Waterlin
Stewardship District

Meeting Agenda

October 7, 2026

AGENDA

Waterlin
Stewardship District

219 East Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

REVISED AGENDA

September 30, 2026

Board of Supervisors
Waterlin
Stewardship District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Waterlin Stewardship District** will be held on **Wednesday, October 7, 2026 at 3:00 PM at the Offices of Gentry Land Company, 3850 Canoe Creek Road, Saint Cloud, FL.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the September 2, 2026 Meeting
    A. Acceptance of Minutes of the August 5, 2026 GIR East CDD Meeting
4. Consideration of Revised Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2026 (Post GIR East CDD Merger)
5. Ratification Items
    A. Ratification of Professional Services Agreement with Tierra, Inc for CEI Services
    B. Ratification of Construction Contract (Stipulated Price) with Jr. Davis Construction Company and Change Order No. 1 to Agreement for Waterlin Blvd. Phase 2A & SLT CCN1 – Dayspring Avenue Phase 1 Improvements Project
    C. GIR East CDD Series 2025 Requisitions #8 - #9
    D. Waterlin SD Series 2025 Requisitions #10 - #11 - Added
6. Consideration of Agreement for Streetlighting
7. Discussion of Maintenance Agreement and Authorization to Chair to Execute Final
8. Financing Matters
    A. Consideration of Final Supplemental Assessment Methodology Report
    B. Consideration of Resolution 2027-01 Supplemental Assessment Resolution
    C. Consideration of Notice of Imposition of Special Assessments
    D. Consideration of Disclosure of Public Finance
    E. Consideration of Ancillary Agreements
        i. Acquisition Agreement with WS-GIR, LLC
        ii. Completion Agreement with WS-GIR, LLC
        iii. Collateral Assignment with WS-GIR, LLC
        iv. True-Up Agreement with TPG AG EHC III (LEN) Multi State I & Lennar Homes
        v. True Up Agreement with WS-GIR, LLC
9. Staff Reports
    A. Attorney
    B. Engineer

i. **Consideration of Proposal for Waterlin CCN-1 Dayspring Avenue Phase 1 - Added**

C. District Manager's Report
   i. Balance Sheet and Income Statement
   ii. Ratification of Funding Request #6

D. Field Manager's Report

10. Other Business
11. Supervisor's Requests
12. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

George S. Flint

George S. Flint
District Manager

Cc: Alyssa Willson, District Counsel
Strickland Smith, District Engineer

Enclosures

MINUTES

MINUTES OF MEETING
WATERLIN
STEWARDSHIP DISTRICT

The regular meeting of the Board of Supervisors of the Waterlin Stewardship District was held Wednesday, September 2, 2026, at 3:00 p.m. at the Offices of Gentry Land Company, 3850 Canoe Creek Road, St. Cloud, Florida.

Present and constituting a quorum were:

Mike Liquori	Chairman
Chancy Summers	Vice Chairman
David Hulme	Assistant Secretary

Also present were:

George Flint	District Manager
Alyssa Wilson *by phone*	District Counsel
Strickland Smith *by phone*	District Engineer
Karly Chambers	GMS
Alan Scheerer	GMS

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called the meeting to order and called the roll. Three Board members were present in person constituting a quorum.

SECOND ORDER OF BUSINESS **Public Comment Period**

Mr. Flint noted there were no members of the public present other than Board and staff to provide public comment.

THIRD ORDER OF BUSINESS **Approval of Minutes of the August 5, 2026 Board of Supervisor Meeting**

Mr. Flint presented the minutes from August 5, 2026 Board of Supervisor meeting. He stated that the August 5th meeting minutes incorrectly listed Michelle was present and should be corrected to show that Ms. Wilson represented District Counsel.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Approval of Minutes of the August 5, 2026 Board of Supervisor Meeting, were approved, as amended.

FOURTH ORDER OF BUSINESS **Ratification of Recording of Notice of Dissolution of GIR East CDD**

Mr. Flint introduced the ratification of the notice dissolving GIR East CDD. Ms. Wilson stated that GIR East CDD had been dissolved and merged into the Waterlin Stewardship District, and that the notice informed the relevant entities of the merger.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Recording of Notice of Dissolution of GIR East CDD, was ratified.

FIFTH ORDER OF BUSINESS **Consideration of Interim Construction Management and Project Engineering Services Agreement with Kimley Horn**

Ms. Wilson explained that the interim construction management and project engineering agreement with Kimley Horn covered certain roadway work and additional engineering services. Because construction management services require a statutory RFQ process under the CCNA, She recommended approving the interim agreement and proceeding with an RFQ for construction management and project engineering services.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Interim Construction Management and Project Engineering Services Agreement with Kimley Horn, was approved.

SIXTH ORDER OF BUSINESS **Authorization to Issue RFQ for Construction Management and Project Engineering Services**

Mr. Flint introduced authorization to issue the RFQ, and Ms. Wilson stated that the competitive selection criteria incorporated the statutory CCNA requirements and were similar to those used for District engineering services.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Authorization to Issue RFQ for Construction Management and Project Engineering Services, was approved.

SEVENTH ORDER OF BUSINESS **Consideration of Purchase Order Agreement for Goods - Added**

Mr. Flint stated that the purchase order for benches and other site furnishings for the linear park incorrectly listed Rizzetta as the billing address and needed to be updated. Direct District purchasing would provide sales-tax savings. The proposal, supplied by David Moss, totaled approximately $186,728, including about $165,894 for materials and slightly more than $20,000 for shipping; approximately $12,000 in sales tax was to be removed. Ms. Wilson stated that the revised proposal should be addressed to the District and that procurement of the materials needed to remain below $195,000. She clarified that the District is exempt from sales tax, but not tariffs. Mr. Liquori moved to approve the purchase order in substantial form, not to exceed $195,000, subject to finalizing the purchase request.

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Purchase Order Agreement for Goods NTE $195,000, was approved.

EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2026-25 Relating to the Intent to Accept Responsibility for Ownership, Operation and Maintenance of District Infrastructure within the Boundaries of the Proposed Plats of Founders Corner Phase 4 and Founders Corner Phase 5 - Added**

Mr. Flint introduced Resolution 2026-25, which expressed the District's intent to assume ownership, operation, and maintenance responsibilities for roadway infrastructure within the proposed Founders Corner Phase 4 and Phase 5 plats. Ms. Wilson explained that the county requested formal District action because the District would not be signing the plats.

