED)

for 78.42 feet to a point of tangency; thence run S89°02'28"W for 156.53 feet; thence run S01°02'00"E for 122.00 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 532.50 feet (delta 00°04'28") (chord bearing N89°00'14"E) (chord 0.69 feet) for 0.69 feet to a point of tangency; thence run N89°02'28"E for 18.89 feet; thence run S00°57'32"E for 65.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta 83°50'21") (chord bearing S47°07'18"W) (chord 13.36 feet) for 14.63 feet; thence run S82°57'02"W along a non-tangent line for 65.49 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the left of radius 10.00 feet (delta 104°28'10") (chord bearing N47°01'57"W) (chord 15.81 feet) for 18.23 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 467.50 feet (delta 17°45'58") (chord bearing S71°50'59"W) (chord 144.38 feet) for 144.96 feet; thence run S27°02'00"E along a radial line for 105.51 feet; thence run S00°57'32"E for 498.75 feet to an intersection with the Northerly line of lands described in a deed recorded in Official Records Book 2856, at Page 2074, Charlotte County Records; thence run along the Northerly and Westerly line of said lands the following courses: S89°02'28"W for 1,343.02 feet and S00°19'55"E for 228.70 feet to the Northeast corner of Parcel Exception (B), as described in a deed recorded in Official Records Book 1979, at Pages 291 through 293, Charlotte County Records; thence run along the Northerly line of said Parcel Exception (B) the following three (3) courses: S88°04'54"W for 508.38 feet; S87°18'24"W for 536.38 feet and S89°25'54"W for 225.04 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 354, Charlotte County Records; thence run along said Easterly right of way line the following two (2) courses: N00°08'12"W for 780.13 feet and N89°51'48"E for 463.86 feet; thence run N00°08'12"W still along said Easterly right of way line and continuing along the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4419, at Page 1670, Charlotte County Records for 747.28 feet to the Northeast corner of said right of way; thence run S89°29'14"W along the Northerly right of way line of said lands for 463.87 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 468, Charlotte County Records; thence run N00°08'12"W along said Easterly right of way line for 412.72 feet to an intersection with the Southerly line of lands described in a deed recorded in Official Records Book 3891, at Page 191, Charlotte County Records; thence run along the Southerly and Easterly line of said lands the following courses: N89°52'01"E for 3,098.88 feet and N03°04'53"W for 2,086.99 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 9; thence run N89°37'27"E along said North line for 1,087.36 feet to the POINT OF BEGINNING.

Containing 178.97 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 9 to bear N89°37'27"E

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

EXHIBIT B:
Sketch of 2024 Project Boundary

COACH	32 UNITS
VILLAS	50 UNITS
40'S	73 UNITS
50'S	51 UNITS
TOTAL	206 UNITS
TRADITIONAL	
VILLAS	114 UNITS
40'S	75 UNITS
50'S	110 UNITS
60'S	30 UNITS
TOTAL	329 UNITS
2024 PROJECT TOTAL	
COACH	32 UNITS
VILLAS	164 UNITS
40'S	148 UNITS
50'S	161 UNITS
60'S	30 UNITS
TOTAL	535 UNITS

COACH	32 UNITS
VILLAS	50 UNITS
40'S	73 UNITS
50'S	51 UNITS
TOTAL	206 UNITS
TRADITIONAL	
VILLAS	114 UNITS
40'S	78 UNITS
50'S	130 UNITS
60'S	30 UNITS
TOTAL	352 UNITS
2024 PROJECT TOTAL	
COACH	32 UNITS
VILLAS	164 UNITS
40'S	148 UNITS
50'S	161 UNITS
60'S	30 UNITS
TOTAL	558 UNITS

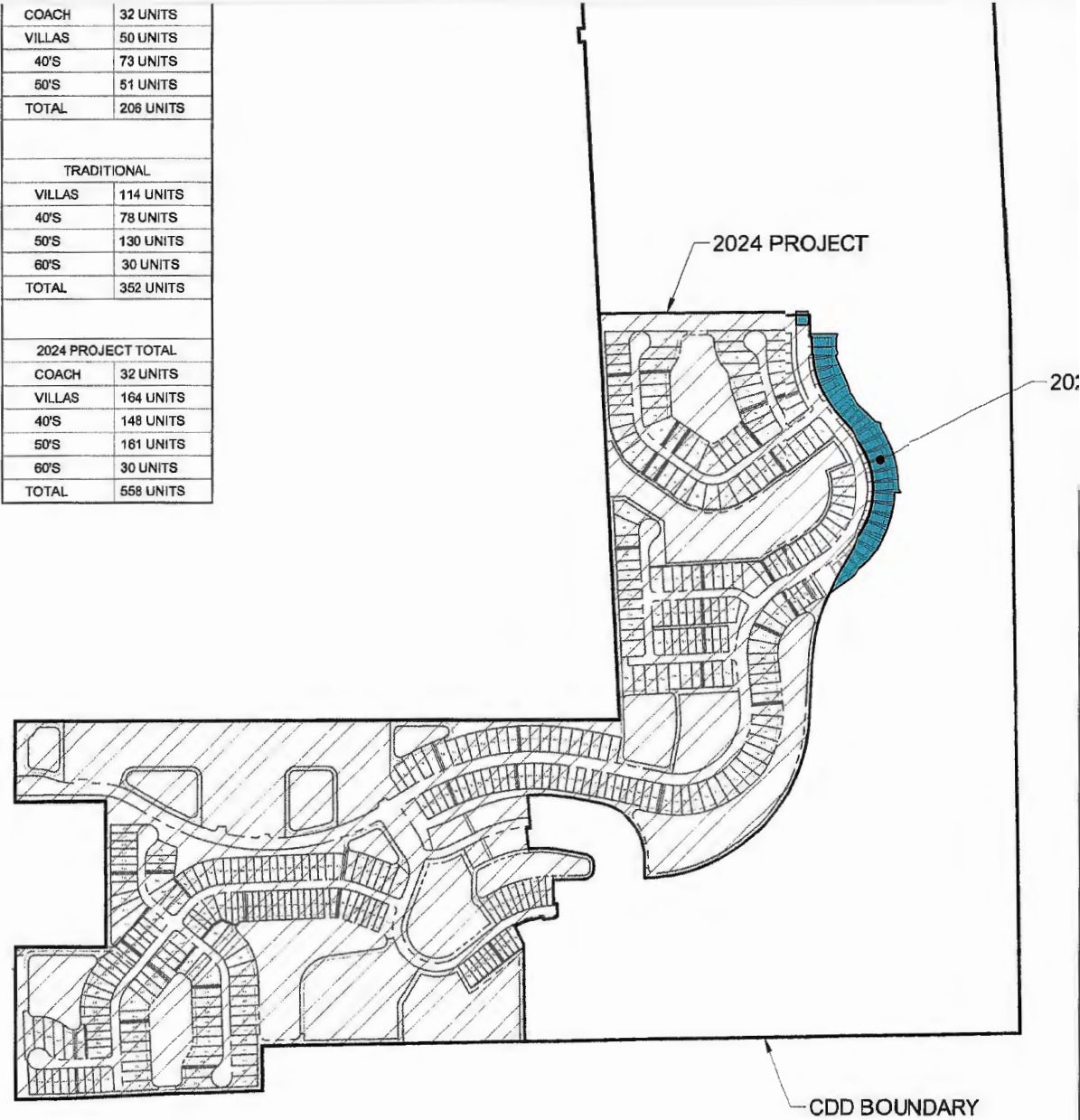
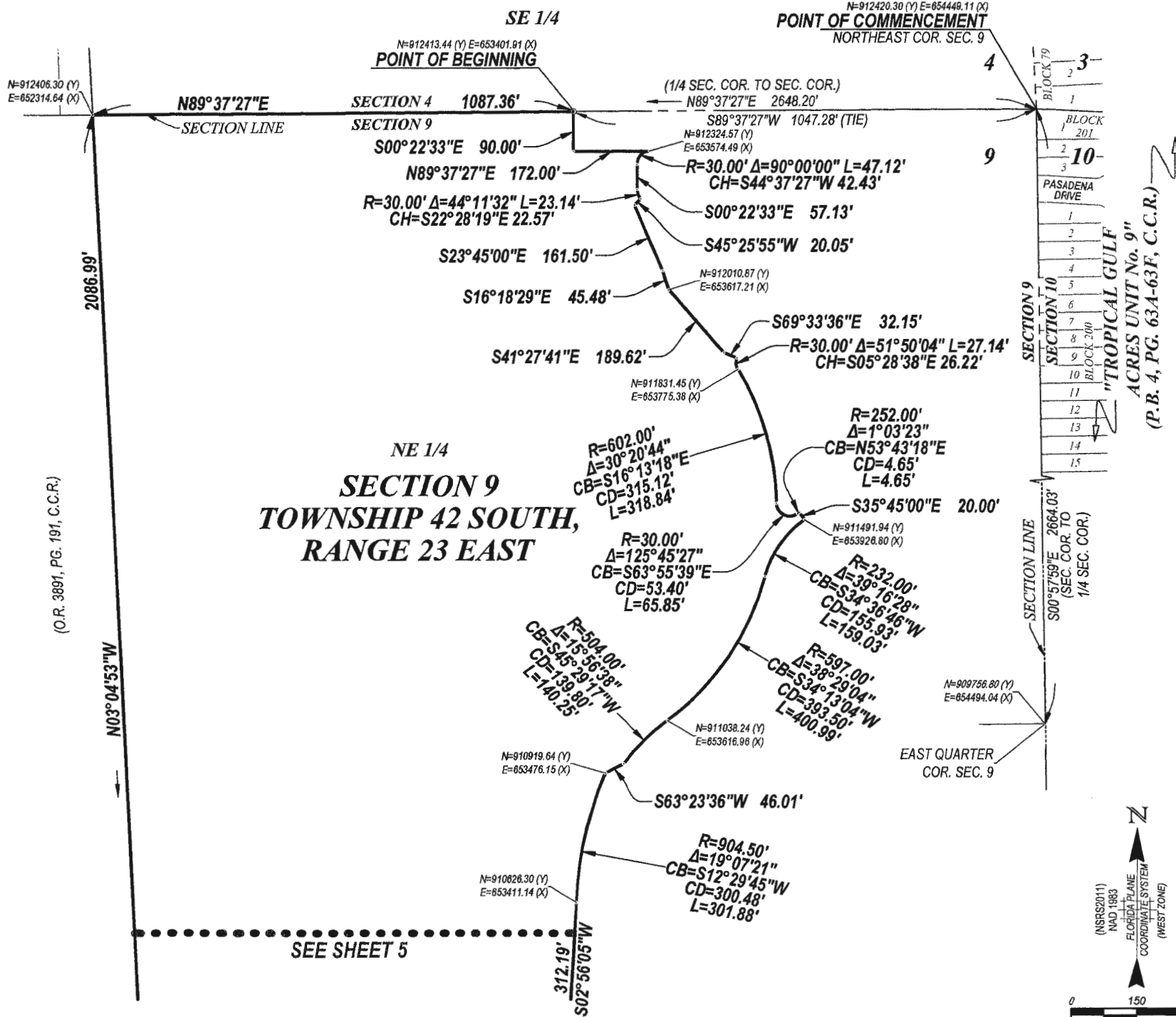


EXHIBIT C:
Key Map

THIS IS NOT A SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER



Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING

www.barraco.net

2171 McGREGOR BLVD., SUITE 100
FORT MYERS, FLORIDA 33902-2600
PHONE (239) 461-3170
FAX (239) 461-3170
FORT MYERS BEACH, FLORIDA 33902-2600
PHONE (239) 461-3170
FAX (239) 461-3170

FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

GREENPOINTE COMMUNITIES, LLC

7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32256

PHONE (904) 962-1358
FAX (904) 996-2481

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

PROJECT SURVEYOR

PETER OLSEN

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING

FILE NAME: 2399124001.DWG

LAYOUT: 4

LOCATION: J:\2399124001\2399124001.DWG

PLOT DATE: FRI, 9-2-2011 1:53 PM

PLOT BY: PETER OLSEN

DRAWING DATA

SURVEY DATE: 08-08-2011

DRAWN BY: P. OLSEN

CHECKED BY:

SCALE: 1"=300'

FIELD BOOK:

PLAN REVISIONS

STRIP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.: 23991/24001

SHEET NUMBER: 4 OF 6



FILE NAME	239910001.DWG
LAYOUT	5
LOCATION	J:\2399\HOWDS\SURVEY\KCDX
PLOT DATE	FRI, 9-21-2024 - 1:54 PM
PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	08-09-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=200'
FIELD BOOK	

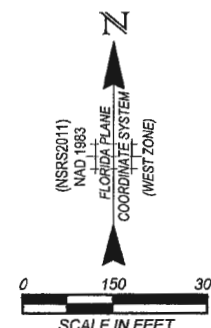
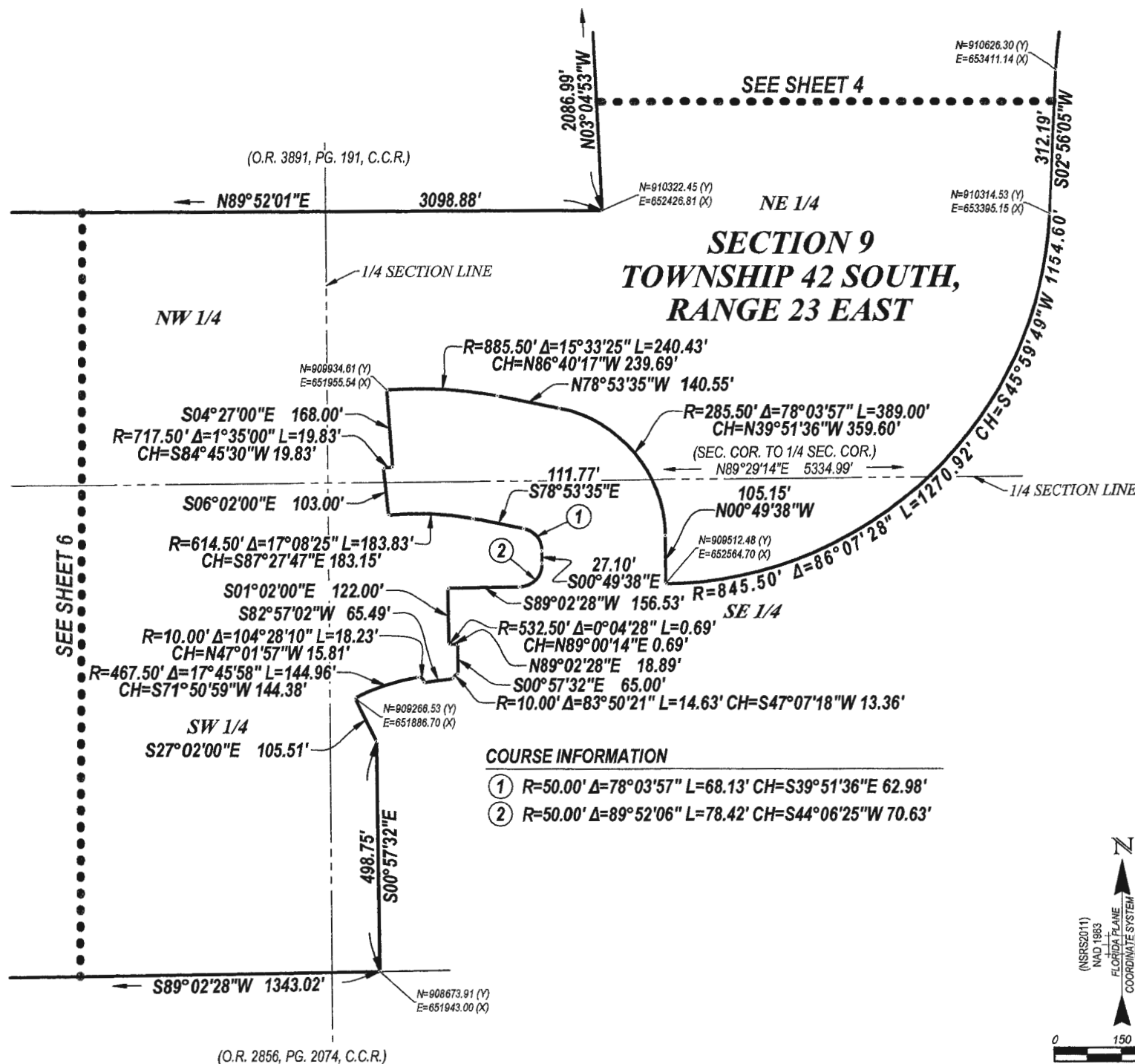


EXHIBIT B
Description of Assessment Area One

Parcel in
Section 9, Township 42 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 9, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9 run S89°37'27"W along the North line of the Northeast Quarter (NE 1/4) of said Section 9 for 1,047.28 feet to the POINT OF BEGINNING.