The Board discussed several draft-plat corrections. Lift Station Tract LS50 in Phase 4 was incorrectly labeled in a table as being owned and maintained by the CDD, although the plat notes correctly assigned it to Toho Water. The Phase 4 and Phase 5 drafts also still contained references to GIR East CDD that needed to be updated to the Waterlin Stewardship District. Staff confirmed that these were minor drafting errors already being revised with the county.

Ms. Wilson clarified that Resolution 2026-25 applied only to roadway tracts, so the LS50 labeling issue did not affect the resolution. She recommended approval in substantial form, subject to anticipated updates to the District name in the plats.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Resolution 2026-25 Relating to the Intent to Accept Responsibility for Ownership, Operation and Maintenance of District Infrastructure within the Boundaries of the Proposed Plats of Founders Corner Phase 4 and Founders Corner Phase 5 - Added, was approved.

NINTH ORDER OF BUSINESS Financing Matters

A. Consideration of Final Supplemental Assessment Methodology Report-Under Separate Cover
B. Consideration of Resolution 2026-23 Supplemental Assessment Resolution- Under Separate Cover
C. Consideration of Notice of Imposition of Special Assessments — Under Separate Cover
D. Consideration of Disclosure of Public Finance - Under Separate Cover
E. Consideration of Ancillary Agreements Acquisition Agreement with WS-GIR, LLC
i. Completion Agreement with WS-GIR, LLC
ii. Collateral Assignment with WS-GIR, LLC
iii. True-Up Agreement with TPG AG EHC Ill (LEN) Multi State I &
iv. Lennar Homes
v. True Up Agreement with WS-GIR, LLC

Mr. Flint stated that the Board was not ready to consider financing matters. The Board would consider continuing the meeting at its conclusion so the financing items could be addressed later.

TENTH ORDER OF BUSINESS Staff Reports

A. Attorney
i. Dissolution Ordinance of GIR East CDD

Mr. Flint noted that the GIR CDD dissolution ordinance had already been covered under the notice of dissolution. Ms. Wilson stated that she had nothing further to report and continued to work on the District's various matters.

Mr. Hulme asked how the District should address local roads in Founders Corner Phases 1–3, which the recorded plats identify for county maintenance even though no deeds specifically conveyed them to the county. He stated that the county is expected to maintain the major framework roads, but not the local roads within the communities.

Ms. Wilson advised that the District's records should clearly document the change in maintenance responsibility. Possible options included having the county assign its plat rights and issue a quitclaim deed, or having the Board adopt and record a resolution documenting the revised

development plan and maintenance responsibilities. Mr. Hulme agreed to coordinate with Joe Thacker on behalf of the developer.

Ms. Wilson also recommended updating the disclosure of public financing documents to specify which roads will be maintained by the county and which will be maintained by the District. The Board agreed there was no need to wait until after the November property-tax vote because the county appeared intent on transferring local-road maintenance responsibility regardless of the election outcome.

B. Engineer

Mr. Strickland had nothing to report, next item followed.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financial statements through July and reported that the former GIR CDD trust, and bank accounts were being transferred to Waterlin.

The Board discussed the insurance provider's recommendation for 12 months of extended directors-and-officers coverage for former GIR East Board members after the District's dissolution. The estimated cost was approximately $2,300. Although the likelihood of a claim was considered low, the Board favored continued protection. Mr. Flint and Ms. Wilson agreed to determine whether Waterlin could purchase the coverage on behalf of the dissolved District.

ii. Ratification of Funding Request #5

Mr. Flint presented Funding Request No. 5, which had been submitted to the developer under the funding agreement, and moved to ratify it. He stated that $11,426 of Funding Request #5 would be reimbursed from bond proceeds once the bonds were issued because the amount represented bond-related capital expenses.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Funding Request #5, was ratified.

ELEVETH ORDER OF BUSINESS Other Business

Mr. Scheerer reported that staff met with SunScape Consulting on August 27th and conducted a site review of Frontage Park and Phases 2, 3, and 5. No improvements had yet been transferred to the District, although several bridges were complete and turnover was expected soon.

Another SunScape meeting was scheduled for the end of September. The Board also noted that the District still needed a landscape maintenance contract with an appropriately coordinated scope.

The Board discussed preparing for pond maintenance as stormwater permits transition from construction to operation. Pricing had been obtained, and a proposal, typically from Applied Aquatics, could be brought to the Board after the ERP transfer. Suitable pond-access points were still being evaluated because the maintenance contractor uses an airboat.

The anticipated stormwater transfer would be partial because some ponds still required littoral plantings. Mr. Strickland explained that a partial as-built certification and transfer-to-operation request had been submitted, but the stormwater system and lakes would also need to be conveyed to the District as the final operation and maintenance entity.

Ms. Wilson advised coordinating property conveyance with the permit transfer. The Phase 1–5 ponds were not expected to be reimbursable because they were built under the developers' joint development agreement, while possible ponds might qualify for reimbursement. For non-reimbursable facilities, the transfer would require title work, legal descriptions, deeds, and an engineer's certification that the improvements were within the capital improvement plan and ready for District operation and maintenance.

The District could accept maintenance responsibility before final completion, if necessary, but the simpler approach would be to convey the property with an agreement requiring the developer to complete the remaining littoral plantings. Mr. Strickland was asked to provide a list of areas ready, or partially ready, for turnover and the status of all remaining work so the maintenance documents could be prepared.

TWELFTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS Adjournment

Mr. Flint asked for a motion to continue the meeting.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Board continued to the meeting to September 16, 2026 at 2:00 p.m.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION A

MINUTES OF MEETING
GIR EAST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the GIR East Community Development District was held Wednesday, August 5, 2026 at 3:00 p.m. at 3850 Canoe Creek Road, Saint Cloud, Florida.

Present and constituting a quorum were:

Mike Liquori	Chairman
Chancy Summers	Assistant Secretary
David Hulme	Assistant Secretary
Rob Bonin *joined late by phone*	Assistant Secretary

Also present were:

George Flint	District Manager
Alyssa Wilson *by phone*	District Counsel
Strickland Smith *by phone*	District Engineer
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS **Roll Call**

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

SECOND ORDER OF BUSINESS **Public Comment Period**

Mr. Flint noted there were no members of the public present other than Board and staff.

THIRD ORDER OF BUSINESS **Approval of Minutes of the May 6, 2026 Board of Supervisors Meeting**

Mr. Flint presented the minutes from the May 6, 2026 Board of Supervisors meeting and asked for any comments or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Minutes of the May 6, 2026 Board of Supervisors Meeting, were approved, as presented.