From said Point of Beginning run S00°22'33"E for 90.00 feet; thence run N89°37'27"E for 172.00 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing S44°37'27"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S00°22'33"E for 57.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 44°11'32") (chord bearing S22°28'19"E) (chord 22.57 feet) for 23.14 feet; thence run S45°25'55"W along a radial line for 20.05 feet; thence run S23°45'00"E for 161.50 feet; thence run S16°18'29"E for 45.48 feet; thence run S41°27'41"E for 189.62 feet; thence run S69°33'36"E for 32.15 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 30.00 feet (delta 51°50'04") (chord bearing S05°28'38"E) (chord 26.22 feet) for 27.14 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 602.00 feet (delta 30°20'44") (chord bearing S16°13'18"E) (chord 315.12 feet) for 318.84 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 125°45'27") (chord bearing S63°55'39"E) (chord 53.40 feet) for 65.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 252.00 feet (delta 01°03'23") (chord bearing N53°43'18"E) (chord 4.65 feet) for 4.65 feet; thence run S35°45'00"E along a radial line for 20.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 232.00 feet (delta 39°16'28") (chord bearing S34°36'46"W) (chord 155.93 feet) for 159.03 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 597.00 feet (delta 38°29'04") (chord bearing S34°13'04"W) (chord 393.50 feet) for 400.99 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 504.00 feet (delta 15°56'38") (chord bearing S45°29'17"W) (chord 139.80 feet) for 140.25 feet; thence run S63°23'36"W along a non-tangent line for 46.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 904.50 feet (delta 19°07'21") (chord bearing S12°29'45"W) (chord 300.48 feet) for 301.88 feet to a point of tangency; thence run S02°56'05"W for 312.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.50 feet (delta 86°07'28") (chord bearing S45°59'49"W) (chord 1,154.60 feet) for 1,270.92 feet; thence run N00°49'38"W along a non-tangent line for 105.15 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 285.50 feet (delta 78°03'57") (chord bearing N39°51'36"W) (chord 359.60 feet) for 389.00 feet to a point of tangency; thence run N78°53'35"W for 140.55 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 885.50 feet (delta 15°33'25") (chord bearing N86°40'17"W) (chord 239.69 feet) for 240.43 feet; thence run S04°27'00"E along a radial line for 168.00 feet to a point on a radial curve; thence run Westerly along an arc of a curve to the left of radius 717.50 feet (delta 01°35'00") (chord bearing S84°45'30"W) (chord 19.83 feet) for 19.83 feet; thence run S06°02'00"E along a radial line for 103.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the right of radius 614.50 feet (delta 17°08'25") (chord bearing S87°27'47"E) (chord 183.15 feet) for 183.83 feet to a point of tangency; thence run S78°53'35"E for 111.77 feet to a

point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 50.00 feet (delta 78°03'57") (chord bearing S39°51'36"E) (chord 62.98 feet) for 68.13 feet to a point of tangency; thence run S00°49'38"E for 27.10 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 50.00 feet (delta 89°52'06") (chord bearing S44°06'25"W) (chord 70.63 feet) for 78.42 feet to a point of tangency; thence run S89°02'28"W for 156.53 feet; thence run S01°02'00"E for 122.00 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 532.50 feet (delta 00°04'28") (chord bearing N89°00'14"E) (chord 0.69 feet) for 0.69 feet to a point of tangency; thence run N89°02'28"E for 18.89 feet; thence run S00°57'32"E for 65.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta 83°50'21") (chord bearing S47°07'18"W) (chord 13.36 feet) for 14.63 feet; thence run S82°57'02"W along a non-tangent line for 65.49 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the left of radius 10.00 feet (delta 104°28'10") (chord bearing N47°01'57"W) (chord 15.81 feet) for 18.23 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 467.50 feet (delta 17°45'58") (chord bearing S71°50'59"W) (chord 144.38 feet) for 144.96 feet; thence run S27°02'00"E along a radial line for 105.51 feet; thence run S00°57'32"E for 498.75 feet to an intersection with the Northerly line of lands described in a deed recorded in Official Records Book 2856, at Page 2074, Charlotte County Records; thence run along the Northerly and Westerly line of said lands the following courses: S89°02'28"W for 1,343.02 feet and S00°19'55"E for 228.70 feet to the Northeast corner of Parcel Exception (B), as described in a deed recorded in Official Records Book 1979, at Pages 291 through 293, Charlotte County Records; thence run along the Northerly line of said Parcel Exception (B) the following three (3) courses: S88°04'54"W for 508.38 feet; S87°18'24"W for 536.38 feet and S89°25'54"W for 225.04 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 354, Charlotte County Records; thence run along said Easterly right of way line the following two (2) courses: N00°08'12"W for 780.13 feet and N89°51'48"E for 463.86 feet; thence run N00°08'12"W still along said Easterly right of way line and continuing along the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4419, at Page 1670, Charlotte County Records for 747.28 feet to the Northeast corner of said right of way; thence run S89°29'14"W along the Northerly right of way line of said lands for 463.87 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 468, Charlotte County Records; thence run N00°08'12"W along said Easterly right of way line for 412.72 feet to an intersection with the Southerly line of lands described in a deed recorded in Official Records Book 3891, at Page 191, Charlotte County Records; thence run along the Southerly and Easterly line of said lands the following courses: N89°52'01"E for 3,098.88 feet and N03°04'53"W for 2,086.99 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 9; thence run N89°37'27"E along said North line for 1,087.36 feet to the POINT OF BEGINNING.

Containing 178.97 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 9 to bear N89°37'27"E

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATIONS

ITEMS BII

This instrument was prepared by and
upon recording should be returned to:

Jennifer Kilinski, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

**AMENDED COLLATERAL ASSIGNMENT
AND ASSUMPTION OF DEVELOPMENT RIGHTS**

This Amendment to the Collateral Assignment and Assumption of Development Rights (the “**First Amendment**”) is made and entered into this 16th day of April, 2025, by and between:

BURNT STORE DEVELOPERS, LLC, a Delaware limited liability company, the developer and owner of lands within the District, with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (together with its successors and assigns, the “**Landowner**” or “**Assignor**”); and

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, situated in Charlotte County, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**” or “**Assignee**”).

RECITALS

WHEREAS, the District and Landowner previously caused a Collateral Assignment and Assumption of Development Rights (the “**Assignment**”) to be recorded in the Official Public Records of Charlotte County, Florida as Instrument No. 3375445 on February 29, 2024; and

WHEREAS, the District and Landowner now seek to execute and record this First Amendment to the Assignment for the limited purposes of amending the legal description of the lands subject to the Assignment recorded in the Official Public Records of Charlotte County, Florida as Instrument No. 3375445 on February 29, 2024; and

WHEREAS, the Landowner is the owner of certain lands located within the boundaries of the District, which property description is attached hereto as **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the Parties agree that the lands described in **Exhibit A** are to be included in the lands subject to the Assignment.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable

consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

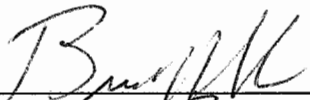
1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Assignment.
2. **AMENDED ASSESSMENT AREA ONE DESCRIPTION.** Exhibit A to the Assignment is hereby replaced in its entirety by **Exhibit A** attached to this First Amendment.
3. **AMENDED SUPPLEMENTAL ENGINEER'S REPORT.** Exhibit B to the Assignment is hereby replaced in its entirety by **Exhibit B** attached to this First Amendment.
4. **THE ASSIGNMENT.** All other provisions of the Assignment not specifically amended hereunder remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

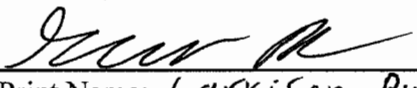
IN WITNESS WHEREOF, the Landowner and the District have caused this First Amendment to be executed and delivered on the day and year first written above.

WITNESSES:

BURNT STORE DEVELOPERS, LLC, a
Delaware limited liability company


Print Name: Brock Noble
Address: 1101 E. Cumberland Ave.
Tampa, FL 33602

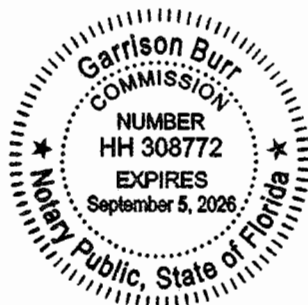

By: James McGowan
Its: Vice President

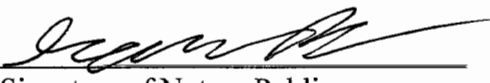

Print Name: Garrison Burr
Address: 1101 E Cumberland Ave.
Tampa, FL 33602

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of April 2025, by James McGowan, as Vice President of **Burnt Store Developers, LLC**, for and on behalf of said entity. He ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:




Signature of Notary Public
Garrison Burr
Printed Name of Notary Public

WITNESSES:

**CORAL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]
 Witness Signature
 Printed name: Garrison Burr
 Address: 1101 E Cumberland Ave.
Tampa, FL 33602

[Signature]
 Printed Name: Bruce Noble
 Assistant Secretary

[Signature]
 Witness Signature
 Printed name: Jane M. Ewald
 Address: 1101 E. Cumberland Ave
Tampa, FL 33602

STATE OF FLORIDA)
 COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of April, 2025, by Bruce Noble, as Assistant Secretary of the Board of Supervisors of the Coral Creek Community Development District, for and on behalf of the District. He ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:



[Signature]
 Signature of Notary Public
Garrison Burr
 Printed Name of Notary Public

Exhibit A: Description of Assessment Area One

Exhibit B: Amendment to Supplement #1 to the Master Engineer's Report

EXHIBIT A**Description of Assessment Area One**

Parcel in
Section 9, Township 42 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 9, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9 run S89°37'27"W along the North line of the Northeast Quarter (NE 1/4) of said Section 9 for 1,047.28 feet to the POINT OF BEGINNING.

From said Point of Beginning run S00°22'33"E for 90.00 feet; thence run N89°37'27"E for 172.00 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing S44°37'27"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S00°22'33"E for 57.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 44°11'32") (chord bearing S22°28'19"E) (chord 22.57 feet) for 23.14 feet; thence run S45°25'55"W along a radial line for 20.05 feet; thence run S23°45'00"E for 161.50 feet; thence run S16°18'29"E for 45.48 feet; thence run S41°27'41"E for 189.62 feet; thence run S69°33'36"E for 32.15 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 30.00 feet (delta 51°50'04") (chord bearing S05°28'38"E) (chord 26.22 feet) for 27.14 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 602.00 feet (delta 30°20'44") (chord bearing S16°13'18"E) (chord 315.12 feet) for 318.84 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 125°45'27") (chord bearing S63°55'39"E) (chord 53.40 feet) for 65.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 252.00 feet (delta 01°03'23") (chord bearing N53°43'18"E) (chord 4.65 feet) for 4.65 feet; thence run S35°45'00"E along a radial line for 20.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 232.00 feet (delta 39°16'28") (chord bearing S34°36'46"W) (chord 155.93 feet) for 159.03 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 597.00 feet (delta 38°29'04") (chord bearing S34°13'04"W) (chord 393.50 feet) for 400.99 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 504.00 feet (delta 15°56'38") (chord bearing S45°29'17"W) (chord 139.80 feet) for 140.25 feet; thence run S63°23'36"W along a non-tangent line for 46.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 904.50 feet (delta 19°07'21") (chord bearing S12°29'45"W) (chord 300.48 feet) for 301.88 feet to a point of tangency; thence run S02°56'05"W for 312.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.50 feet (delta 86°07'28") (chord bearing S45°59'49"W) (chord 1,154.60 feet) for 1,270.92 feet; thence run N00°49'38"W along a non-tangent line for 105.15 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 285.50 feet (delta 78°03'57") (chord bearing N39°51'36"W) (chord 359.60 feet) for 389.00 feet to a point of tangency; thence run N78°53'35"W for 140.55 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 885.50 feet (delta 15°33'25") (chord bearing N86°40'17"W) (chord 239.69 feet) for 240.43 feet; thence run S04°27'00"E along a radial line for 168.00 feet to a point on a radial curve; thence run Westerly along an arc of a curve to the left of radius 717.50 feet (delta 01°35'00") (chord bearing S84°45'30"W) (chord 19.83 feet) for 19.83 feet; thence run S06°02'00"E along a radial line for 103.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the right of radius 614.50 feet (delta 17°08'25") (chord bearing S87°27'47"E) (chord 183.15 feet) for 183.83 feet to a point of tangency; thence run S78°53'35"E for 111.77 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 50.00 feet (delta 78°03'57") (chord bearing S39°51'36"E) (chord 62.98 feet) for 68.13 feet to a point of tangency; thence run S00°49'38"E for 27.10 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 50.00 feet (delta 89°52'06") (chord bearing S44°06'25"W) (chord 70.63 feet) for 78.42 feet to a point of tangency; thence

run S89°02'28"W for 156.53 feet; thence run S01°02'00"E for 122.00 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 532.50 feet (delta 00°04'28") (chord bearing N89°00'14"E) (chord 0.69 feet) for 0.69 feet to a point of tangency; thence run N89°02'28"E for 18.89 feet; thence run S00°57'32"E for 65.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta 83°50'21") (chord bearing S47°07'18"W) (chord 13.36 feet) for 14.63 feet; thence run S82°57'02"W along a non-tangent line for 65.49 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the left of radius 10.00 feet (delta 104°28'10") (chord bearing N47°01'57"W) (chord 15.81 feet) for 18.23 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 467.50 feet (delta 17°45'58") (chord bearing S71°50'59"W) (chord 144.38 feet) for 144.96 feet; thence run S27°02'00"E along a radial line for 105.51 feet; thence run S00°57'32"E for 498.75 feet to an intersection with the Northerly line of lands described in a deed recorded in Official Records Book 2856, at Page 2074, Charlotte County Records; thence run along the Northerly and Westerly line of said lands the following courses: S89°02'28"W for 1,343.02 feet and S00°19'55"E for 228.70 feet to the Northeast corner of Parcel Exception (B), as described in a deed recorded in Official Records Book 1979, at Pages 291 through 293, Charlotte County Records; thence run along the Northerly line of said Parcel Exception (B) the following three (3) courses: S88°04'54"W for 508.38 feet; S87°18'24"W for 536.38 feet and S89°25'54"W for 225.04 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 354, Charlotte County Records; thence run along said Easterly right of way line the following two (2) courses: N00°08'12"W for 780.13 feet and N89°51'48"E for 463.86 feet; thence run N00°08'12"W still along said Easterly right of way line and continuing along the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4419, at Page 1670, Charlotte County Records for 747.28 feet to the Northeast corner of said right of way; thence run S89°29'14"W along the Northerly right of way line of said lands for 463.87 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 468, Charlotte County Records; thence run N00°08'12"W along said Easterly right of way line for 412.72 feet to an intersection with the Southerly line of lands described in a deed recorded in Official Records Book 3891, at Page 191, Charlotte County Records; thence run along the Southerly and Easterly line of said lands the following courses: N89°52'01"E for 3,098.88 feet and N03°04'53"W for 2,086.99 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 9; thence run N89°37'27"E along said North line for 1,087.36 feet to the POINT OF BEGINNING.

Containing 178.97 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 9 to bear N89°37'27"E

EXHIBIT B

Amendment to Supplement #1 to the Master Engineer's Report

[attached beginning at following page]

**FIRST AMENDMENT TO SUPPLEMENT #1 TO THE MASTER ENGINEER'S REPORT
FOR CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT**

January 16, 2025

1. PURPOSE

This report ("**Amendment**") is intended to amend *Supplement #1 to the Master Engineer's Report for Coral Creek Community Development District*, dated January 18, 2024 ("**First Supplemental Engineer's Report**") for the purpose of revising the legal description and residential unit counts and mixes for that portion of the District's Capital Improvement Plan known as the "**2024 Project**," as defined by the First Supplemental Engineer's Report.

2. REVISED LEGAL DESCRIPTION

The legal description of the 2024 Project is hereby revised as follows:

The metes and bounds legal description of the boundaries of the 2024 Project comprising a total of 174.74 acres, more or less, as provided in Appendix A of the First Supplemental Engineer's Report, is hereby amended and replaced by **Exhibit A** attached hereto. The legal description of the 2024 Project, as amended, is comprised of 178.97 acres, more or less.

Figure 1 of the First Supplemental Engineer's Report, a sketch of the boundaries of the 2024 Project, is hereby amended and replaced by **Exhibit B** attached hereto. Additionally, the key map provided in Appendix A of the First Supplemental Engineer's Report is hereby amended and replaced by **Exhibit C** attached hereto.

3. REVISED RESIDENTIAL UNIT COUNTS AND MIXES

The proposed residential unit counts and mixes for the 2024 Project are hereby revised as follows:

Original	
Active Adult	
Coach	32
Villas	50
40's	73
50's	51
Traditional	
Villas	114
40's	75
50's	110
60's	30
2024 Project Total	
Coach	32
Villas	164
40's	148
50's	161

Amended	
Active Adult	
Coach	32
Villas	50
40's	73
50's	51
Traditional	
Villas	114
40's	78
50's	130
60's	30
2024 Project Total	
Coach	32
Villas	164
40's	151
50's	181

60's	30
TOTAL	535

60's	30
TOTAL	558

All elements of the 2024 Project and the First Supplemental Engineer’s Report not explicitly amended by this Amendment shall hereby be restated and confirmed as set forth in the First Supplemental Engineer’s Report.