FOURTH ORDER OF BUSINESS **Ratification of Series 2025 Requisitions #2 – #7**

Mr. Flint reviewed Series 2025 requisitions #2 through #7. He explained that the requisitions had already been executed by the Engineer and the District, then transmitted to the Trustee. He asked the Board to ratify them and opened the floor for any questions.

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Ratification of Series 2025 Requisitions #2 – #7, was approved.

FIFTH ORDER OF BUSINESS **Public Hearing**

**Mr. Bonin joined via Zoom.*

Mr. Flint asked for a motion to open the public hearing.

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Public Hearing was Opened.

A. Consideration of Resolution 2026-09 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations

Mr. Flint stated that the public hearings for the FY27 budget and related assessments were open and noted for the record that no members of the public were present to provide comments or testimony. For Resolution 2026-09, he explained that the resolution would adopt the FY27 budget, which had previously been approved in proposed form and set for public hearing. The budget was attached as Exhibit A, did not include any operating and maintenance assessments, and was largely procedural because the District was in the process of dissolution. He noted that the administrative budget contemplated developer funding if needed, but it likely would not come into play if the District dissolved that month. He noted the Series 2025 debt service budget and related principal and interest payments.

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Resolution 2026-09 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2026-10 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint stated that the public hearings remained open and introduced Resolution 2026-10, which imposed the assessments tied to the FY27 budget that had just been approved. He

explained that the resolution included two exhibits: the budget and the assessment roll. He also noted for the record that no members of the public were present to provide comments or testimony, then asked whether the Board had any comments or questions before requesting a motion to approve the resolution.

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Resolution 2026-10 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

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

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Public Hearing was Closed.

SIXTH ORDER OF BUSINESS **Consideration of Agreement with Grau & Associates to Provide Auditing Services with the Fiscal Year 2026**

Mr. Flint stated that Item 6 was the agreement with Grau & Associates to provide auditing services for the current fiscal year ending September 30. He noted that the Board had previously selected Grau as the District's independent auditor and asked whether there were any questions about the agreement.

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Agreement with Grau & Associates to Provide Auditing Services with the Fiscal Year 2026, was approved.

EVENTH ORDER OF BUSINESS **District Goals and Objectives**

A. Adoption of Fiscal Year 2027 Goals and Objectives

Mr. Flint stated that the legislature now requires CDDs to adopt goals and objectives. He explained that the same goals and objectives approved the prior year were being repeated for FY27, and that the matter was largely procedural at this point.

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Adoption of Fiscal Year 2027 Goals and Objectives, was approved.

B. Presentation of Fiscal Year 2026 Goals and Objectives and Authorization to Chairman to Execute Final Form

Mr. Flint explained that the Board was being asked to authorize the Chair to sign the final goals-and-objectives evaluation form after the fiscal year ends so it can be posted on the District's website. In response to Mr. Hulme's question, he clarified that management would complete the yes/no evaluations at the end of September, and then the Chair would sign the form without needing another Board meeting. He noted that the evaluations were expected to be marked "yes," but the boxes had not yet been checked because the evaluation period had not ended.

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Fiscal Year 2026 Goals and Objectives and Authorization to Chairman to Execute Final Form, was approved.

EIGHTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Wilson stated that Michelle had been working with Osceola County regarding the District's anticipated dissolution. She stated there had been significant back-and-forth, but the District appeared to be included on the draft August 17 agenda for the anticipated dissolution hearing. They planned to continue following up to confirm the item was included and intended to attend the hearing in case the Board of County Commissioners had any questions. She noted that staff had held numerous conversations with the County Attorney's Office and expressed hope that the GIR East CDD would be dissolved soon.

B. Engineer

There being no comments, the next item followed.

C. District Manager's Report

i. Approval of Check Registers

1. **April 30, 2026 – June 24, 2026**
2. **June 25, 2026 – July 30, 2026**

Mr. Flint stated that, under the District Manager's report, the Board had two check registers to review: one covering April 30 through June 24, and another covering June 25 through July 30. He asked whether the Board had any questions or comments about them.

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

ii. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials and noted there was no action required.

iii. Approval of Fiscal Year 2027 Meeting Schedule

Mr. Flint explained that the District was still required to approve an annual meeting notice even though it was expected to be a non-issue if the District dissolved. The proposed FY27 notice would apply only if the District was not dissolved by October 1. The schedule stated that the District would meet on an as-needed basis and would provide notice of any meetings in accordance with statutory requirements. He then asked for a motion to approve the notice.

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Fiscal Year 2027 Meeting Schedule, was approved.

NINTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS Supervisors Requests

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS Adjournment

> On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the meeting was adjourned.

SECTION IV

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road ▪ Suite 301
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 30, 2026

Board of Supervisors
Waterlin Stewardship District
219 East Livingston Street
Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide Waterlin Stewardship District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2026, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Waterlin Stewardship District as of and for the fiscal year ended September 30, 2026, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, 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. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements. We will also issue a management letter as required by Chapter 10.550, Rules of the Auditor General of the State of Florida. As part of our audit, we will apply financial condition assessment procedures pursuant to Section 218.39(5), Florida Statutes, and Rule 10.556(8), Rules of the Auditor General, and will report, as applicable, whether the District met any of the conditions described in Section 218.503(1), Florida Statutes.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards.*

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed $5,600 for the September 30, 2026 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued. The fees for the fiscal years 2027, 2028, 2029 and 2030 will not exceed $5,700, $5,800, $5,900 and $6,000, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Waterlin Stewardship District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Waterlin Stewardship District.

By: _____

Title: _____

Date: _____

Florida Institute of Certified Public Accountants

AICPA Peer Review Program

Administered in Florida
by the Florida Institute of CPAs

November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114 Review Number: 616829

SECTION V

SECTION A

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PROFESSIONAL SERVICES AGREEMENT
TIERRA, INC. FOR WATERLIN STEWARDSHIP DISTRICT
OSCEOLA COUNTY, FLORIDA

THIS AGREEMENT ("Agreement") is entered into as of the Effective Date by and between the Consultant and the District on the following terms and conditions:

PART ONE
MASTER AGREEMENT

1.1 Summary of Basic Terms and Definitions. The following is a summary of the fundamental terms, conditions and definitions contained in this Summary ("Summary"). The Summary provisions set forth below are qualified by the more detailed provisions contained elsewhere in this Agreement.

A. **District:** Waterlin Stewardship District
Address: 219 East Livingston Street
Orlando, Florida 32801
Telephone: (407) 841-5524
Designated Representative: George S. Flint

B. **Consultant:** Tierra, Inc.
Address: 591 Susan B. Britt Court
Winter Garden, Florida 34787
Telephone: (407) 877-1354
Designated Representative: Jeffrey Begovich

C. **Effective Date:** September 23, 2026

D. **Expiration Date:** Completion of Project

E. **Project:** Waterlin Boulevard 2A and Dayspring Avenue Phase 1, Osceola County, Florida

F. **Fees and Reimbursements:** See Notice to Proceed

See Exhibit A and the applicable Notice(s) to Proceed for Consultant's scope of services, billing rates, specified Fees, and additional payment terms and Reimbursements.

No payments will be made by District other than the specific Fees and Reimbursements set forth in this Agreement and an applicable Notice to Proceed unless an amendment authorizing additional Services and / or Fees and / or Reimbursements is first entered into by the parties. To the extent a Consultant proposal is attached as an exhibit hereto or a schedule to a Notice to Proceed, only the description of services, billing rates, Fees, schedule of performance, and other

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items initialed by District in the proposal shall be made a part of this Agreement. Any other terms and conditions contained in the Consultant's proposal are expressly excluded from this Agreement.

G. Exhibits: Exhibit A - Consultant's Scope of Services and Billing Rates
Exhibit B - List of Key Personnel
Exhibit C - Form of Notice to Proceed
Exhibit D - Vendor Insurance Requirements

H. Additional Defined Terms: Unless otherwise defined herein, all initial capitalized terms set forth in this Agreement shall have the same meanings as set forth in this Agreement when used elsewhere in this Agreement. In addition to the terms defined in this Agreement above, the following terms shall have the meaning set out below:

(a) **[reserved]**

(b) **"Claims"** shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices, and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract, in tort, in law or in equity, or pursuant to any violation of any and all applicable laws, rules, ordinances, regulation, by-laws, orders, decrees, permits, licenses and certificates of any federal, state, local, or other governmental agency or body having jurisdiction, and whether known or unknown, foreseeable or unforeseeable, now existing or hereafter arising.

(c) **[reserved]**

(d) **"Consultant Parties"** shall mean Consultant and Consultant's agents, employees, subcontractors, advisors, support consultants and other parties employed or engaged by Consultant or any of the foregoing or for whom Consultant is liable, and any other persons performing Services on behalf of Consultant under this Agreement.

(e) **"Key Personnel"** shall mean those individuals employed or under contract with Consultant and listed on Exhibit B.

(f) **"Legal Requirements"** shall have the meaning set forth in Section 2.18(o).

(g) **"Notice to Proceed"** shall mean any written notification by District to Consultant substantially in the form of Exhibit C pursuant to which the District authorizes Consultant to perform the services described in Consultant's written Proposal attached to such Notice to Proceed.

(h) **"Owner Parties"** shall have the meaning set forth in Section 2.12.

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(i) **"Proposal"** shall mean any written proposal submitted by Consultant to District for services or work by Consultant which is within the Scope of Services.

(j) **"Schedule of Performance"** shall have the meaning set forth in Section 2.3.

(k) **"Scope of Services"** shall mean the general description of the scope of services and work which Consultant will perform pursuant to this Agreement and the schedule of fees and / or billing rates applicable to such service and work, as described on Exhibit A.

(l) **"Services"** shall have the meaning set forth in Section 2.1.

1.2 Master Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree that this Agreement constitutes a master agreement for on-going services, as generally described in the Scope of Services, to be performed from time-to-time by Consultant at the direction of the District as provided in this Section 1.2. All services to be performed by or on behalf of Consultant shall be initiated upon, and only upon, the issuance of a Notice to Proceed. Upon the issuance of a Notice to Proceed, such Notice to Proceed shall be incorporated into this Agreement for all purposes as if originally incorporated herein. Consultant shall execute and deliver such other documents as are reasonably required by the District to further effectuate the foregoing terms and provisions of this Section 1.2.

PART TWO
TERMS AND CONDITIONS OF AGREEMENT

2.1 Consultant's Services. On the terms and conditions contained herein, District hereby retains Consultant, and Consultant hereby agrees to fully and faithfully perform services and produce work product reasonably necessary to complete, and / or which are customarily performed, in order to: (i) complete all work and services described in any Notice to Proceed, (ii) coordinate all of Consultant's work, services and activities with District's Designated Representative for the Project; and (iii) submit a written status and / or progress report of all activities conducted by Consultant, at least monthly, or more frequently as requested by District (collectively, "Services"). Consultant shall at all times provide sufficient personnel to perform its Services in accordance with the Schedule of Performance and all other requirements set forth in this Agreement, the Exhibits hereto, and any Notice to Proceed. If and to the extent that the Services involve work which will be constructed, performed or carried out by District's contractors or other third parties, District shall be the judge of performance of such work, in District's sole discretion.

2.2 Term. Unless earlier terminated by the express provisions hereof, the term of this Agreement ("Term") shall commence on the Effective Date and expire on the Expiration Date.

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2.3 Quality of Services. Consultant shall devote Consultant's commercially reasonable and professional efforts consistent with other professionals in Consultant's industry, and fully and faithfully perform the Services (i) in an efficient and diligent manner so that the Services provided by Consultant hereunder will be timely, and in any event performed in accordance with the schedule of performance incorporated within any Notice to Proceed (collectively, "Schedule of Performance"), (ii) in a scope and quality not less than that performed by other professionals engaged in the performance of similar services in connection with projects of similar size, scope and complexity, and (iii) in accordance with all Legal Requirements. District is relying upon Consultant's professional knowledge, experience and expertise (Consultant's possession of which Consultant has affirmatively represented to District) it has with respect to rendering the Services in entering into this Agreement. Consultant shall provide, at no charge (other than amounts payable as Fees or Reimbursements), progress copies of drawings, reports, specifications and other necessary information, and in a format, as required hereunder or as requested by District, to District and District's contractors and other consultants. Consultant shall ascertain the requirements for the Services, shall confirm such requirements to District and inform District of any additional information Consultant needs from District or District's contractors or other consultants sufficiently ahead of time to allow District to obtain such additional information and shall promptly notify District of any deficiencies in the information provided to Consultant by District or District's contractors or other consultants.