- EXHIBIT A: Legal Description
- EXHIBIT B: Sketch of 2024 Project Boundary
- EXHIBIT C: Key Map

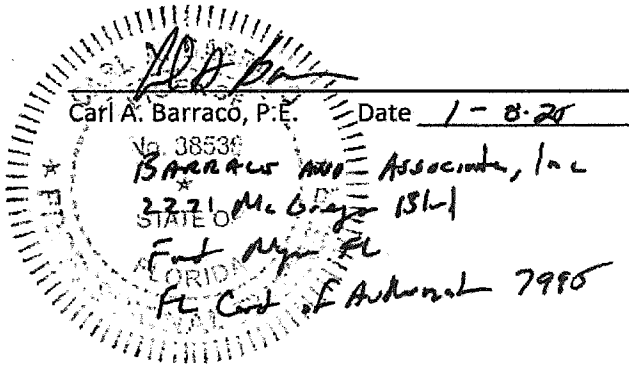


EXHIBIT A:
Legal Description



www.barraco.net

Civil Engineers, Land Surveyors and Planners

DESCRIPTION

Parcel in
Section 9, Township 42 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 9, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9 run S89°37'27"W along the North line of the Northeast Quarter (NE 1/4) of said Section 9 for 1,047.28 feet to the POINT OF BEGINNING. From said Point of Beginning run S00°22'33"E for 90.00 feet; thence run N89°37'27"E for 172.00 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing S44°37'27"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S00°22'33"E for 57.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 44°11'32") (chord bearing S22°28'19"E) (chord 22.57 feet) for 23.14 feet; thence run S45°25'55"W along a radial line for 20.05 feet; thence run S23°45'00"E for 161.50 feet; thence run S16°18'29"E for 45.48 feet; thence run S41°27'41"E for 189.62 feet; thence run S69°33'36"E for 32.15 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 30.00 feet (delta 51°50'04") (chord bearing S05°28'38"E) (chord 26.22 feet) for 27.14 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 602.00 feet (delta 30°20'44") (chord bearing S16°13'18"E) (chord 315.12 feet) for 318.84 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 125°45'27") (chord bearing S63°55'39"E) (chord 53.40 feet) for 65.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 252.00 feet (delta 01°03'23") (chord bearing N53°43'18"E) (chord 4.65 feet) for 4.65 feet; thence run S35°45'00"E along a radial line for 20.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 232.00 feet (delta 39°16'28") (chord bearing S34°36'46"W) (chord 155.93 feet) for 159.03 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 597.00 feet (delta 38°29'04") (chord bearing S34°13'04"W) (chord 393.50 feet) for 400.99 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 504.00 feet (delta 15°56'38") (chord bearing S45°29'17"W) (chord 139.80 feet) for 140.25 feet; thence run S63°23'36"W along a non-tangent line for 46.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 904.50 feet (delta 19°07'21") (chord bearing S12°29'45"W) (chord 300.48 feet) for 301.88 feet to a point of tangency; thence run S02°56'05"W for 312.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.50 feet (delta 86°07'28") (chord bearing S45°59'49"W) (chord 1,154.60 feet) for 1,270.92 feet; thence run N00°49'38"W along a non-tangent line for 105.15 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 285.50 feet (delta 78°03'57") (chord bearing N39°51'36"W) (chord 359.60 feet) for 389.00 feet to a point of tangency; thence run N78°53'35"W for 140.55 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 885.50 feet (delta 15°33'25") (chord bearing N86°40'17"W) (chord 239.69 feet) for 240.43 feet; thence run S04°27'00"E along a radial line for 168.00 feet to a point on a radial curve; thence run Westerly along an arc of a curve to the left of radius 717.50 feet (delta 01°35'00") (chord bearing S84°45'30"W) (chord 19.83 feet) for 19.83 feet; thence run S06°02'00"E along a radial line for 103.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the right of radius 614.50 feet (delta 17°08'25") (chord bearing S87°27'47"E) (chord 183.15 feet) for 183.83 feet to a point of tangency; thence run S78°53'35"E for 111.77 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 50.00 feet (delta 78°03'57") (chord bearing S39°51'36"E) (chord 62.98 feet) for 68.13 feet to a point of tangency; thence run S00°49'38"E for 27.10 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 50.00 feet (delta 89°52'06") (chord bearing S44°06'25"W) (chord 70.63 feet)

DESCRIPTION (CONTINUED)

for 78.42 feet to a point of tangency; thence run S89°02'28"W for 156.53 feet; thence run S01°02'00"E for 122.00 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 532.50 feet (delta 00°04'28") (chord bearing N89°00'14"E) (chord 0.69 feet) for 0.69 feet to a point of tangency; thence run N89°02'28"E for 18.89 feet; thence run S00°57'32"E for 65.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta 83°50'21") (chord bearing S47°07'18"W) (chord 13.36 feet) for 14.63 feet; thence run S82°57'02"W along a non-tangent line for 65.49 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the left of radius 10.00 feet (delta 104°28'10") (chord bearing N47°01'57"W) (chord 15.81 feet) for 18.23 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 467.50 feet (delta 17°45'58") (chord bearing S71°50'59"W) (chord 144.38 feet) for 144.96 feet; thence run S27°02'00"E along a radial line for 105.51 feet; thence run S00°57'32"E for 498.75 feet to an intersection with the Northerly line of lands described in a deed recorded in Official Records Book 2856, at Page 2074, Charlotte County Records; thence run along the Northerly and Westerly line of said lands the following courses: S89°02'28"W for 1,343.02 feet and S00°19'55"E for 228.70 feet to the Northeast corner of Parcel Exception (B), as described in a deed recorded in Official Records Book 1979, at Pages 291 through 293, Charlotte County Records; thence run along the Northerly line of said Parcel Exception (B) the following three (3) courses: S88°04'54"W for 508.38 feet; S87°18'24"W for 536.38 feet and S89°25'54"W for 225.04 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 354, Charlotte County Records; thence run along said Easterly right of way line the following two (2) courses: N00°08'12"W for 780.13 feet and N89°51'48"E for 463.86 feet; thence run N00°08'12"W still along said Easterly right of way line and continuing along the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4419, at Page 1670, Charlotte County Records for 747.28 feet to the Northeast corner of said right of way; thence run S89°29'14"W along the Northerly right of way line of said lands for 463.87 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 468, Charlotte County Records; thence run N00°08'12"W along said Easterly right of way line for 412.72 feet to an intersection with the Southerly line of lands described in a deed recorded in Official Records Book 3891, at Page 191, Charlotte County Records; thence run along the Southerly and Easterly line of said lands the following courses: N89°52'01"E for 3,098.88 feet and N03°04'53"W for 2,086.99 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 9; thence run N89°37'27"E along said North line for 1,087.36 feet to the POINT OF BEGINNING.

Containing 178.97 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 9 to bear N89°37'27"E

 Scott A. Wheeler (For The Firm)
 Professional Surveyor and Mapper
 Florida Certificate No. 5949

EXHIBIT B:
Sketch of 2024 Project Boundary

COACH	32 UNITS
VILLAS	50 UNITS
40'S	73 UNITS
50'S	51 UNITS
TOTAL	206 UNITS
TRADITIONAL	
VILLAS	114 UNITS
40'S	75 UNITS
50'S	110 UNITS
60'S	30 UNITS
TOTAL	329 UNITS
2024 PROJECT TOTAL	
COACH	32 UNITS
VILLAS	164 UNITS
40'S	148 UNITS
50'S	161 UNITS
60'S	30 UNITS
TOTAL	535 UNITS

COACH	32 UNITS
VILLAS	50 UNITS
40'S	73 UNITS
50'S	51 UNITS
TOTAL	206 UNITS
TRADITIONAL	
VILLAS	114 UNITS
40'S	78 UNITS
50'S	130 UNITS
60'S	30 UNITS
TOTAL	352 UNITS
2024 PROJECT TOTAL	
COACH	32 UNITS
VILLAS	164 UNITS
40'S	148 UNITS
50'S	161 UNITS
60'S	30 UNITS
TOTAL	568 UNITS

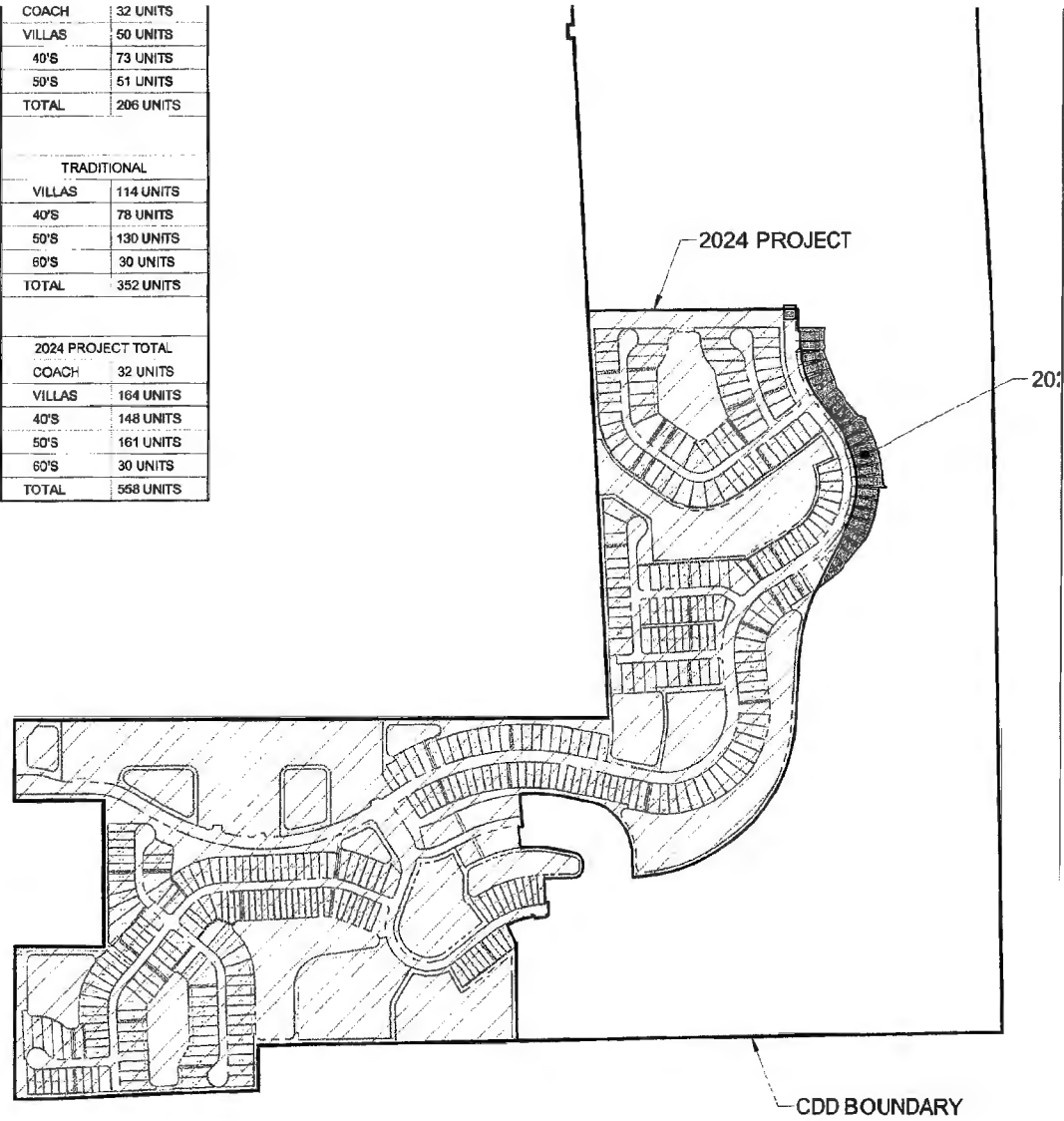
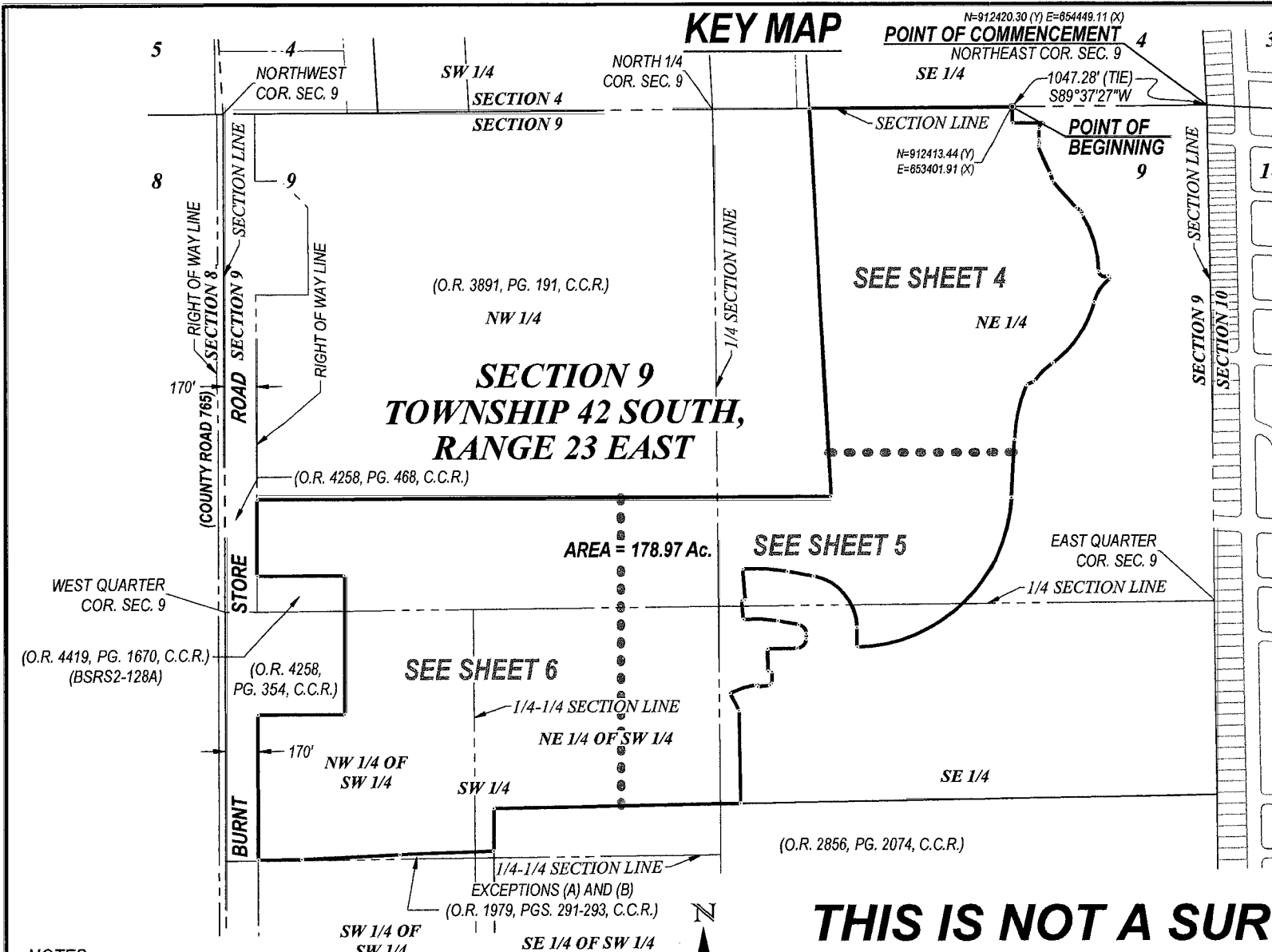
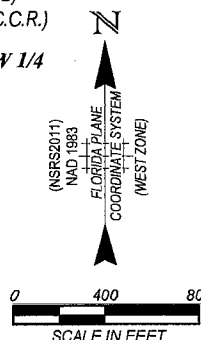


EXHIBIT C:
Key Map



NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999412 TO OBTAIN GRID DISTANCES.
2. O.R. - DENOTES OFFICIAL RECORD BOOK, CHARLOTTE COUNTY PUBLIC RECORDS.
3. PG. - DENOTES PAGE.
4. COORDINATES AND BEARINGS AS SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON NORTH LINE OF THE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 9 TO BEAR N89°37'27"E.
5. DESCRIPTION IS ATTACHED.



THIS IS NOT A SURVEY

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 MCGREGOR BLVD., SUITE 100
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FORT MYERS | PANAMA CITY BEACH
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7395 - SURVEYING LB-6940

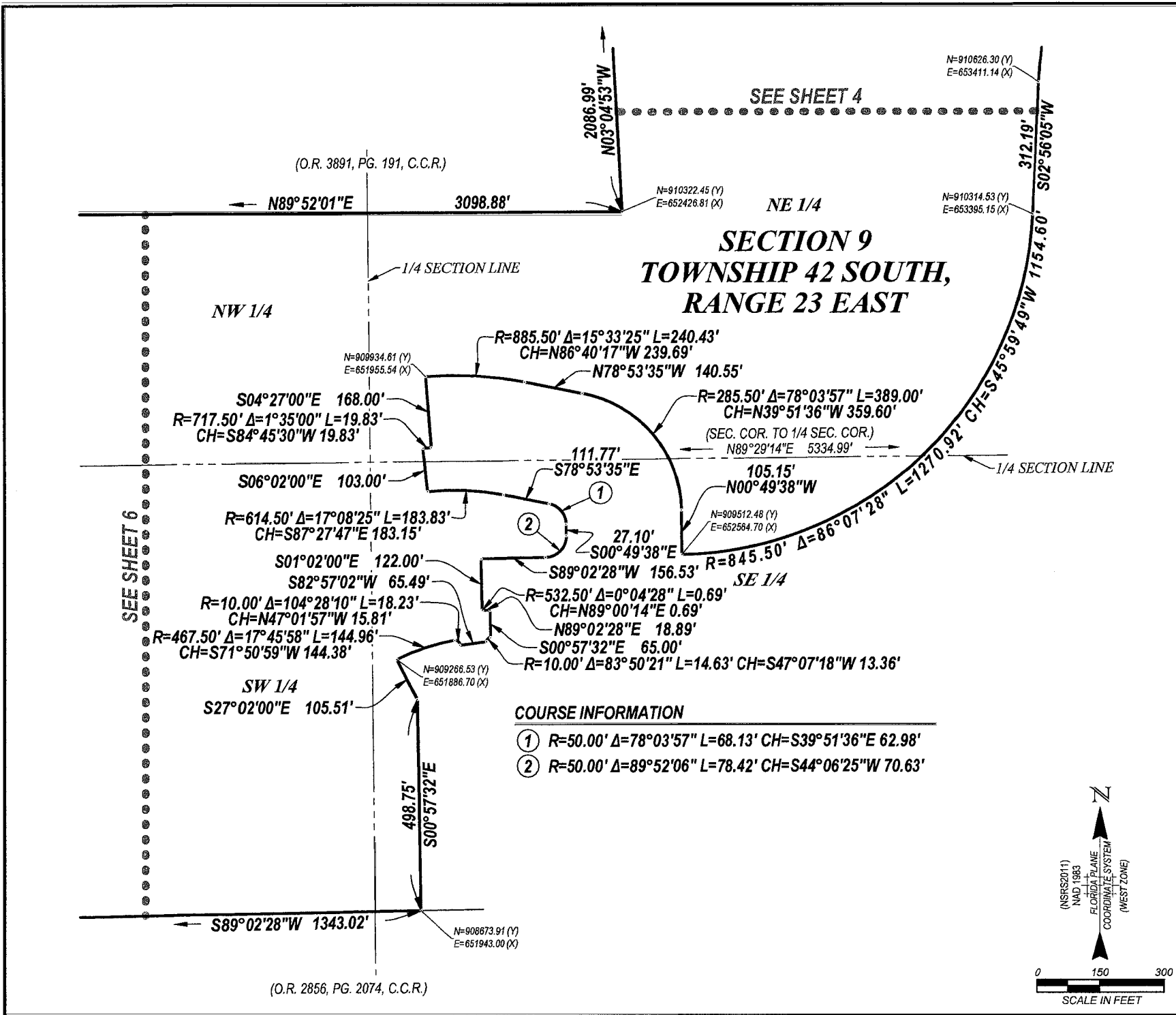
PREPARED FOR
GREENPOINTE COMMUNITIES, LLC
7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32258
PHONE (904) 562-1358
FAX (904) 966-2481