2.4 Personnel and Other Consultants.

(a) All Consultant Parties providing the Services hereunder on behalf of Consultant shall be qualified and competent professionals experienced in rendering the Services and conforming to the professional standards set forth in Section 2.3. If Consultant's Proposal(s) identifies other persons to provide all or a portion of the Services other than Consultant, Consultant shall provide the District with such person's or persons' qualifications and experience. The selection of such other person, firm or corporation and the scope of the Services to be performed thereby shall be subject to District's prior written approval, which shall not be unreasonably withheld, provided that nothing herein contained shall be deemed to create any contractual relationship between District and any consultant, subcontractor or other professional so employed by Consultant. Any other person, firm or corporation shall be employed at Consultant's own cost and expense. Consultant shall secure the written agreement of any such party that such party (a) shall assume and agree for the benefit of the Owner Parties to be bound by the same obligations as Consultant has assumed under this Agreement, and (b) that such party shall not be or act as an agent or employee of District or assume or create any commitment or obligation on behalf of District or bind District in any respect whatsoever. Consultant shall nevertheless be fully responsible to District for all actions of such parties and the indemnity set forth in Section 2.12 shall apply to Services rendered by other parties to or on behalf of Consultant.

(b) District has designated District's Designated Representative to act as District's agent and authorized representative in connection with this Agreement. Consultant has authorized the person identified as Consultant's Designated Representative to act on Consultant's

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behalf in connection with the performance of Consultant's Services under this Agreement. Such representatives shall render decisions pertaining thereto promptly in order to avoid unreasonable delay in the progress of the Services. Consultant shall not change Consultant's Designated Representative for the Project without District's prior written consent. Anything herein to the contrary notwithstanding, no instruction given by District's Designated Representative, whether oral or written, shall add to (except as expressly provided herein) or modify the terms and conditions of this Agreement unless the same shall be reduced to writing and executed in accordance with Section 2.18(e).

(c) Consultant recognizes that the assignment of the "Key Personnel" to the Project was a primary consideration in the selection of Consultant by District and that the removal of any of the Key Personnel would result in substantial damage to District, and Consultant hereby agrees that it shall not change or reassign the Key Personnel or any other key staff member without the prior written approval of District unless requested by District.

Consultant shall pay, and / or shall cause the other Consultant Parties to pay, all withholding, self-employment and other taxes required by any local, state or federal law with regard to the Consultant Parties and shall accept the exclusive liability for such taxes. Consultant shall pay, and / or shall cause the other Consultant Parties to pay, any required contribution under federal and state unemployment insurance laws with respect to the respective employees thereof, and shall accept the exclusive liability for said contributions.

2.5 Fees and Reimbursements. In consideration of the performance of the Services, and as the total compensation therefore, the District agrees to pay Consultant the Fees and Reimbursements. Notwithstanding anything to the contrary contained herein, no compensation shall be paid to or claimed by Consultant for Services required to correct deficiencies in any documents, reports, or studies prepared by any of the Consultant Parties and attributable to errors or omissions of any of the Consultant Parties. Should any inconsistencies, conflicts with documents prepared by others, incomplete documents, or inaccurate information in any of the Consultant Parties' documents cause District's other consultants to perform additional services for which District is charged, Consultant shall reimburse or pay District for the cost of such additional services. District shall have the right to withhold from payments due to Consultant such sums as are necessary to protect it against any loss or damage which may result from negligence or breach of this Agreement by Consultant, failure by Consultant to perform its obligations, or claims filed against Consultant or the Owner Parties relating to the Services.

2.5.1 Reimbursable Expenses. Reimbursable expenses for Reimbursements consist of actual expenditures made by Consultant Parties in the interest of the services for the incidental expenses as listed as follows: (i) expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy; and (ii) expense of reproduction, postage and handling of drawings and specifications.

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2.5.2 Contingent Fee. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

2.6 Invoices. Consultant shall bill the District for the Services based on detailed invoice(s) with appropriate supporting documentation. Consultant shall submit invoices directly to the District for the Fee and Reimbursements broken down separately as to each item. If District disputes or questions any part or all of an invoice (including the Consultant's estimated percentage of completion set forth therein), the District shall advise Consultant in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice and the District shall have the right to withhold any disputed or questioned amount(s) until such time as such disputes or questions are resolved; provided that District's failure to do so shall not constitute a waiver of District's right to question or dispute the same in the future. In the event of any dispute regarding the services performed to date or any invoice related thereto, the Consultant Parties shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Consultant in accordance with this Agreement.

2.7 Ownership of Materials. All materials produced or purchased at the District's expense by Consultant or its approved advisory and support consultants shall be the property of the District. When Consultant completes the Services and is paid in full for all approved and non-disputed Fees and Reimbursements, Consultant shall deliver the originals of all materials produced or purchased by Consultant to the District within thirty (30) days. The District shall be the owner of any and all work product (including, without limitation, all writings, drawings, specifications, pictures, photographs and recordings) created, produced, developed, prepared or submitted by Consultant to the District under this Agreement whether it be in printed or electronic form, and District may reproduce, modify and otherwise use the work product created for any and all purposes. The District shall also be the owner of all intellectual property rights in such work product, including all rights of copyright therein. Without any additional consideration, Consultant will execute and deliver any and all further documents that District reasonably determines may be desirable to perfect its ownership of any intellectual property rights, including any copyright rights, in any of the work product. It is the intention of Consultant and the District that the work product is a "work for hire" as that term is used in the federal Copyright Act. To the extent that any of the work product are not deemed "work for hire," Consultant hereby assigns, grants, conveys, and agrees to assign, grant and convey all of Consultant's worldwide right, title and interest in and to such work product and all rights of copyright therein. However, if the work product consists of plans and specifications for physical structures, Consultant shall not be responsible for any claim for property damage or personal injury arising from the District's use of the plans and specifications for any purpose other than the purpose for which originally produced.

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2.8 District's Intellectual Property. Consultant agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of the District, if any, that Consultant is permitted to use in connection with the Services are used with the consent of the District and shall remain the sole and exclusive properties of the District, and this Agreement does not confer upon Consultant any right or interest therein or in the use thereof.

2.9 Termination; Suspension.

(a) For convenience, the District may terminate this Agreement or any of the Services of consultant at any time with or without cause on thirty (30) days' prior written notice. Upon receipt of a notice of termination, Consultant shall cease providing the Services as directed by the District. Commitments for Services from advisors and support consultants shall be concluded as expeditiously and economically as possible, unless otherwise directed by the District. If the District selects an alternate provider of the Services, Consultant shall cooperate with the alternate provider so that the transfer of responsibility may occur as quickly as possible without disruption of the District's business. Consultant shall, in such case, be entitled to payment in full for the non-disputed Fees (based upon the percentage of completion of the Services at such time) and Reimbursements in connection with all Services it performs until termination of performance has occurred.