PROJECT DESCRIPTION
A PARCEL OF LAND IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

PROJECT SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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LAYOUT	3
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PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	08-0-2023
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=80'
FIELD BOOK	
PLAN REVISIONS	
10-04-2023	REVISOR/BOUNDARY
01-04-2024	REVISOR/BOUNDARY
09-27-2024	REVISOR/BOUNDARY
STRAP NUMBERS	
SKETCH TO ACCOMPANY DESCRIPTION	
PROJECT / FILE NO.	SHEET NUMBER
23901/24064	3 OF 6



Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
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2271 McGREGOR BLVD., SUITE 100
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PHONE (239) 461-3170
FORT MYERS | PANAMA CITY BEACH

FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7295 - SURVEYING L5-4940

PREPARED FOR

GREENPOINTE COMMUNITIES, LLC
7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32256

PHONE (904) 962-1358
FAX (904) 990-2481

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

PROJECT SURVEYOR

STATE OF FLORIDA
SURVEYOR
5849
A. WHEELER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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PLOT BY: PETER OLSEN

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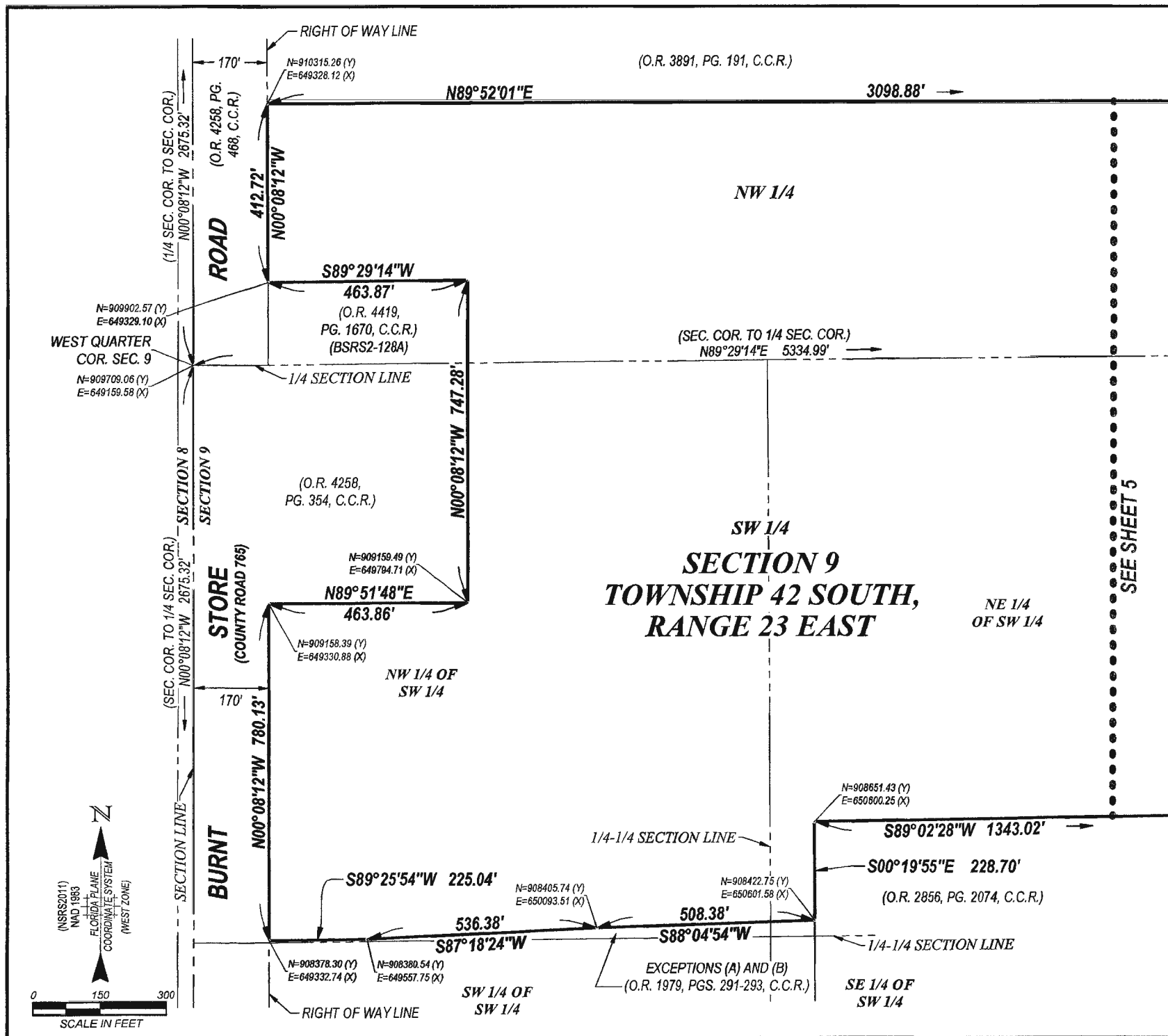
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CHECKED BY:
SCALE: 1"=100'
FIELD BOOK:

PLAN REVISIONS

STRIP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO: 230112 4064
SHEET NUMBER: 5 OF 6



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FAX (239) 461-3170
FORT MYERS | PANAMA CITY BEACH

FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7955 - SURVEYING LB-6940

PREPARED FOR

GREENPOINTE COMMUNITIES, LLC
1307 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32256

PHONE (904) 562-1358
FAX (904) 596-2481

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

PROJECT SURVEYOR

PETER OLSEN
REGISTERED PROFESSIONAL SURVEYOR
STATE OF FLORIDA
NO. 11111

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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LAYOUT	8
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PLOT BY	PETER OLSEN

DRAWING DATA	
SURVEY DATE	08-01-2023
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=200'
FIELD BOOK	

PLAN REVISIONS	
NO.	DESCRIPTION

STRAP NUMBERS	

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
239 1/2-4054	6 OF 6
8-22-23	

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATIONS

ITEMS BIII

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT AND BURNT STORE DEVELOPERS,
LLC REGARDING THE COMPLETION OF DISTRICT IMPROVEMENTS**

THIS FIRST AMENDMENT is made and entered into as of this 16th day of
April 2025, by and between:

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Charlotte County, Florida, and with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

BURNT STORE DEVELOPERS, LLC, a Delaware limited liability company, the primary developer and owner of lands within the District, with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (together with its successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the District the Landowner entered into that certain *Agreement Between the Coral Creek Community Development District and Burnt Store Developers, LLC Regarding the Completion of District Improvements*, dated February 27, 2024 (the “**Agreement**”); and

WHEREAS, the Landowner is currently the primary owner and/or developer of certain lands located in Charlotte County, Florida (the “**County**”) within the boundaries of the District and generally described in the attached **Exhibit A** (“**Assessment Area One**”); and

WHEREAS, the District issued \$12,820,000 in aggregate principal amount of Coral Creek Community Development District Special Assessment Revenue Bonds, Series 2024 (the “**Series 2024 Bonds**”) for the purpose of financing a portion of the Capital Improvement Plan as set forth in the *Supplement #1 to Master Engineer’s Report*, dated November 16, 2023 and revised January 18, 2024, as amended by that certain *First Amendment to Supplement #1 to the Master Engineer’s Report*, dated January 16, 2025 attached hereto as **Exhibit B** (the “**Amended First Supplemental Engineer’s Report**” and as it relates to the Series 2024 Bonds, the portion of the Capital Improvement Plan identified therein is known as the “**2024 Project**”); and

WHEREAS, pursuant to the Amended First Supplemental Engineer’s Report, additional lands as set forth in **Exhibit A** to this First Amendment to the Agreement have been included into Assessment Area One; and

WHEREAS, the Landowner has determined that the number and type of units to be constructed in Assessment Area One will be increased as a result of the additional lands included in Assessment Area One; and

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

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

SECTION 2. AMENDMENT TO EXHIBIT A TO THE AGREEMENT. Exhibit A to the Agreement is hereby replaced in its entirety by Exhibit A attached hereto and incorporated herein by this reference.

SECTION 3. AMENDMENT TO EXHIBIT B TO THE AGREEMENT. Exhibit B to the Agreement is hereby replaced in its entirety by Exhibit B attached hereto and incorporated herein by this reference.

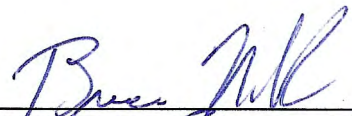
SECTION 4. THE AGREEMENT. Except as amended by Sections 2 and 3 of this First Amendment to the Agreement, all provisions of the Agreement shall remain in full force and effect.

[Signatures on Following Page]

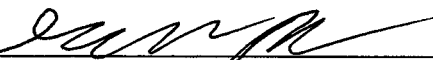
IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

WITNESSES:

BURNT STORE DEVELOPERS, LLC, a
Delaware limited liability company


Print Name: BRUCE NOBLE
Address: 1101 E. Cumberland Ave.
Tampa, FL 33602

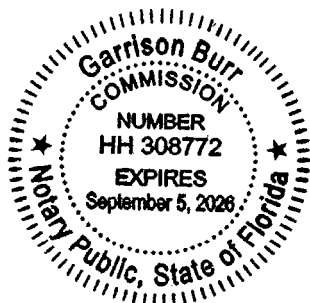

By: James McGowan
Its: Vice President

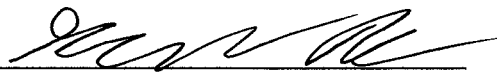

Print Name: GARRISON BURR
Address: 1101 E. Cumberland Ave.
Tampa, FL 33602

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of April 2025, by James McGowan, as Vice President of **Burnt Store Developers, LLC**, for and on behalf of said entity. He ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:




Signature of Notary Public

Garrison Burr
Printed Name of Notary Public

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

WITNESSES:

**CORAL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]
Witness Signature
Printed name: Garrison Burr
Address: 1101 E Cumberland Ave.
Tampa, FL 33612

[Signature]
Printed Name: Bruce Noble
Assistant Secretary

[Signature]
Witness Signature
Printed name: James P. McQuinn
Address: 1101 E. Cumberland Ave
Tampa, FL 33602

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of April, 2025, by Bruce Noble, as Assistant Secretary of the Board of Supervisors of the Coral Creek Community Development District, for and on behalf of the District. He ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:



[Signature]
Signature of Notary Public
Garrison Burr
Printed Name of Notary Public

- Exhibit A:** Description of Assessment Area One
Exhibit B: First Amendment to Supplement #1 to the Master Engineer's Report, dated January 16, 2025

EXHIBIT A
Description of Assessment Area One

Parcel in
Section 9, Township 42 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 9, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9 run S89°37'27"W along the North line of the Northeast Quarter (NE 1/4) of said Section 9 for 1,047.28 feet to the POINT OF BEGINNING.

From said Point of Beginning run S00°22'33"E for 90.00 feet; thence run N89°37'27"E for 172.00 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing S44°37'27"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S00°22'33"E for 57.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 44°11'32") (chord bearing S22°28'19"E) (chord 22.57 feet) for 23.14 feet; thence run S45°25'55"W along a radial line for 20.05 feet; thence run S23°45'00"E for 161.50 feet; thence run S16°18'29"E for 45.48 feet; thence run S41°27'41"E for 189.62 feet; thence run S69°33'36"E for 32.15 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 30.00 feet (delta 51°50'04") (chord bearing S05°28'38"E) (chord 26.22 feet) for 27.14 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 602.00 feet (delta 30°20'44") (chord bearing S16°13'18"E) (chord 315.12 feet) for 318.84 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 125°45'27") (chord bearing S63°55'39"E) (chord 53.40 feet) for 65.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 252.00 feet (delta 01°03'23") (chord bearing N53°43'18"E) (chord 4.65 feet) for 4.65 feet; thence run S35°45'00"E along a radial line for 20.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 232.00 feet (delta 39°16'28") (chord bearing S34°36'46"W) (chord 155.93 feet) for 159.03 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 597.00 feet (delta 38°29'04") (chord bearing S34°13'04"W) (chord 393.50 feet) for 400.99 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 504.00 feet (delta 15°56'38") (chord bearing S45°29'17"W) (chord 139.80 feet) for 140.25 feet; thence run S63°23'36"W along a non-tangent line for 46.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 904.50 feet (delta 19°07'21") (chord bearing S12°29'45"W) (chord 300.48 feet) for 301.88 feet to a point of tangency; thence run S02°56'05"W for 312.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.50 feet (delta 86°07'28") (chord bearing S45°59'49"W) (chord 1,154.60 feet) for 1,270.92 feet; thence run N00°49'38"W along a non-tangent line for 105.15 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 285.50 feet (delta 78°03'57") (chord bearing N39°51'36"W) (chord 359.60 feet) for 389.00 feet to a point of tangency; thence run N78°53'35"W for 140.55 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 885.50 feet (delta 15°33'25") (chord bearing N86°40'17"W) (chord 239.69 feet) for 240.43 feet; thence run S04°27'00"E along a radial line for 168.00 feet to a point on a radial curve; thence run Westerly along an arc of a curve to the left of radius 717.50 feet (delta 01°35'00") (chord bearing S84°45'30"W) (chord 19.83 feet) for 19.83 feet; thence run S06°02'00"E along a radial line for 103.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the right of radius 614.50 feet (delta 17°08'25") (chord bearing S87°27'47"E) (chord 183.15 feet) for 183.83 feet to a point of tangency; thence run S78°53'35"E for 111.77 feet to a

point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 50.00 feet (delta 78°03'57") (chord bearing S39°51'36"E) (chord 62.98 feet) for 68.13 feet to a point of tangency; thence run S00°49'38"E for 27.10 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 50.00 feet (delta 89°52'06") (chord bearing S44°06'25"W) (chord 70.63 feet) for 78.42 feet to a point of tangency; thence run S89°02'28"W for 156.53 feet; thence run S01°02'00"E for 122.00 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 532.50 feet (delta 00°04'28") (chord bearing N89°00'14"E) (chord 0.69 feet) for 0.69 feet to a point of tangency; thence run N89°02'28"E for 18.89 feet; thence run S00°57'32"E for 65.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta 83°50'21") (chord bearing S47°07'18"W) (chord 13.36 feet) for 14.63 feet; thence run S82°57'02"W along a non-tangent line for 65.49 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the left of radius 10.00 feet (delta 104°28'10") (chord bearing N47°01'57"W) (chord 15.81 feet) for 18.23 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 467.50 feet (delta 17°45'58") (chord bearing S71°50'59"W) (chord 144.38 feet) for 144.96 feet; thence run S27°02'00"E along a radial line for 105.51 feet; thence run S00°57'32"E for 498.75 feet to an intersection with the Northerly line of lands described in a deed recorded in Official Records Book 2856, at Page 2074, Charlotte County Records; thence run along the Northerly and Westerly line of said lands the following courses: S89°02'28"W for 1,343.02 feet and S00°19'55"E for 228.70 feet to the Northeast corner of Parcel Exception (B), as described in a deed recorded in Official Records Book 1979, at Pages 291 through 293, Charlotte County Records; thence run along the Northerly line of said Parcel Exception (B) the following three (3) courses: S88°04'54"W for 508.38 feet; S87°18'24"W for 536.38 feet and S89°25'54"W for 225.04 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 354, Charlotte County Records; thence run along said Easterly right of way line the following two (2) courses: N00°08'12"W for 780.13 feet and N89°51'48"E for 463.86 feet; thence run N00°08'12"W still along said Easterly right of way line and continuing along the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4419, at Page 1670, Charlotte County Records for 747.28 feet to the Northeast corner of said right of way; thence run S89°29'14"W along the Northerly right of way line of said lands for 463.87 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 468, Charlotte County Records; thence run N00°08'12"W along said Easterly right of way line for 412.72 feet to an intersection with the Southerly line of lands described in a deed recorded in Official Records Book 3891, at Page 191, Charlotte County Records; thence run along the Southerly and Easterly line of said lands the following courses: N89°52'01"E for 3,098.88 feet and N03°04'53"W for 2,086.99 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 9; thence run N89°37'27"E along said North line for 1,087.36 feet to the POINT OF BEGINNING. Containing 178.97 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 9 to bear N89°37'27"E

EXHIBIT B

First Amendment to Supplement #1 to the Master Engineer's Report, dated January 16, 2025

**FIRST AMENDMENT TO SUPPLEMENT #1 TO THE MASTER ENGINEER'S REPORT
FOR CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT**

January 16, 2025

1. PURPOSE

This report ("**Amendment**") is intended to amend *Supplement #1 to the Master Engineer's Report for Coral Creek Community Development District*, dated January 18, 2024 ("**First Supplemental Engineer's Report**") for the purpose of revising the legal description and residential unit counts and mixes for that portion of the District's Capital Improvement Plan known as the "**2024 Project**," as defined by the First Supplemental Engineer's Report.

2. REVISED LEGAL DESCRIPTION

The legal description of the 2024 Project is hereby revised as follows:

The metes and bounds legal description of the boundaries of the 2024 Project comprising a total of 174.74 acres, more or less, as provided in Appendix A of the First Supplemental Engineer's Report, is hereby amended and replaced by **Exhibit A** attached hereto. The legal description of the 2024 Project, as amended, is comprised of 178.97 acres, more or less.

Figure 1 of the First Supplemental Engineer's Report, a sketch of the boundaries of the 2024 Project, is hereby amended and replaced by **Exhibit B** attached hereto. Additionally, the key map provided in Appendix A of the First Supplemental Engineer's Report is hereby amended and replaced by **Exhibit C** attached hereto.

3. REVISED RESIDENTIAL UNIT COUNTS AND MIXES

The proposed residential unit counts and mixes for the 2024 Project are hereby revised as follows:

Original	
Active Adult	
Coach	32
Villas	50
40's	73
50's	51
Traditional	
Villas	114
40's	75
50's	110
60's	30
2024 Project Total	
Coach	32
Villas	164
40's	148
50's	161

Amended	
Active Adult	
Coach	32
Villas	50
40's	73
50's	51
Traditional	
Villas	114
40's	78
50's	130
60's	30
2024 Project Total	
Coach	32
Villas	164
40's	151
50's	181

60's	30
TOTAL	535

60's	30
TOTAL	558

All elements of the 2024 Project and the First Supplemental Engineer's Report not explicitly amended by this Amendment shall hereby be restated and confirmed as set forth in the First Supplemental Engineer's Report.

EXHIBIT A: Legal Description
EXHIBIT B: Sketch of 2024 Project Boundary
EXHIBIT C: Key Map

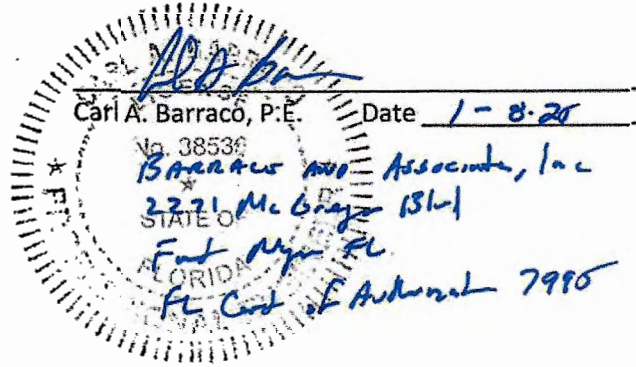


EXHIBIT A:
Legal Description

DESCRIPTION

Parcel in
Section 9, Township 42 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 9, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9 run S89°37'27"W along the North line of the Northeast Quarter (NE 1/4) of said Section 9 for 1,047.28 feet to the POINT OF BEGINNING. From said Point of Beginning run S00°22'33"E for 90.00 feet; thence run N89°37'27"E for 172.00 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing S44°37'27"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S00°22'33"E for 57.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 44°11'32") (chord bearing S22°28'19"E) (chord 22.57 feet) for 23.14 feet; thence run S45°25'55"W along a radial line for 20.05 feet; thence run S23°45'00"E for 161.50 feet; thence run S16°18'29"E for 45.48 feet; thence run S41°27'41"E for 189.62 feet; thence run S69°33'36"E for 32.15 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 30.00 feet (delta 51°50'04") (chord bearing S05°28'38"E) (chord 26.22 feet) for 27.14 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 602.00 feet (delta 30°20'44") (chord bearing S16°13'18"E) (chord 315.12 feet) for 318.84 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 125°45'27") (chord bearing S63°55'39"E) (chord 53.40 feet) for 65.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 252.00 feet (delta 01°03'23") (chord bearing N53°43'18"E) (chord 4.65 feet) for 4.65 feet; thence run S35°45'00"E along a radial line for 20.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 232.00 feet (delta 39°16'28") (chord bearing S34°36'46"W) (chord 155.93 feet) for 159.03 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 597.00 feet (delta 38°29'04") (chord bearing S34°13'04"W) (chord 393.50 feet) for 400.99 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 504.00 feet (delta 15°56'38") (chord bearing S45°29'17"W) (chord 139.80 feet) for 140.25 feet; thence run S63°23'36"W along a non-tangent line for 46.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 904.50 feet (delta 19°07'21") (chord bearing S12°29'45"W) (chord 300.48 feet) for 301.88 feet to a point of tangency; thence run S02°56'05"W for 312.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.50 feet (delta 86°07'28") (chord bearing S45°59'49"W) (chord 1,154.60 feet) for 1,270.92 feet; thence run N00°49'38"W along a non-tangent line for 105.15 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 285.50 feet (delta 78°03'57") (chord bearing N39°51'36"W) (chord 359.60 feet) for 389.00 feet to a point of tangency; thence run N78°53'35"W for 140.55 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 885.50 feet (delta 15°33'25") (chord bearing N86°40'17"W) (chord 239.69 feet) for 240.43 feet; thence run S04°27'00"E along a radial line for 168.00 feet to a point on a radial curve; thence run Westerly along an arc of a curve to the left of radius 717.50 feet (delta 01°35'00") (chord bearing S84°45'30"W) (chord 19.83 feet) for 19.83 feet; thence run S06°02'00"E along a radial line for 103.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the right of radius 614.50 feet (delta 17°08'25") (chord bearing S87°27'47"E) (chord 183.15 feet) for 183.83 feet to a point of tangency; thence run S78°53'35"E for 111.77 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 50.00 feet (delta 78°03'57") (chord bearing S39°51'36"E) (chord 62.98 feet) for 68.13 feet to a point of tangency; thence run S00°49'38"E for 27.10 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 50.00 feet (delta 89°52'06") (chord bearing S44°06'25"W) (chord 70.63 feet)

DESCRIPTION (CONTINUED)

for 78.42 feet to a point of tangency; thence run S89°02'28"W for 156.53 feet; thence run S01°02'00"E for 122.00 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 532.50 feet (delta 00°04'28") (chord bearing N89°00'14"E) (chord 0.69 feet) for 0.69 feet to a point of tangency; thence run N89°02'28"E for 18.89 feet; thence run S00°57'32"E for 65.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta 83°50'21") (chord bearing S47°07'18"W) (chord 13.36 feet) for 14.63 feet; thence run S82°57'02"W along a non-tangent line for 65.49 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the left of radius 10.00 feet (delta 104°28'10") (chord bearing N47°01'57"W) (chord 15.81 feet) for 18.23 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 467.50 feet (delta 17°45'58") (chord bearing S71°50'59"W) (chord 144.38 feet) for 144.96 feet; thence run S27°02'00"E along a radial line for 105.51 feet; thence run S00°57'32"E for 498.75 feet to an intersection with the Northerly line of lands described in a deed recorded in Official Records Book 2856, at Page 2074, Charlotte County Records; thence run along the Northerly and Westerly line of said lands the following courses: S89°02'28"W for 1,343.02 feet and S00°19'55"E for 228.70 feet to the Northeast corner of Parcel Exception (B), as described in a deed recorded in Official Records Book 1979, at Pages 291 through 293, Charlotte County Records; thence run along the Northerly line of said Parcel Exception (B) the following three (3) courses: S88°04'54"W for 508.38 feet; S87°18'24"W for 536.38 feet and S89°25'54"W for 225.04 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 354, Charlotte County Records; thence run along said Easterly right of way line the following two (2) courses: N00°08'12"W for 780.13 feet and N89°51'48"E for 463.86 feet; thence run N00°08'12"W still along said Easterly right of way line and continuing along the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4419, at Page 1670, Charlotte County Records for 747.28 feet to the Northeast corner of said right of way; thence run S89°29'14"W along the Northerly right of way line of said lands for 463.87 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 468, Charlotte County Records; thence run N00°08'12"W along said Easterly right of way line for 412.72 feet to an intersection with the Southerly line of lands described in a deed recorded in Official Records Book 3891, at Page 191, Charlotte County Records; thence run along the Southerly and Easterly line of said lands the following courses: N89°52'01"E for 3,098.88 feet and N03°04'53"W for 2,086.99 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 9; thence run N89°37'27"E along said North line for 1,087.36 feet to the POINT OF BEGINNING.

Containing 178.97 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 9 to bear N89°37'27"E

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

EXHIBIT B:
Sketch of 2024 Project Boundary

COACH	32 UNITS
VILLAS	50 UNITS
40'S	73 UNITS
50'S	51 UNITS
TOTAL	206 UNITS
TRADITIONAL	
VILLAS	114 UNITS
40'S	75 UNITS
50'S	110 UNITS
60'S	30 UNITS
TOTAL	329 UNITS
2024 PROJECT TOTAL	
COACH	32 UNITS
VILLAS	164 UNITS
40'S	148 UNITS
50'S	161 UNITS
60'S	30 UNITS
TOTAL	535 UNITS

COACH	32 UNITS
VILLAS	50 UNITS
40'S	73 UNITS
50'S	51 UNITS
TOTAL	206 UNITS
TRADITIONAL	
VILLAS	114 UNITS
40'S	78 UNITS
50'S	130 UNITS
60'S	30 UNITS
TOTAL	352 UNITS
2024 PROJECT TOTAL	
COACH	32 UNITS
VILLAS	164 UNITS
40'S	148 UNITS
50'S	161 UNITS
60'S	30 UNITS
TOTAL	558 UNITS

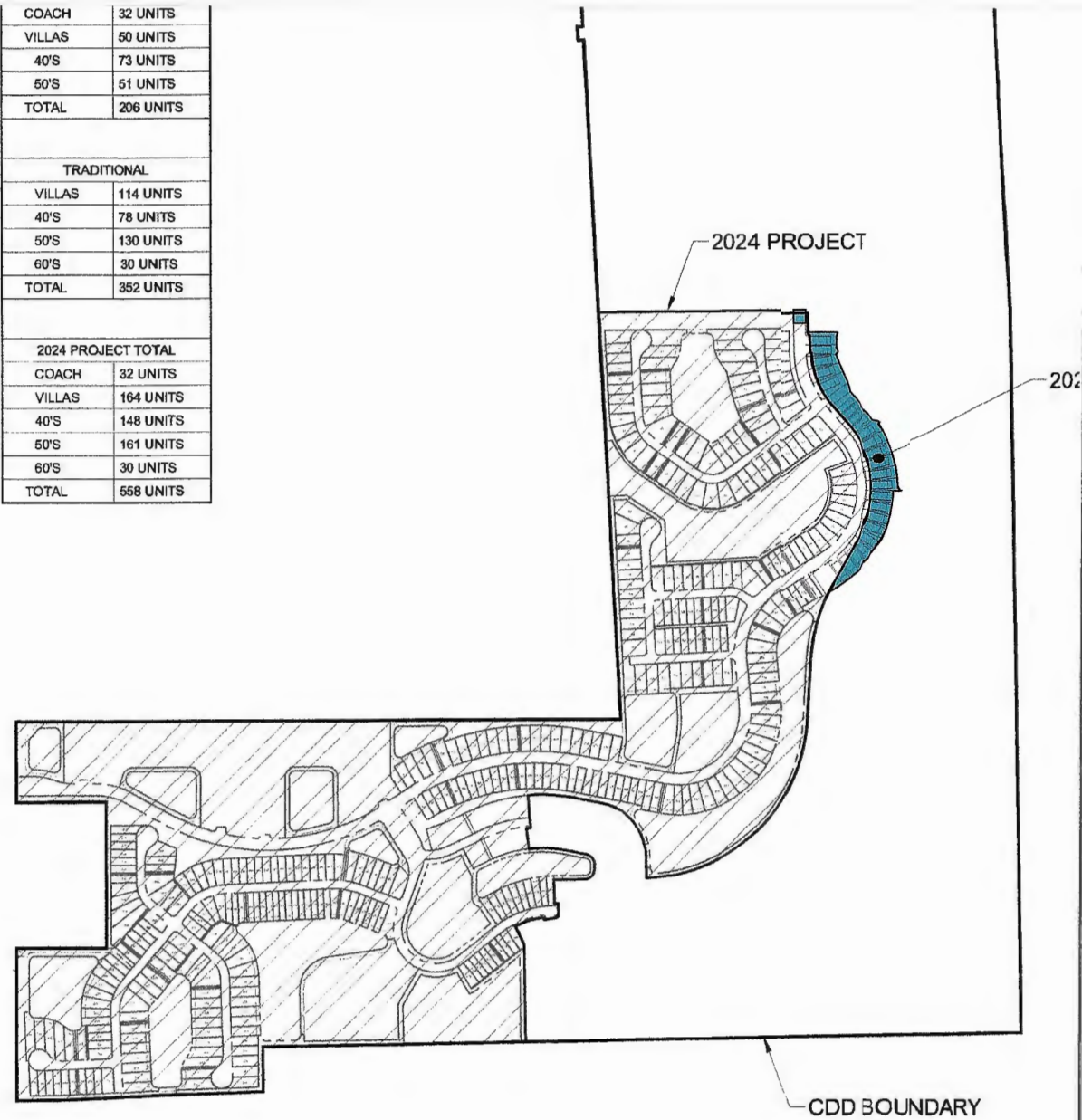


EXHIBIT C:
Key Map

N=912420.30 (Y) E=854449.11 (X)
POINT OF COMMENCEMENT
NORTHEAST COR. SEC. 9
SE 1/4

NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999412 TO OBTAIN GRID DISTANCES.
2. O.R. - DENOTES OFFICIAL RECORD BOOK, CHARLOTTE COUNTY PUBLIC RECORDS.
3. PG. - DENOTES PAGE.
4. COORDINATES AND BEARINGS AS SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON NORTH LINE OF THE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 9 TO BEAR N89°37'27"E.
5. DESCRIPTION IS ATTACHED.



SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2221 McCREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FORT MYERS / PANAMA CITY BEACH
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7865 - SURVEYING LB-8940

**GREENPOINTE
COMMUNITIES,
LLC**

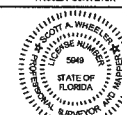
7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32258

PHONE (904) 582-1358
FAX (904) 996-2481

PROJECT DESCRIPTION

***A PARCEL
OF LAND IN
SECTION 9,
TOWNSHIP 42 SOUTH,
RANGE 23 EAST,
CHARLOTTE COUNTY,
FLORIDA***

PROJECT SURVEYOR



NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

FILE NAME	230610GD01.DWG
LAYOUT	3
LOCATION	J:\230610DWG\SURVEYING\GD01
PLOT DATE	FRI, 9-27-2024 - 1:53 PM
PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	08-09-2023
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=60'
FIELD BOOK	

PLAN REVISIONS	
10-01-2023	REVISE BOUNDARY
01-04-2024	REVISE BOUNDARY
06-27-2024	REVISE BOUNDARY

STRIP NUMBERS

SKETCH TO
ACCOMPANY
DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
23991/2-4064 6-12-23	3 OF 6

PREPARED FOR

GREENPOINTE COMMUNITIES, LLC
7507 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32258

PHONE (904) 562-1358
FAX (904) 598-2481

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

PROJECT SURVEYOR



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

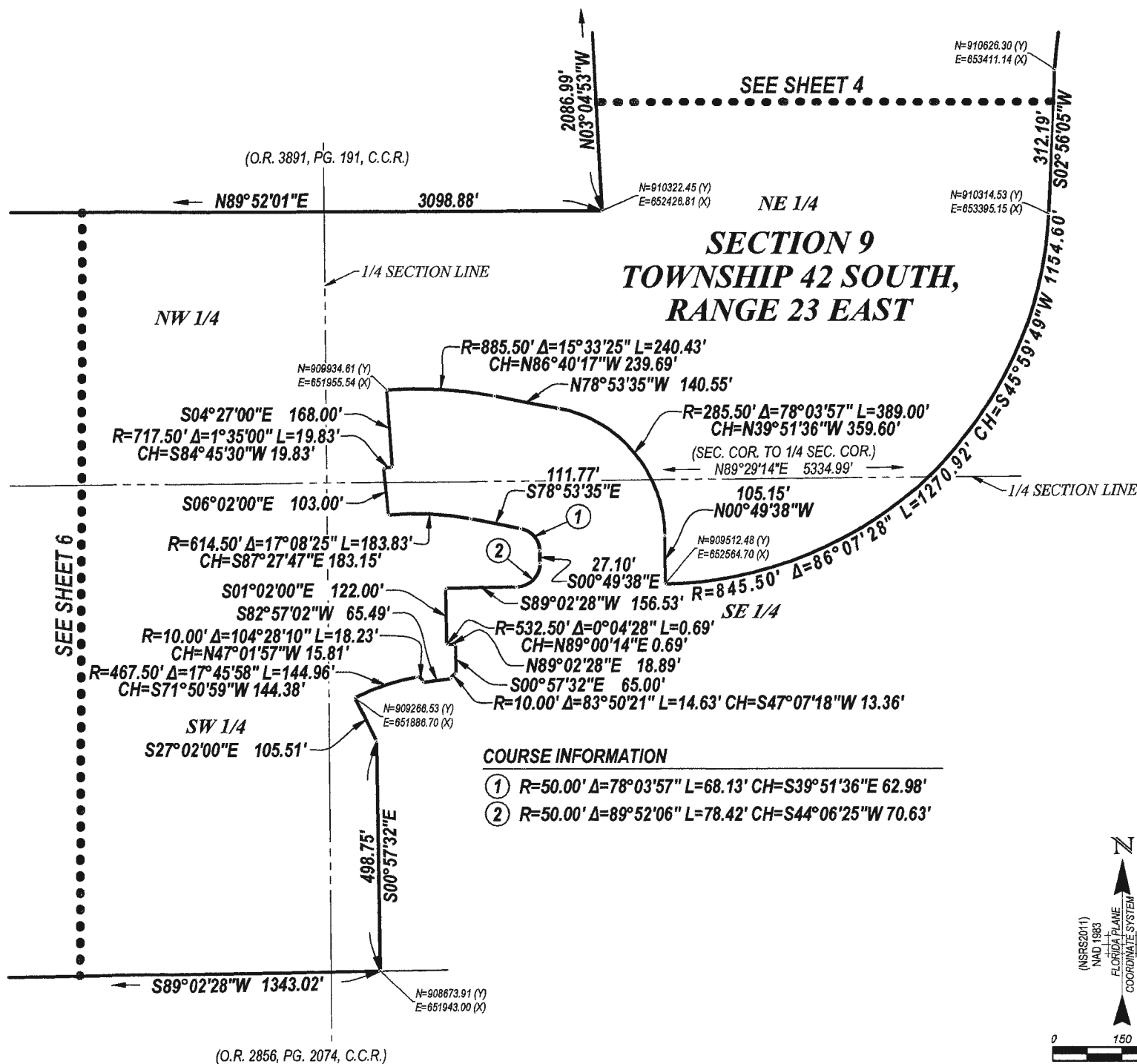
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LAYOUT	5
LOCATION	1/2399124064 SURVEYING/CD
PLOT DATE	FRI 9-25-2024 1:54 PM
PLOT BY	PETER ELSSEN
DRAWING DATA	
SURVEY DATE	09-04-2023
DRAWN BY	P. ELSSEN
CHECKED BY	
SCALE	1"=30'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