(b) This Agreement may be immediately terminated at the election of District upon twenty-four (24) hours written notice to Consultant, upon the occurrence of any of the following events (each, a "default"):

(i) Consultant's breach of any covenant or failure to perform any obligation under this Agreement;

(ii) The failure of Consultant to comply with any Legal Requirements applicable to Consultant in performing Consultant's Services hereunder;

(iii) The filing by or against Consultant of any bankruptcy, insolvency, arrangement or other debtor-relief proceeding, or the appointment of a receiver with respect to all or any part of Consultant's business, under any provision of the Federal Bankruptcy Act or any successor statute or any state statute providing for similar remedies which, in the case of a filing against Consultant, is not dismissed, or if said receiver is not removed, within thirty (30) days after the date of said filing or the appointment of such receiver.

Upon District's termination of this Agreement pursuant to this Section 2.9(b) District shall have the right to take all such measures it may deem appropriate to remedy such default including, without limitation, the hiring of a replacement consultant to complete the Services. Consultant shall, within three (3) days after District's request, certify to District in writing that Consultant has been paid all monies owed to Consultant under this Agreement and release District from its obligations under this Agreement. Consultant shall be paid for the portion of its

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Services satisfactorily performed prior to termination under this Section 2.9(b), together with permitted Reimbursements then due less any sums as may be reasonably withheld by District in its sole discretion to cover all costs, claims, or damages incurred by District or likely to be incurred by District as a result of Consultant's default hereunder, if applicable.

(c) If District has, as of the date of the termination of this Agreement under Sections 2.9(a) or 2.9(b), already paid Consultant an amount which exceeds the amount due to Consultant under this Section 2.9, Consultant shall refund to District all of such excess amount within seven (7) days after such termination date.

(d) In the event of termination under this Section 2.9, Consultant agrees to promptly return to District all papers, materials and other property of District held by Consultant in connection with performance of this Agreement.

(e) Consultant, at the direction of District, shall suspend, delay or interrupt performance of all or any portion of the Services. In such event, Consultant shall resume the suspended activities only upon written notice from District. Where appropriate and as reasonably determined by the District, a reasonable extension of the Schedule of Performance or additional Fees will be authorized in writing by the District. Upon receipt of a District's written notice to resume the Services, Consultant shall resume performance of the Services, as specified in such notice and subject to the terms of this Agreement. Consultant will use reasonable efforts to minimize costs associated with demobilization.

(f) This Agreement may not be terminated by Consultant except as a result of any material default by the District hereunder that is not cured within a reasonable period (but in any event not less than thirty (30) days after the District's receipt of written notice thereof).

2.10 Confidentiality. Subject to Chapter 119, Florida Statutes, and public records laws applicable to the District, Consultant shall not disclose any confidential and or exempt information to others without the District's prior written consent. Disclosure to Consultant's employees and other professional advisors who agree to be bound by the terms of this Section is permitted when required in connection with the Services. Upon the conclusion of the Services, Consultant shall return all confidential and/or exempt information to the District or shall certify in writing to the District that all such information has been destroyed. In addition, Consultant agrees that ideas or concepts under consideration by the District and disclosed to or developed by Consultant may be confidential, exempt, and/or proprietary to the District and may not be utilized by Consultant for any purpose other than in connection with the Services or disclosed to any third party unless authorized in writing by the District. Consultant shall not refer to or show the Services provided for District under this Agreement in any of Consultant's marketing or promotional materials absent District's prior written approval, which may be withheld in District's sole and absolute discretion.

2.11 Performance Reviews. During the Term, Consultant and the District shall meet as frequently as District deems necessary to review Consultant's performance of the Services.

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2.12 Indemnification by Consultant; Exculpatory Clause and Waiver. Consultant hereby agrees to defend, indemnify, protect and hold harmless the District and their respective supervisors, officers, representatives, agents, professional consultants and employees, and each of them and their respective successors and assigns (collectively, "Owner Parties") from and against any and all Claims occurring incident to or resulting in whole or in part from, the activities of any of the Consultant Parties in connection with this Agreement; provided however, that this indemnity shall not apply to the extent of District's gross negligence or willful misconduct, This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Consultant shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Consultant is carrying and maintaining. In any and all Claims against one or more of the Owner Parties by any employee of any of the Consultant Parties, the indemnification obligation under this Section 2.12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant Parties under workers' or workmen's compensation, acts, disability benefit acts or other employee benefit acts. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth herein or One Million Dollars ($1,000,000) and Consultant agrees such limitation bears a reasonable commercial relationship to the contract.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2024), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

2.13 Waiver. The failure of either party to require the strict performance of any provisions of this Agreement in any one or more instances, or to exercise its rights hereunder or at law or inequity, shall not be construed as and shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

2.14 Books and Records. Consultant agrees that it will maintain records and books of account reflecting all Fees and Reimbursements and other charges invoiced to the District, including supporting documentation, according to generally accepted accounting principles consistently applied, for a period of at least four (4) years after the Services are completed or terminated, and that the District shall have the right to inspect and audit such books, records and supporting documentation at Consultant's office, including any and all correspondence, contracts, books, accounts, and other materials prepared or held by Consultant that are directly related to its performance of the Services. If any overcharges are discovered, Consultant agrees to refund promptly the overcharge to the District, plus interest at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate allowed by law. In addition, if any overcharges in excess of five percent (5%) of the amount that was properly chargeable are discovered, then Consultant shall be responsible for and shall pay the costs incurred by District in causing any such audit to be undertaken.

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2.15 Supervision. Consultant shall supervise the performance of the Consultant Parties and, when requested to do so, those consultants and subcontractors retained by the District in connection with the Services.

2.16 Releases, Licenses and Permits. Consultant shall obtain all releases, licenses, permits or other authorizations required to use drawings, plans, photographs, copyrighted materials, art work, or any other property or rights belonging to third parties that are required for use in performing the Services. The District shall reasonably cooperate with Consultant in obtaining any such release, license, permit, or other authorization.

2.17 Insurance. Consultant shall maintain, with companies satisfactory to the District, and at their sole cost and expense, any and all insurance in accordance with Exhibit D and shall comply with all terms and conditions thereof. Consultant understands and agrees that Consultant is not covered and may make no claim under any of District's insurance policies.

2.18 Miscellaneous.

(a) **Notices**. All notices required to be given under this Agreement shall be given to the other party in writing and by personal delivery, facsimile (with telephonic confirmation of receipt), or certified mail with return receipt requested, to the address of each party given in this Agreement and with copies to such other parties as set forth below. Notice given by personal delivery or facsimile shall be effective when received and notices by certified mail shall be effective the third business day after such notice is deposited in the United States mail postage prepaid. Copies of any such notice shall be provided as follows:

IF NOTICE IS TO DISTRICT:	IF NOTICE IS TO CONSULTANT
Waterlin Stewardship District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager With a copy to: Kutak Rock LLP 107 West College Avenue Tallahassee, Florida, 32301 Attn: District Counsel	Tierra, Inc. 591 Susan B. Britt Court Winter Garden, Florida 34787 Attn: Jeffrey Begovich, Vice President

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days.