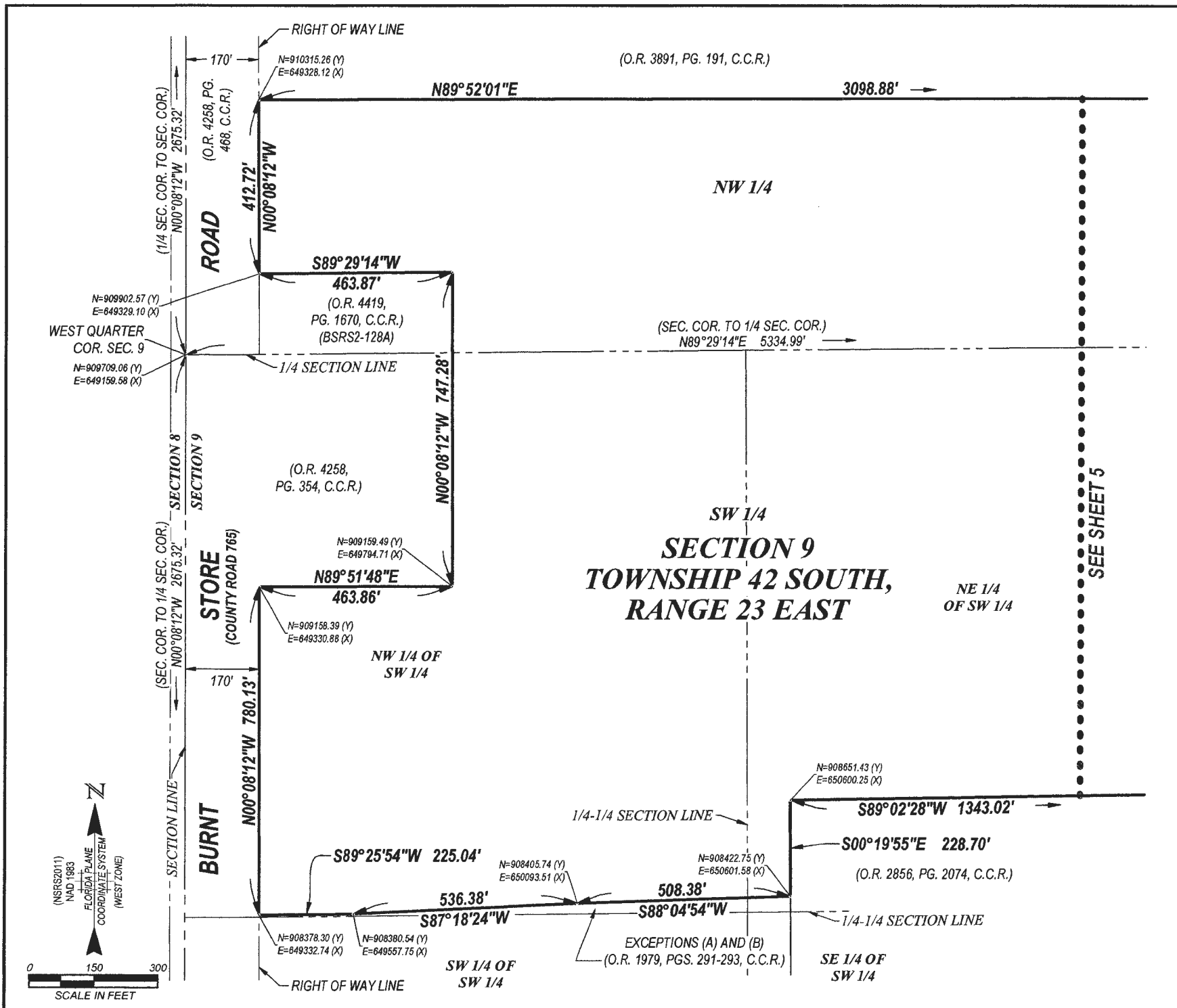
SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
2399124064 1-42-23	5 OF 6



COURSE INFORMATION

- ① $R=50.00' \Delta=78^{\circ}03'57'' L=68.13' CH=S39^{\circ}51'36''E 62.98'$
- ② $R=50.00' \Delta=89^{\circ}52'06'' L=78.42' CH=S44^{\circ}06'25''W 70.63'$



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and Associates, Inc.
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2271 MCGREGOR BLVD., SUITE 100
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FORT MYERS (PANAMA CITY BEACH)
FLORID. CERTIFICATES OF AUTHORIZATION
ENGINEERING 7895 - SURVEYING LB-6940

PREPARED FOR

GREENPOINTE COMMUNITIES, LLC

887 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32256

PHONE (904) 582-1358
FAX (904) 996-2481

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

PROJECT SURVEYOR

PETER OLSEN
STATE OF FLORIDA
LICENSED SURVEYOR NO. 11111

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL IMPRESSED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NAME: 2399-24064.DWG
LAYOUT: 6
LOCATION: J:\2399\HOWG\SURVEYING\CDON
PLOT DATE: FRI, 8-27-2024 - 1:54 PM
PLOT BY: PETER OLSEN

DRAWING DATA

SURVEY DATE: 08-09-2023
DRAWN BY: P. OLSEN
CHECKED BY:
SCALE: 1"=300'
FIELD BOOK:

PLAN REVISIONS

STRIP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO. 2399-24064
SHEET NUMBER 6 OF 6

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATIONS

ITEMS BIV

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

**AMENDED DECLARATION OF CONSENT TO THE JURISDICTION OF
CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SERIES 2024 ASSESSMENTS**

Burnt Store Developers, LLC, a Delaware limited liability company (the “**Landowner**”), is the primary owner of those lands described in **Exhibit A** attached hereto (“**Property**”) located within the boundaries of the Coral Creek Community Development District (the “**District**”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The Landowner previously caused a Declaration of Consent to the Jurisdiction of Coral Creek Community Development District and to Imposition of Series 2024 Assessments to be recorded in the Official Public Records of Charlotte County, Florida as Instrument No. 3375446 on February 29, 2024, (the “**Consent**”). The Landowner now seeks to execute and record this Amended Declaration of Consent to the Jurisdiction of Coral Creek Community Development District and to Imposition of Series 2024 Assessments for the limited purpose of amending the legal description of the assessment area which is the subject of that Declaration of Consent recorded in the Official Public Records of Charlotte County, Florida as Instrument No. 3375446 on February 29, 2024 to include additional property. The declarations contained in the Consent remain fully enforceable and now extend to the lands described in **Exhibit A** hereto.

2. The District is, and has been at all times, on and after February 24, 2022, a legally created, duly organized, and validly existing community development district under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners of Charlotte County, Florida (the “**County**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons authorized by the Act; (b) County Ordinance No. 2022-008, adopted on February 22, 2022 and effective as of February 24, 2022, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from February 24, 2022, to and including the date of this Declaration.

3. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2022-30, 2022-35, and 2024-02 (collectively, the “**Assessment Resolutions**”) that levied and imposed debt service special assessment liens on certain property including the Property, which area is otherwise known as “Assessment Area One” (the “**Series 2024 Assessments**”). Such Series 2024 Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid. Landowner hereby agrees and acknowledges that the Assessment Resolutions provide that the lien for assessments remains

inchoate until the District issues bonds and, without the need for further resolution, the lien attaches at the time of issuance of bonds, including the Series 2024 Bonds hereinafter defined.

4. The Landowner hereby expressly: (i) acknowledges, represents and agrees that the Series 2024 Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its \$12,820,000 Coral Creek Community Development District Special Assessment Revenue Bonds, Series 2024 ("**Series 2024 Bonds**"), or securing payment thereof (together, the "**Financing Documents**"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) represents that the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2024 Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) agrees that the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or objection to the Assessment Resolutions, the Series 2024 Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) agrees that the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) acknowledges that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

5. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Series 2024 Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay the Series 2024 Assessments in full at any time, but with interest, under the circumstances set forth in the Assessment Resolutions.

6. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Series 2024 Assessments is available from the District Manager, Chuck Adams, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

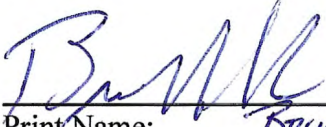
THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION. THIS DECLARATION SHALL SUPPLEMENT AND AMEND THE PREVIOUS DECLARATION RECORDED AS INSTRUMENT NO. 3375446.

Coral Creek CDD – Amended Declaration of Consent (Series 2024 Bonds)

Effective this 16th day of April 2025.

WITNESSES:

BURNT STORE DEVELOPERS, LLC, a
Delaware limited liability company


Print Name: Bruce NOBLE
Address: 1101 E. Cumberland Ave.
Tampa, FL 33602


By: James McGowan
Its: Vice President


Print Name: Garrison Burr
Address: 1101 E Cumberland Ave
Tampa, FL 33602

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of April 2025, by James McGowan, as Vice President of Burnt Store Developers, LLC, for and on behalf of said entity. He ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:




Signature of Notary Public
Garrison Burr
Printed Name of Notary Public

Exhibit A: Description of the Property

EXHIBIT A
Description of the Property

Parcel in
Section 9, Township 42 South, Range 23 East
Charlotte County, Florida

A tract or parcel of land lying in Section 9, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9 run S89°37'27"W along the North line of the Northeast Quarter (NE 1/4) of said Section 9 for 1,047.28 feet to the POINT OF BEGINNING. From said Point of Beginning run S00°22'33"E for 90.00 feet; thence run N89°37'27"E for 172.00 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing S44°37'27"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S00°22'33"E for 57.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 44°11'32") (chord bearing S22°28'19"E) (chord 22.57 feet) for 23.14 feet; thence run S45°25'55"W along a radial line for 20.05 feet; thence run S23°45'00"E for 161.50 feet; thence run S16°18'29"E for 45.48 feet; thence run S41°27'41"E for 189.62 feet; thence run S69°33'36"E for 32.15 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 30.00 feet (delta 51°50'04") (chord bearing S05°28'38"E) (chord 26.22 feet) for 27.14 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 602.00 feet (delta 30°20'44") (chord bearing S16°13'18"E) (chord 315.12 feet) for 318.84 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 125°45'27") (chord bearing S63°55'39"E) (chord 53.40 feet) for 65.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 252.00 feet (delta 01°03'23") (chord bearing N53°43'18"E) (chord 4.65 feet) for 4.65 feet; thence run S35°45'00"E along a radial line for 20.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 232.00 feet (delta 39°16'28") (chord bearing S34°36'46"W) (chord 155.93 feet) for 159.03 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 597.00 feet (delta 38°29'04") (chord bearing S34°13'04"W) (chord 393.50 feet) for 400.99 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 504.00 feet (delta 15°56'38") (chord bearing S45°29'17"W) (chord 139.80 feet) for 140.25 feet; thence run S63°23'36"W along a non-tangent line for 46.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 904.50 feet (delta 19°07'21") (chord bearing S12°29'45"W) (chord 300.48 feet) for 301.88 feet to a point of tangency; thence run S02°56'05"W for 312.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.50 feet (delta 86°07'28") (chord bearing S45°59'49"W) (chord 1,154.60 feet) for 1,270.92 feet; thence run N00°49'38"W along a non-tangent line for 105.15 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 285.50 feet (delta 78°03'57") (chord bearing N39°51'36"W) (chord 359.60 feet) for 389.00 feet to a point of tangency; thence run N78°53'35"W for 140.55 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 885.50 feet (delta 15°33'25") (chord bearing N86°40'17"W) (chord 239.69 feet) for 240.43 feet; thence run S04°27'00"E along a radial line for 168.00 feet to a point on a radial curve; thence run Westerly along an arc of a curve to the left of radius 717.50 feet (delta 01°35'00") (chord bearing S84°45'30"W) (chord 19.83 feet) for 19.83 feet; thence run S06°02'00"E along a radial line for 103.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the right of radius 614.50 feet (delta 17°08'25") (chord bearing S87°27'47"E) (chord 183.15 feet) for 183.83 feet to a point of tangency; thence run S78°53'35"E for 111.77 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 50.00 feet (delta 78°03'57") (chord bearing S39°51'36"E) (chord 62.98 feet) for 68.13 feet to a point of tangency; thence run S00°49'38"E for 27.10 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 50.00 feet (delta 89°52'06") (chord bearing S44°06'25"W) (chord 70.63 feet) for 78.42 feet to a point of tangency; thence

Coral Creek CDD – Amended Declaration of Consent (Series 2024 Bonds)

run S89°02'28"W for 156.53 feet; thence run S01°02'00"E for 122.00 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 532.50 feet (delta 00°04'28") (chord bearing N89°00'14"E) (chord 0.69 feet) for 0.69 feet to a point of tangency; thence run N89°02'28"E for 18.89 feet; thence run S00°57'32"E for 65.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta 83°50'21") (chord bearing S47°07'18"W) (chord 13.36 feet) for 14.63 feet; thence run S82°57'02"W along a non-tangent line for 65.49 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the left of radius 10.00 feet (delta 104°28'10") (chord bearing N47°01'57"W) (chord 15.81 feet) for 18.23 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 467.50 feet (delta 17°45'58") (chord bearing S71°50'59"W) (chord 144.38 feet) for 144.96 feet; thence run S27°02'00"E along a radial line for 105.51 feet; thence run S00°57'32"E for 498.75 feet to an intersection with the Northerly line of lands described in a deed recorded in Official Records Book 2856, at Page 2074, Charlotte County Records; thence run along the Northerly and Westerly line of said lands the following courses: S89°02'28"W for 1,343.02 feet and S00°19'55"E for 228.70 feet to the Northeast corner of Parcel Exception (B), as described in a deed recorded in Official Records Book 1979, at Pages 291 through 293, Charlotte County Records; thence run along the Northerly line of said Parcel Exception (B) the following three (3) courses: S88°04'54"W for 508.38 feet; S87°18'24"W for 536.38 feet and S89°25'54"W for 225.04 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 354, Charlotte County Records; thence run along said Easterly right of way line the following two (2) courses: N00°08'12"W for 780.13 feet and N89°51'48"E for 463.86 feet; thence run N00°08'12"W still along said Easterly right of way line and continuing along the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4419, at Page 1670, Charlotte County Records for 747.28 feet to the Northeast corner of said right of way; thence run S89°29'14"W along the Northerly right of way line of said lands for 463.87 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 468, Charlotte County Records; thence run N00°08'12"W along said Easterly right of way line for 412.72 feet to an intersection with the Southerly line of lands described in a deed recorded in Official Records Book 3891, at Page 191, Charlotte County Records; thence run along the Southerly and Easterly line of said lands the following courses: N89°52'01"E for 3,098.88 feet and N03°04'53"W for 2,086.99 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 9; thence run N89°37'27"E along said North line for 1,087.36 feet to the POINT OF BEGINNING. Containing 178.97 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 9 to bear N89°37'27"E

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATIONS

ITEMS BV

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

**AMENDED AND RESTATED CORAL CREEK COMMUNITY DEVELOPMENT
DISTRICT NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR SPECIAL
ASSESSMENT REVENUE BONDS, SERIES 2024
(2024 PROJECT)**

**THIS AMENDED NOTICE OF SERIES 2024 SPECIAL ASSESSMENTS IS INTENDED
TO SUPPLEMENT THE NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 RECORDED AS
INSTRUMENT NO. 3375447 IN THE PUBLIC RECORDS OF CHARLOTTE COUNTY,
FLORIDA.**

PLEASE TAKE NOTICE that the Board of Supervisors of the Coral Creek Community Development District (the “**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Nos. 2022-30, 2022-35, and 2024-02 (the “**Assessment Resolutions**”), confirming and certifying the lien of non-ad valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the 2024 Project as described in such Assessment Resolutions. Said assessments are pledged to secure the Coral Creek Community Development District Special Assessment Revenue Bonds, Series 2024 (“**Series 2024 Bonds**”). The legal description of the lands on which said special assessments are imposed is attached to this Notice (the “**Notice**”) as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Special Assessment Methodology for Coral Creek Community Development District*, dated March 7, 2022, as supplemented by the *First Supplemental Special Assessment Methodology Report*, dated February 8, 2024, as amended and restated on February 11, 2025 (together, the “**Assessment Report**”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: Coral Creek Community Development District, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The non-ad valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. The District may collect assessments on any of the lands described in the attached **Exhibit A** by any method authorized by law, which method may change from year to year.