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Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

(b) **Independent Contractor**. Consultant is an independent contractor in the performance of its duties under this Agreement. The detailed methods, manner and means of conducting the Services shall be under the complete control and direction of Consultant. No partnership or joint venture between District and Consultant is intended or implied by this Agreement.

(c) **Safety**. Consultant shall comply with all safety and loss prevention rules and procedures established at each work site as well as all applicable safety and health laws and regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Consultant's employees. Consultant shall notify the District immediately, by telephone with prompt confirmation in writing, of injuries and fatalities that occur to any of the Consultant Parties in connection with this Agreement and shall provide the District with reports of any injuries and fatalities as the District shall deem necessary, including but not limited to copies of all reports and other documents filed or provided to Consultant's insurers and the agencies having jurisdiction in connection with injuries or fatalities. If the District determines that Consultant has breached or violated the terms of this Section 2.18(c), the District shall have the right to immediately suspend the Services or terminate this Agreement, as the District shall determine, in its sole discretion and at no cost to the Owner Parties, and the Services shall not recommence until and unless the District is satisfied that the safety provisions will not thereafter be breached or violated. Nothing contained in this Section shall be interpreted as (i) enlarging the District's legal duty to Consultant or any of the other Consultant Parties, or (ii) altering the status of Consultant as an independent contractor under this Agreement.

(d) **Assignment**. This Agreement may not be assigned by Consultant without the District's prior written consent, which may be withheld in the District's sole and absolute discretion.

(e) **Amendment**. This Agreement may be amended only by a written instrument which refers to this Agreement and is executed by each of the parties hereto.

(f) **Entire Agreement**. This Agreement, as supplemented by and including the applicable notice to proceed(s), constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between Consultant and the District.

(g) **Governing Law**. The laws of the city, county and state where the Project is located shall govern and control the construction, interpretation and enforcement of this Agreement,

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excluding any conflict of law rule which would refer any matter to the laws of any other jurisdiction. The parties consent to for purposes of exclusive venue for any litigation arising hereunder shall be in a court of appropriate jurisdiction, in and for Osceola County Florida.

(h) **Non-Discrimination in Employment**. To the extent applicable to the District and Consultant under the laws, during the Term of this Agreement, neither Consultant nor the other Consultant Parties shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, familial status, age (over 40) or sex. Consultant and the other Consultant Parties shall assure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Consultant and its affiliates, employees and agents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. During the Term of this Agreement, Consultant, its affiliates, employees and agents shall conduct their respective activities in accordance with Title VI of the Civil Rights Act of 1964 and the rules and regulations promulgated therein.

(i) **Counterparts**. This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. In addition, properly executed authorized signatures may be transmitted via electronic means or facsimile and upon receipt shall constitute an original signature.

(j) Successors. Subject to the provisions of Section 2.18(d) above, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties and any person claiming by, through or under any of the respective permitted successors or assigns.

(k) Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

(l) Severability. If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and the parties hereto shall continue to be bound thereby.

(m) Time of the Essence. Force Majeure. Time is of the essence of this Agreement. Consultant shall prosecute the Services hereunder with diligence and in such a manner as is necessary to complete the Services on or before the completion date or dates specified in the Exhibit(s), it being understood by Consultant this being of the utmost concern and matter to the District. Consultant shall be excused only from such delay in timely and satisfactory completion of its Services as is caused by acts of God, or by strikes, lockouts, acts of public utilities or public bodies beyond the reasonable control of Consultant, its consultants and subcontractors, or by any default by District hereunder; provided, however, that the foregoing shall not constitute a valid or compensable cause for delay or stoppage of Consultant's Services or for an extension of

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time to complete such Services unless (a) Consultant shall notify District in writing of the occurrence of any such excusable delay within five (5) days after the occurrence of the event that is the basis thereof, and failing such notice Consultant shall be deemed to have waived any right to an extension of time to complete its Services on account of such occurrence, and (b) the event that is the basis of the claim for any such delay shall continue for a period of not less than three (3) consecutive days. No act or default by Consultant, nor any controversy or dispute of any kind between the parties hereto or between Consultant and any other consultants, shall constitute a valid or compensable cause for delay or stoppage of Consultant's Services or for an extension of time to complete such Services, provided that (a) Consultant is given the necessary information to continue its performance, and (b) in case of any such controversy or dispute, all payments not in dispute are made to Consultant when due.

(n) Cumulative Remedies. All rights, privileges and remedies afforded the parties by this Agreement shall be cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or equity.

(o) Legal Requirements. In performing its obligations under this Agreement, Consultant and Consultant Parties shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement, if the terms of said order allow it, or any action of Consultant or any of its agents, servants, employees, or Consultant Parties or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

(p) Warranties, Representations and Agreements. Consultant warrants, represents and agrees as follows:

(i) If Consultant is a corporation, limited liability company or partnership, Consultant is validly existing and in good standing under the laws of the State of its formation. Furthermore, the person signing this Agreement for Consultant has the authority necessary to enter into this Agreement. Finally, Consultant has received authority necessary to perform its obligations hereunder.

(ii) Consultant has taken all necessary action required by its governing documents to enter into this Agreement.

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(iii) This Agreement has been duly and validly authorized, executed and delivered by Consultant and constitutes the legal, valid and binding obligation of Consultant, enforceable in accordance with its terms.

(iv) There is no pending or threatened suit, arbitration or proceeding, whether legal, administrative or otherwise, or any governmental investigation, against Consultant or to which Consultant is subject which could reasonably be expected to affect Consultant's performance of its obligations under this Agreement; nor is Consultant aware of any facts which it believes could reasonably form the basis for such suit, arbitration or investigation.

(v) Consultant has the experience, expertise and capability to perform the Services.

(q) No Third Party Benefits. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

(r) Construction Defects. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

2.19 Recovery of Costs and Fees. Waiver of Jury Trial. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings. Each party to this Agreement hereby waives its respective right to a trial by jury.