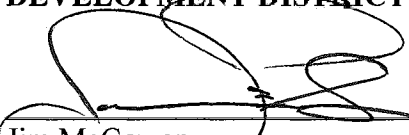
The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

THE LIEN FOR THE SPECIAL ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES AND IS A SUPPLEMENT TO THE PREVIOUSLY RECORDED NOTICE AS INSTRUMENT NO. 3375447. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

[Signature page to follow]

IN WITNESS WHEREOF, this Notice has been executed and effective as of the 16th day of April 2025, and recorded in the Official Records of Charlotte County, Florida.

**CORAL CREEK COMMUNITY
DEVELOPMENT DISTRICT**


Jim McGowan
Chairman, Board of Supervisors


Witness

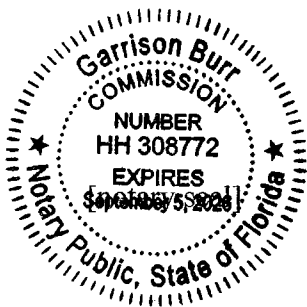
Braun Noble
Print Name
Address: 1101 E. Cumberland Ave.
Tampa, FL 33602


Witness

Garrison Burr
Print Name
Address: 1101 E. Cumberland Ave.
Tampa, FL 33602

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of April, 2025, by Jim McGowan, as Chairman of the Board of Supervisors for the Coral Creek Community Development District.



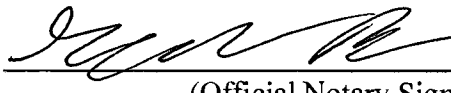

(Official Notary Signature)
Name: Garrison Burr
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____

EXHIBIT A:
Legal Description of Assessed Lands

Parcel in
 Section 9, Township 42 South, Range 23 East
 Charlotte County, Florida

A tract or parcel of land lying in Section 9, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9 run S89°37'27"W along the North line of the Northeast Quarter (NE 1/4) of said Section 9 for 1,047.28 feet to the POINT OF BEGINNING.

From said Point of Beginning run S00°22'33"E for 90.00 feet; thence run N89°37'27"E for 172.00 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing S44°37'27"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S00°22'33"E for 57.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 44°11'32") (chord bearing S22°28'19"E) (chord 22.57 feet) for 23.14 feet; thence run S45°25'55"W along a radial line for 20.05 feet; thence run S23°45'00"E for 161.50 feet; thence run S16°18'29"E for 45.48 feet; thence run S41°27'41"E for 189.62 feet; thence run S69°33'36"E for 32.15 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 30.00 feet (delta 51°50'04") (chord bearing S05°28'38"E) (chord 26.22 feet) for 27.14 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 602.00 feet (delta 30°20'44") (chord bearing S16°13'18"E) (chord 315.12 feet) for 318.84 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 125°45'27") (chord bearing S63°55'39"E) (chord 53.40 feet) for 65.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 252.00 feet (delta 01°03'23") (chord bearing N53°43'18"E) (chord 4.65 feet) for 4.65 feet; thence run S35°45'00"E along a radial line for 20.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 232.00 feet (delta 39°16'28") (chord bearing S34°36'46"W) (chord 155.93 feet) for 159.03 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 597.00 feet (delta 38°29'04") (chord bearing S34°13'04"W) (chord 393.50 feet) for 400.99 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 504.00 feet (delta 15°56'38") (chord bearing S45°29'17"W) (chord 139.80 feet) for 140.25 feet; thence run S63°23'36"W along a non-tangent line for 46.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 904.50 feet (delta 19°07'21") (chord bearing S12°29'45"W) (chord 300.48 feet) for 301.88 feet to a point of tangency; thence run S02°56'05"W for 312.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.50 feet (delta 86°07'28") (chord bearing S45°59'49"W) (chord 1,154.60 feet) for 1,270.92 feet; thence run N00°49'38"W along a non-tangent line for 105.15 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 285.50 feet (delta 78°03'57") (chord bearing N39°51'36"W) (chord 359.60 feet) for 389.00 feet to a point of tangency; thence run N78°53'35"W for 140.55 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 885.50 feet (delta 15°33'25") (chord bearing N86°40'17"W) (chord 239.69 feet) for 240.43 feet; thence run S04°27'00"E along a radial line for 168.00 feet to a point on a radial curve; thence run Westerly along an arc of a curve to the left of radius 717.50 feet (delta 01°35'00") (chord bearing S84°45'30"W) (chord 19.83 feet) for 19.83 feet; thence run S06°02'00"E along a radial line for 103.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the right of radius 614.50 feet (delta 17°08'25") (chord bearing

S87°27'47"E) (chord 183.15 feet) for 183.83 feet to a point of tangency; thence run S78°53'35"E for 111.77 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 50.00 feet (delta 78°03'57") (chord bearing S39°51'36"E) (chord 62.98 feet) for 68.13 feet to a point of tangency; thence run S00°49'38"E for 27.10 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 50.00 feet (delta 89°52'06") (chord bearing S44°06'25"W) (chord 70.63 feet) for 78.42 feet to a point of tangency; thence run S89°02'28"W for 156.53 feet; thence run S01°02'00"E for 122.00 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 532.50 feet (delta 00°04'28") (chord bearing N89°00'14"E) (chord 0.69 feet) for 0.69 feet to a point of tangency; thence run N89°02'28"E for 18.89 feet; thence run S00°57'32"E for 65.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta 83°50'21") (chord bearing S47°07'18"W) (chord 13.36 feet) for 14.63 feet; thence run S82°57'02"W along a non-tangent line for 65.49 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the left of radius 10.00 feet (delta 104°28'10") (chord bearing N47°01'57"W) (chord 15.81 feet) for 18.23 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 467.50 feet (delta 17°45'58") (chord bearing S71°50'59"W) (chord 144.38 feet) for 144.96 feet; thence run S27°02'00"E along a radial line for 105.51 feet; thence run S00°57'32"E for 498.75 feet to an intersection with the Northerly line of lands described in a deed recorded in Official Records Book 2856, at Page 2074, Charlotte County Records; thence run along the Northerly and Westerly line of said lands the following courses: S89°02'28"W for 1,343.02 feet and S00°19'55"E for 228.70 feet to the Northeast corner of Parcel Exception (B), as described in a deed recorded in Official Records Book 1979, at Pages 291 through 293, Charlotte County Records; thence run along the Northerly line of said Parcel Exception (B) the following three (3) courses: S88°04'54"W for 508.38 feet; S87°18'24"W for 536.38 feet and S89°25'54"W for 225.04 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 354, Charlotte County Records; thence run along said Easterly right of way line the following two (2) courses: N00°08'12"W for 780.13 feet and N89°51'48"E for 463.86 feet; thence run N00°08'12"W still along said Easterly right of way line and continuing along the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4419, at Page 1670, Charlotte County Records for 747.28 feet to the Northeast corner of said right of way; thence run S89°29'14"W along the Northerly right of way line of said lands for 463.87 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 468, Charlotte County Records; thence run N00°08'12"W along said Easterly right of way line for 412.72 feet to an intersection with the Southerly line of lands described in a deed recorded in Official Records Book 3891, at Page 191, Charlotte County Records; thence run along the Southerly and Easterly line of said lands the following courses: N89°52'01"E for 3,098.88 feet and N03°04'53"W for 2,086.99 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 9; thence run N89°37'27"E along said North line for 1,087.36 feet to the POINT OF BEGINNING. Containing 178.97 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 9 to bear N89°37'27"E

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATIONS

ITEMS BVI

This instrument was prepared by and
upon recording should be returned to:

Jennifer Kilinski, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

**FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CORAL
CREEK COMMUNITY DEVELOPMENT DISTRICT AND BURNT STORE
DEVELOPERS, LLC REGARDING THE TRUE-UP AND PAYMENT OF
ASSESSMENTS**

THIS FIRST AMENDMENT is made and entered into as of this 16 day of April, 2025, by
and between:

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-
purpose government established pursuant to Chapter 190, Florida Statutes, located
in Charlotte County, Florida, and with a mailing address c/o Wrathell, Hunt and
Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the
“**District**”); and

BURNT STORE DEVELOPERS, LLC, a Delaware limited liability company, the
primary developer and owner of lands within the District, with an address of 7807
Baymeadows Road East, Ste 205, Jacksonville, FL 32256 (together with its
successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the District the Landowner entered into that certain *Agreement by and Between
the Coral Creek Community Development District and Burnt Store Developers, LLC Regarding
the True-Up and Payment of Assessments*, dated February 27, 2024 (the “**Agreement**”); and

WHEREAS, the Landowner is currently the primary owner and/or developer of certain lands
located in Charlotte County, Florida (the “**County**”) within the boundaries of the District and
generally described in the attached **Exhibit A (“Assessment Area One”)**; and

WHEREAS, the District issued \$12,820,000 in aggregate principal amount of Coral Creek
Community Development District Special Assessment Revenue Bonds, Series 2024 (the “**Series
2024 Bonds**”) for the purpose of financing a portion of the Capital Improvement Plan as set forth
in the *Supplement #1 to Master Engineer’s Report*, dated November 16, 2023 and revised January
18, 2024, as amended by that certain *First Amendment to Supplement #1 to the Master Engineer’s
Report*, dated January 16, 2025 (the “**Supplemental Engineer’s Report**,” and as it relates to the
Series 2024 Bonds, the portion of the Capital Improvement Plan identified therein is known as the
“**2024 Project**”); and

Coral Creek CDD – Amended True-Up Agreement (Series 2024 Bonds)

WHEREAS, the *Master Special Assessment Methodology*, dated March 7, 2022 (“**Master Methodology Report**”), as supplemented by the *First Supplemental Special Assessment Methodology Report*, dated February 8, 2024, as amended by that certain *Amended and Restated First Supplemental Special Assessment Methodology Report*, dated February 11, 2025 (“**Amended First Supplemental Assessment Report**” together with the Master Methodology Report, the “**Assessment Report**”), provides that as lands within the District are platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area One will be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed within the District, which assumptions were provided by the Landowner; and

WHEREAS, pursuant to the Amended First Supplemental Assessment Report, additional lands as set forth in **Exhibit A** to this First Amendment to the Agreement have been included into Assessment Area One; and

WHEREAS, the Landowner has determined that the number and type of units to be constructed in Assessment Area One will be increased as a result of the additional lands included in Assessment Area One; and

WHEREAS, the Landowner and the District desire to enter into this First Amendment to the Agreement to confirm the Landowner’s intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Series 2024 Assessments.

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

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

SECTION 2. AMENDMENT TO SECTION 4 A. OF THE AGREEMENT. Section 4 A. of the Agreement is hereby replaced in its entirety with the following:

SPECIAL ASSESSMENT REALLOCATION.

A. *Assumptions as to the Series 2024 Assessments.* As of the date of the execution of this Agreement, the Landowner has informed the District that the Landowner anticipates that a total of 558 units, consisting of 151 forty-foot (40’) single-family lots, 181 fifty-foot (50’) single-family lots, 30 sixty-foot (60’) single-family lots, 164 twin villas, and 32 coach homes (“**Anticipated Lots**”), will be constructed within Assessment Area One of the District.

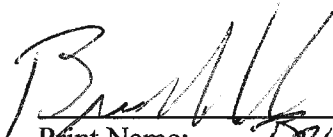
SECTION 3. AMENDMENT TO EXHIBIT A TO THE AGREEMENT. Exhibit A to the Agreement is hereby replaced in its entirety by **Exhibit A** attached hereto and incorporated herein by this reference.

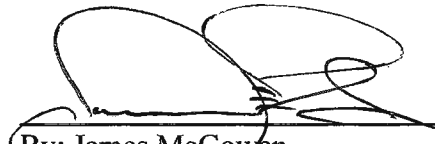
SECTION 4. THE AGREEMENT. Except as amended by Sections 2 and 3 of this First Amendment to the Agreement, all provisions of the Agreement shall remain in full force and effect.

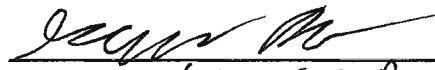
IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

WITNESSES:

BURNT STORE DEVELOPERS, LLC, a
Delaware limited liability company


Print Name: BRUCE NOBLE
Address: 1101 E. Cumberland Ave.
Tampa, FL 33602

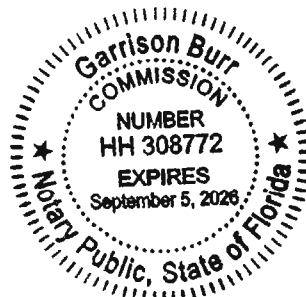

By: James McGowan
Its: Vice President

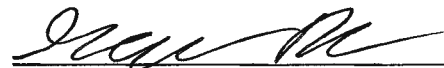

Print Name: Garrison Burr
Address: 1101 E Cumberland Ave.
Tampa, FL 33602

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of April 2025, by James McGowan, as Vice President of **Burnt Store Developers, LLC**, for and on behalf of said entity. He ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:




Signature of Notary Public

Garrison Burr
Printed Name of Notary Public

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

WITNESSES:

**CORAL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]
Witness Signature
Printed name: Garrison Burr
Address: 1101 E Cumberland Ave.
Tampa, FL 33602

[Signature]
Printed Name: BRUCE NOBLE
Assistant Secretary

[Signature]
Witness Signature
Printed name: James McEwen
Address: 1101 E. Cumberland Ave
Tampa, FL 33602

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of April, 2025, by Bruce Noble, as Assistant Secretary of the Board of Supervisors of the Coral Creek Community Development District, for and on behalf of the District. He ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:



[Signature]
Signature of Notary Public
Garrison Burr
Printed Name of Notary Public

Exhibit A: Description of Assessment Area One

EXHIBIT A
Description of Assessment Area One

Parcel in
 Section 9, Township 42 South, Range 23 East
 Charlotte County, Florida

A tract or parcel of land lying in Section 9, Township 42 South, Range 23 East, Charlotte County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9 run S89°37'27"W along the North line of the Northeast Quarter (NE 1/4) of said Section 9 for 1,047.28 feet to the POINT OF BEGINNING.

From said Point of Beginning run S00°22'33"E for 90.00 feet; thence run N89°37'27"E for 172.00 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 30.00 feet (delta 90°00'00") (chord bearing S44°37'27"W) (chord 42.43 feet) for 47.12 feet to a point of tangency; thence run S00°22'33"E for 57.13 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 44°11'32") (chord bearing S22°28'19"E) (chord 22.57 feet) for 23.14 feet; thence run S45°25'55"W along a radial line for 20.05 feet; thence run S23°45'00"E for 161.50 feet; thence run S16°18'29"E for 45.48 feet; thence run S41°27'41"E for 189.62 feet; thence run S69°33'36"E for 32.15 feet to a point on a radial curve; thence run Southerly along an arc of a curve to the left of radius 30.00 feet (delta 51°50'04") (chord bearing S05°28'38"E) (chord 26.22 feet) for 27.14 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 602.00 feet (delta 30°20'44") (chord bearing S16°13'18"E) (chord 315.12 feet) for 318.84 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 30.00 feet (delta 125°45'27") (chord bearing S63°55'39"E) (chord 53.40 feet) for 65.85 feet to a point of reverse curvature; thence run Northeasterly along an arc of a curve to the right of radius 252.00 feet (delta 01°03'23") (chord bearing N53°43'18"E) (chord 4.65 feet) for 4.65 feet; thence run S35°45'00"E along a radial line for 20.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 232.00 feet (delta 39°16'28") (chord bearing S34°36'46"W) (chord 155.93 feet) for 159.03 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the right of radius 597.00 feet (delta 38°29'04") (chord bearing S34°13'04"W) (chord 393.50 feet) for 400.99 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 504.00 feet (delta 15°56'38") (chord bearing S45°29'17"W) (chord 139.80 feet) for 140.25 feet; thence run S63°23'36"W along a non-tangent line for 46.01 feet to a point on a non-tangent curve; thence run Southerly along an arc of a curve to the left of radius 904.50 feet (delta 19°07'21") (chord bearing S12°29'45"W) (chord 300.48 feet) for 301.88 feet to a point of tangency; thence run S02°56'05"W for 312.19 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 845.50 feet (delta 86°07'28") (chord bearing S45°59'49"W) (chord 1,154.60 feet) for 1,270.92 feet; thence run N00°49'38"W along a non-tangent line for 105.15 feet to a point of curvature; thence run Northwesterly along an arc of a curve to the left of radius 285.50 feet (delta 78°03'57") (chord bearing N39°51'36"W) (chord 359.60 feet) for 389.00 feet to a point of tangency; thence run N78°53'35"W for 140.55 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 885.50 feet (delta 15°33'25") (chord bearing N86°40'17"W) (chord 239.69 feet) for 240.43 feet; thence run S04°27'00"E along a radial line for 168.00 feet to a point on a radial curve; thence run Westerly along an arc of a curve to the left of radius 717.50 feet (delta 01°35'00") (chord bearing S84°45'30"W) (chord 19.83 feet) for 19.83 feet; thence run S06°02'00"E along a radial line for 103.00 feet to a point on a radial curve; thence run Easterly along an arc of a curve to the right of radius 614.50 feet (delta 17°08'25") (chord bearing S87°27'47"E) (chord 183.15 feet) for 183.83 feet to a point of tangency; thence run S78°53'35"E for 111.77 feet to a

point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 50.00 feet (delta 78°03'57") (chord bearing S39°51'36"E) (chord 62.98 feet) for 68.13 feet to a point of tangency; thence run S00°49'38"E for 27.10 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the right of radius 50.00 feet (delta 89°52'06") (chord bearing S44°06'25"W) (chord 70.63 feet) for 78.42 feet to a point of tangency; thence run S89°02'28"W for 156.53 feet; thence run S01°02'00"E for 122.00 feet to a point on a non-tangent curve; thence run Easterly along an arc of a curve to the right of radius 532.50 feet (delta 00°04'28") (chord bearing N89°00'14"E) (chord 0.69 feet) for 0.69 feet to a point of tangency; thence run N89°02'28"E for 18.89 feet; thence run S00°57'32"E for 65.00 feet to a point on a radial curve; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta 83°50'21") (chord bearing S47°07'18"W) (chord 13.36 feet) for 14.63 feet; thence run S82°57'02"W along a non-tangent line for 65.49 feet to a point on a non-tangent curve; thence run Northwesterly along an arc of a curve to the left of radius 10.00 feet (delta 104°28'10") (chord bearing N47°01'57"W) (chord 15.81 feet) for 18.23 feet to a point of compound curvature; thence run Westerly along an arc of a curve to the left of radius 467.50 feet (delta 17°45'58") (chord bearing S71°50'59"W) (chord 144.38 feet) for 144.96 feet; thence run S27°02'00"E along a radial line for 105.51 feet; thence run S00°57'32"E for 498.75 feet to an intersection with the Northerly line of lands described in a deed recorded in Official Records Book 2856, at Page 2074, Charlotte County Records; thence run along the Northerly and Westerly line of said lands the following courses: S89°02'28"W for 1,343.02 feet and S00°19'55"E for 228.70 feet to the Northeast corner of Parcel Exception (B), as described in a deed recorded in Official Records Book 1979, at Pages 291 through 293, Charlotte County Records; thence run along the Northerly line of said Parcel Exception (B) the following three (3) courses: S88°04'54"W for 508.38 feet; S87°18'24"W for 536.38 feet and S89°25'54"W for 225.04 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 354, Charlotte County Records; thence run along said Easterly right of way line the following two (2) courses: N00°08'12"W for 780.13 feet and N89°51'48"E for 463.86 feet; thence run N00°08'12"W still along said Easterly right of way line and continuing along the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4419, at Page 1670, Charlotte County Records for 747.28 feet to the Northeast corner of said right of way; thence run S89°29'14"W along the Northerly right of way line of said lands for 463.87 feet to an intersection with the Easterly right of way line of Burnt Store Road, as described in a deed recorded in Official Records Book 4258, at Page 468, Charlotte County Records; thence run N00°08'12"W along said Easterly right of way line for 412.72 feet to an intersection with the Southerly line of lands described in a deed recorded in Official Records Book 3891, at Page 191, Charlotte County Records; thence run along the Southerly and Easterly line of said lands the following courses: N89°52'01"E for 3,098.88 feet and N03°04'53"W for 2,086.99 feet to an intersection with the North line of the Northeast Quarter (NE 1/4) of said Section 9; thence run N89°37'27"E along said North line for 1,087.36 feet to the POINT OF BEGINNING. Containing 178.97 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 9 to bear N89°37'27"E

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 15,309	\$ -	\$ -	\$ 15,309
Investments				
Revenue	-	941,104	-	941,104
Reserve	-	885,856	-	885,856
Prepayment	-	757,268	-	757,268
Interest	-	1,130	-	1,130
Construction	-	-	5,028	5,028
Cost of issuance	-	9,384	-	9,384
Due from Landowner	18,997	-	538,742	557,739
Total assets	<u>\$ 34,306</u>	<u>\$2,594,742</u>	<u>\$ 543,770</u>	<u>\$ 3,172,818</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 19,816	\$ -	\$ -	\$ 19,816
Accrued contracts payable	-	-	1,259,601	1,259,601
Retainage payable	-	-	518,296	518,296
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>25,816</u>	<u>-</u>	<u>1,777,897</u>	<u>1,803,713</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	18,997		538,742	557,739
Unearned revenue	-	206,505	-	206,505
Total deferred inflows of resources	<u>18,997</u>	<u>206,505</u>	<u>538,742</u>	<u>764,244</u>
Fund balances:				
Restricted				
Debt service	-	2,388,237	-	2,388,237
Capital projects	-	-	(1,772,869)	(1,772,869)
Unassigned	(10,507)	-	-	(10,507)
Total fund balances	<u>(10,507)</u>	<u>2,388,237</u>	<u>(1,772,869)</u>	<u>604,861</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 34,306</u>	<u>\$2,594,742</u>	<u>\$ 543,770</u>	<u>\$ 3,172,818</u>

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 16,125	\$ 40,769	\$ 108,410	38%
Misc. Income	-	8,580	-	N/A
Total revenues	<u>16,125</u>	<u>49,349</u>	<u>108,410</u>	46%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	2,400	0%
Management/accounting/recording	3,750	26,250	45,000	58%
Debt service fund accounting	417	2,917	5,000	58%
Legal	1,358	6,300	15,000	42%
Engineering	-	3,457	20,000	17%
Audit	-	4,900	5,500	89%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	83	583	1,000	58%
Trustee*	-	4,246	4,000	106%
Telephone	17	117	200	59%
Postage	-	68	500	14%
Printing & binding	42	292	500	58%
Legal advertising	-	320	1,000	32%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	5,720	95%
Contingencies/bank charges	90	627	750	84%
EMMA software services	-	2,000	-	N/A
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,757</u>	<u>58,365</u>	<u>108,410</u>	54%
Excess/(deficiency) of revenues over/(under) expenditures	10,368	(9,016)	-	
Fund balances - beginning	(20,875)	(1,491)	-	
Fund balances - ending	<u>\$ (10,507)</u>	<u>\$ (10,507)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 78,982	\$ 521,909	\$ 885,855	59%
Assessment prepayments	74,304	752,732	-	N/A
Lot Closing Assessment	11,040	146,400	-	N/A
Lot Closing Interest	3,374	17,321	-	N/A
Interest	6,450	31,217	-	N/A
Total revenues	<u>174,150</u>	<u>1,469,579</u>	<u>885,855</u>	166%
EXPENDITURES				
Interest	-	353,177	706,355	50%
Principal	-	-	180,000	0%
Total expenditures	<u>-</u>	<u>353,177</u>	<u>886,355</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	174,150	1,116,402	(500)	
Fund balances - beginning	<u>2,214,087</u>	<u>1,271,835</u>	<u>1,202,749</u>	
Fund balances - ending	<u><u>\$ 2,388,237</u></u>	<u><u>\$ 2,388,237</u></u>	<u><u>\$ 1,202,249</u></u>	

**CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 639,770	\$ 2,474,836
Interest	20	24,805
Total revenues	<u>639,790</u>	<u>2,499,641</u>
EXPENDITURES		
Construction costs	<u>756,172</u>	<u>4,251,156</u>
Total expenditures	<u>756,172</u>	<u>4,251,156</u>
Excess/(deficiency) of revenues over/(under) expenditures	(116,382)	(1,751,515)
Net change in fund balances	(116,382)	(1,751,515)
Fund balances - beginning	<u>(1,656,487)</u>	<u>(21,354)</u>
Fund balances - ending	<u><u>\$ (1,772,869)</u></u>	<u><u>\$ (1,772,869)</u></u>

CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT

**MINUTES OF MEETING
CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Coral Creek Community Development District held a Public Hearing and Regular Meeting on August 15, 2024 at 1:00 p.m., at the Country Inn and Suites, 24244 Corporate Court, Port Charlotte, Florida 33954.

Present:

Jim McGowan	Chair
Robert Nelson	Vice Chair
Bruce Noble	Assistant Secretary

Also present:

Chuck Adams	District Manager
Jennifer Kilinski (via telephone)	District Counsel
Carl Barraco	District Engineer
Ben Steets (via telephone)	Grau & Associates

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 1:00 p.m.

Supervisors Noble, Nelson and McGowan were present. Supervisors Burr and Durand were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Presentation of Audited Financial Report
for Fiscal Year Ended September 30, 2023,
Prepared by Grau & Associates**

Mr. Steets presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

A. Consideration of Resolution 2024-07, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023

On MOTION by Mr. McGowan and seconded by Mr. Nelson, with all in favor, Resolution 2024-07, Hereby Accepting the Audited Annual Financial Report for Fiscal Year Ended September 30, 2023, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2024/2025 Budget

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-08, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Adams presented Resolution 2024-08. He reviewed the proposed Fiscal Year 2025 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. He noted that the budget is unchanged since it was last presented. This is a Landowner-funded budget with expenses funded as they are incurred.

Discussion ensued regarding collection of debt service assessments at closing and turnover of streetlights to the CDD versus the Master Association.

Mr. Adams opened the Public Hearing.

No affected property owners or members of the public spoke.

Mr. Adams closed the Public Hearing.

On MOTION by Mr. McGowan and seconded by Mr. Noble, with all in favor, Resolution 2024-08, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Adams presented Resolution 2024-09.

The following changes were made to Resolution 2024-09:

Page 2, Section 2A, Lines 6 and 7: Change "25% due no later than February 1, 2025, and 25% due no later than April 1, 2025" to "and 50% due no later than April 1, 2025"

On MOTION by Mr. Nelson and seconded by Mr. Noble, with all in favor, Resolution 2024-09, as amended, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Fiscal Year 2025 Funding Agreement

Mr. Adams presented the Fiscal Year 2025 Funding Agreement.

On MOTION by Mr. McGowan and seconded by Mr. Nelson, with all in favor, the Fiscal Year 2025 Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Lee Mar Building and Construction Corporation Agreement for the Sale of Fill Dirt

Mr. Barraco stated that it is typically most expeditious for the CDD to dispose of fill dirt from lake excavation on site because transporting fill dirt is prohibited. However, in this case, the County allows transporting fill dirt and the monies from the contractor's sale of excess fill dirt benefits the CDD.

Ms. Kilinski presented the Lee Mar Building and Construction Corporation Agreement for the Sale of Fill Dirt, developed in conjunction with Mr. Barraco. A purchase price per cubic yard was determined, and the CDD has the ability to reduce Lee Mar's contract for ongoing Site Work via Change Order to reduce the overall construction cost and allow for more construction proceeds to be used on the entirety of the Phase I Project for which bonds were recently issued. The contractor will bear the obligation of hauling and the related indemnification for hauling will be the responsibility of the recipient site.

It was noted that some of the fill will come from Phase II. Lee Mar asked if a Change Order to the existing contract is needed, or if a separate contract is needed for Phase II.

Ms. Kilinski stated, unless Mr. Barraco disagrees, the Engineer's Report is written such that the series of improvements is interconnected. In some other GreenPointe projects where bond proceeds may have run out for Phase I, part of Phase I infrastructure was rolled into Phase II financing, because improvements are interrelated, it overall goes to the benefit of the CDD and it reduces the contract cost that will be upcoming for Phase II.

Mr. Barraco stated he agrees.

Ms. Kilinski stated she will review the Agreement but she believes the pay applications can be reduced by any separately contracted construction contract between Lee Mar and the CDD that contemplates future phases, knowing that there will be fill dirt in future phases. It was noted that the CDD is getting more per yard than it is costing to dig it.

On MOTION by Mr. Nelson and seconded by Mr. Noble, with all in favor, the Lee Mar Building and Construction Corporation Agreement for the Sale of Fill Dirt, in substantial form, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Reallocation of Debt and Modification of Series 2024 Bonds Assessment Roll and Authorization of Staff to Modify Reports and Documents for Same

Mr. Adams stated this relates to the addition of 23 to 24 units. Ms. Kilinski worked with the Developer on this; the agenda includes a graphic showing the locations of the additional lots.

Ms. Kilinski stated that the documents prepared when the Series 2024 bonds were issued contemplate a process by which a reallocation of debt would occur. She spoke with the Assessment Methodology Consultant and the District Engineer who produced the visual with regard to modifying the Assessment Area boundary for the Series 2024 bonds to include the additional units, which would also secure the repayment of that debt and asked for Board direction on this matter. A reallocation of debt across all the units to reduce the debt assessment assigned to every unit based on the Assessment Methodology would occur. The resulting work for Staff would be to amend the District Engineer's Report to reflect the change from 535 units to 558 units and the Assessment Methodology would also be updated to include the new legal description and the new unit allocation based on the increase in units. The Ancillary Financing Documents would also be modified to attach a new legal description to secure the assessment lien and provide notifications about the collateral assignment, etc. The process is not difficult, but Board direction and approval is needed to move forward.

On MOTION by Mr. McGowan and seconded by Mr. Nelson, with all in favor, proceeding with reallocation of debt and modification of the Series 2024 Bonds Assessment Roll and authorizing Staff to modify reports and documents, as necessary, was approved.

NINTH ORDER OF BUSINESS

Ratification of Pay Requisition No. 18 [Lee Mar Construction Corporation \$668,602.77]

Mr. Barraco presented Pay Requisition No. 18 and noted that \$31,578.18 is being paid by the Developer for non-CDD items.

It was noted that this item is presented for approval, rather than ratification.

On MOTION by Mr. McGowan and seconded by Mr. Noble, with all in favor, Pay Requisition No. 18 for payment to Lee Mar Construction Corporation, in the amount of \$668,602.77, was approved.

TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2024

The financials were accepted.

ELEVENTH ORDER OF BUSINESS

Approval of May 16, 2024 Regular Meeting Minutes

On MOTION by Mr. Nelson and seconded by Mr. Noble, with all in favor, the May 16, 2024 Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kilinski | Van Wyk, PLLC**• Memorandum: Goals and Objectives Reporting**

Ms. Kilinski presented the Memorandum explaining the requirement for the CDD to develop goals and objectives. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

The following change was made:

Goal 1.1: Public Meetings Compliance: Reduce the minimum number of Board meetings to two meetings each fiscal year.

On MOTION by Mr. Nelson and seconded by Mr. Noble, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, as amended, were approved.

B. District Engineer: Barraco & Associates, Inc.

There was nothing further report.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **0 Registered Voters in District as of April 15, 2024**
- **NEXT MEETING DATE: September 19, 2024, immediately following adjournment of the Tuckers Pointe CDD meeting, scheduled to commence at 1:00 PM**
- **QUORUM CHECK**

The next meeting will be held on September 19, 2024, unless cancelled.

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Nelson and seconded by Mr. Noble, with all in favor, the meeting adjourned at 1:25 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT

MINUTES
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**MINUTES OF MEETING
CORAL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Coral Creek Community Development District was held on November 5, 2024, at 10:00 a.m., at the Englewood Charlotte Public Library, 3450 North Access Road, Englewood, Florida 34224.

Present:

Chuck Adams District Manager/Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:11 a.m. Other than himself, no other Landowners, Landowner representatives, Proxy Holders or members of the public were present.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Adams served as Chair to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 3, 4, 5]

A. Nominations

Mr. Adams stated that he is the designated Proxy Holder for the Landowner Burnt Stone Developers, LLC, who owns 425.93 acres, equating to 426 voting units. Mr. Adams is eligible to cast up to 426 votes per seat.

Mr. Adams nominated the following:

36 Seat 3 Robert Nelson
37 Seat 4 Bruce Noble
38 Seat 5 Michael Byrrd
39 No other nominations were made.

40 **B. Casting of Ballots**

41 • **Determine Number of Voting Units Represented**

42 A total of 426 voting units were represented.

43 • **Determine Number of Voting Units Assigned by Proxy**

44 All 426 voting units represented were assigned by proxy to Mr. Adams by the
45 Landowner, Burnt Store Developers, LLC. Mr. Adams is eligible to cast up to 426 votes per Seat.

46 Mr. Adams cast the following votes:

47	Seat 3	Robert Nelson	426 votes
48	Seat 4	Bruce Noble	426 votes
49	Seat 5	Michael Byrrd	416 votes

50 **C. Ballot Tabulation and Results**

51 Mr. Adams reported the following ballot tabulation, results and term lengths:

52	Seat 3	Robert Nelson	426 votes	4-Year Term
53	Seat 4	Bruce Noble	426 votes	4-Year Term
54	Seat 5	Michael Byrrd	416 votes	2-Year Term

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56 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

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58 There were no Landowners' questions or comments.

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60 **SIXTH ORDER OF BUSINESS**

Adjournment

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62 The meeting adjourned at 10:13 a.m.

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65 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

CORAL CREEK

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

CORAL CREEK COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
Country Inn and Suites by Radisson, 24244 Corporate Court, Port Charlotte, Florida 33954 ¹ Englewood Charlotte Public Library, 3450 North Access Road, Englewood, Florida 34224		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024 CANCELED	Regular Meeting	1:00 PM*
November 5, 2024 ¹	Landowners' Meeting	10:00 AM
November 21, 2024 CANCELED	Regular Meeting	1:00 PM*
December 19, 2024 CANCELED	Regular Meeting	1:00 PM*
January 16, 2025 CANCELED	Regular Meeting	1:00 PM*
February 20, 2025 CANCELED	Regular Meeting	1:00 PM*
March 20, 2025 CANCELED	Regular Meeting	1:00 PM*
April 17, 2025 CANCELED	Regular Meeting	1:00 PM*
May 15, 2025 <i>rescheduled to May 29, 2025</i> NO QUORUM	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	1:00 PM*
May 29, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	1:00 PM*
July 17, 2025	Regular Meeting	1:00 PM*
August 21, 2025	Regular Meeting	1:00 PM*
September 18, 2025	Regular Meeting	1:00 PM*
*Meetings will convene immediately following the adjournment of the Tuckers Pointe CDD meetings, scheduled to commence at 1:00 PM		
CALL-IN NUMBER: 1-888-354-0094; PARTICIPANT PASSCODE: 229 774 8903		