2.20 Public Records. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records

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disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801

2.21 E-Verify. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Consultant 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 Consultant has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

2.22 Compliance with Section 20.055, *Florida Statutes*. The Consultant agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes.*

2.23 STATEMENT REGARDING PUBLIC INTEGRITY LAWS IN PUBLIC CONTRACTING. Consultant acknowledges that, in addition to all Legal Requirements that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;

b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;

c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;

d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits;

e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited; and

f. Section 787.06, *Florida Statutes*, titled *Human Trafficking.*

Consultant acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including

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with the District ("**Prohibited Criteria**"). Consultant acknowledges, as certified in Consultant's certificate provided separate and incorporated herein by this reference, that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Consultant shall immediately notify the District.

2.24 Sovereign Immunity. The Consultant agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[signatures on next page]

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ACCEPTED AND AGREED TO:

DISTRICT: **Waterlin Stewardship District**

Signed by:
EAFC0916C8144F2...
By: Mike Liquori
Date: 9 / 23 /2026

ATTEST:

DocuSigned by:
B61B5DE431644AD...
By: George Flint
Date: 9 / 23 /2026

CONSULTANT: **Tierra, Inc.**

By: Jeffrey Begovich, P.E.
Date: 9 / 3 / 26

WITNESS:

By: Jaclyn Cyr
Date: 9 / 3 / 26

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EXHIBIT A

CONSULTANT'S SCOPE OF SERVICES AND BILLING RATES

Osceola County
Construction Engineering & Inspection Services (CEI)
to Support Developer Project
SCOPE OF SERVICES

The scope of services for this package includes but is not limited to:

- Erosion and sediment control compliance – to be performed weekly.
- Maintenance of traffic inspections – to be performed weekly and prior to implementation of new traffic patterns.
- Earthwork inspection and testing including excavation and embankment, madway subgrades and roadway base. – 2 to 3 times per week. Check density log records. Perform subgrade and base depth checks, line and grade inspections prior to placement of pavements.
- Concrete structures inspection and testing – including culverts, bridges, and concrete flatwork – daily or as need for concrete element pre-pour inspections and during concrete pour operations.
- Storm drainage inspection and testing – 2 to 3 times per week.
- Lighting installation – 2 to 3 times per week.
- Its installation – 2 to 3 times per week.
- Signal installation incl foundations and commercial inspections – daily during drill shaft installation and 2 to 3 times per week during other signal operations. Quality control audit of commercial facility during production of signal structures.
- Pavement inspection – 2 to 3 times per week during installation of concrete or asphalt pavement.
- _____ (Add items as Needed)

The Services will begin on or about _____ and will extend approximately _____ days after final completion of construction. The accumulated length of services for the Project is estimated to be ____ days. The Consultant shall undertake the services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. The Consultant shall provide direct communication lines with the Developer's Project Manager and the Jurisdiction's Construction Manager, to facilitate and expedite Project activities.

Consultant Services include the following.

1. **Coordination with Developer / Jurisdiction / Contractor**

1.1 **Pre-construction Conference**
Consultant shall attend a Pre-construction Conference attended by Contractor, Developer, the Jurisdiction's Construction Manager, the Engineer of Record, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

1.2 **Project Coordination and Administration**
Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

1.2.1 Coordination with Developer. Consultant shall coordinate with Developer all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to Developer. All consultant records are subject to monthly Developer review. Consultant shall provide a composite report at the end of the project. The Jurisdiction's

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Construction Manager shall be copied on all project correspondence sent to the Developer.

1.2.2 Meeting Attendance The CEI project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week with the contractor, and bi-weekly consultation sessions with the Developer's Representative. The Jurisdiction's Construction Manager shall be invited to all Developer's meetings.

1.2.3 Outstanding Issues – Consultant will prepare special reports, as requested by the Developer, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.

1.2.4 Requests for Interpretations – When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the Developer.

1.2.5 Documentation of Deficiencies – Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the Developer. Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the Developer, Consultant will photograph deficient or defective work of a significant nature, or completed work that will be buried or covered by subsequent work.

1.2.6 Prepare and Disseminate Reports – Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the Developer by the end of business the following day. All monthly reports will be delivered to the Developer within seven (7) days of the end of the month.

1.2.7 Overall Coordination Consultant will coordinate with Developer at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections, and document significant changes to the Project due to materials-related issues.

1.2.8 Responsiveness – Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the Developer shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as directed by the Developer to meet the demands of the Project as responsively as possible.

1.2.9 Construction Materials Investigations, Special Studies, & Projects Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects in coordination with Developer which shall not cause any undue delays.

1.2.10 Project Documentation – Consultant will document their testing and inspection for the Project to be delivered upon acceptance of the project. This will include final review of the project final testing package.

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2 Construction Materials Testing and Inspection

2.1 Project Personnel

Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by the Consultant, by an approved Sub-consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

2.2 Personnel Certifications

Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services.

2.3 Equipment

Consultant shall maintain sufficient equipment, laboratory, and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications.

2.4 Project Documents

Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:

2.4.1 Contract Documents for the Project, any and all Agreements, Contract Plans, FDOT Standard Plans, FDOT Standard Specifications, Special Provisions, FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts, and certifications.

2.4.2 FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition.

2.4.3 American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Transportation Materials and Methods of Sampling and Testing", current edition.

2.4.4 FDOT Structures Design guidelines, current edition.

2.4.5 Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All cost of compliance will be considered incidental to other items of labor furnished.

2.5 Sample Testing and Reporting Guide

Consultant shall develop guide to detail the frequency of sampling and testing which shall be formatted similar to the FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

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2.5.1 Testing of On-Site Construction Materials
Materials Testing Consultant and Laboratory shall coordinate testing required by direction of the Developer. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents.

2.5.2 Earthwork - The Consultant shall sample and test embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet wipe utilities, and with the construction of the roadways at the established frequencies. The Consultant shall review records of density tests necessary throughout the course of the work.

2.5.3 Roadbed Materials – The Consultant shall conduct visual inspection and of all sub-grade or stabilized sub-base, and base materials. The Consultant will perform depth check measurements, line and grade checks prior to placement of pavement.

2.5.4 Bituminous Materials The Consultant will review pre-pave materials submittal for conformance with the contract, attend all pre-pave meetings, and review project records for all pavement materials.

2.5.5 Concrete Inspection Services - The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with FDOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications.

The Consultant shall perform concrete plastic properties tests and compressive cylinders for all structural concrete elements at a rate of one per 50yd^3 or each day's production.

- The Consultant shall provide a CTQP/ACI Concrete Field Inspector responsible for quality control during all concrete placements.
- The concrete inspector shall review the concrete delivery ticket and determine that all of the information provided is correct prior to the discharge of concrete. The bridge inspector shall periodically review the tickets to ensure that the QC process is being performed effectively. Concrete that fails to meet the specifications upon delivery to the project shall be rejected.

Post Placement of Concrete

- The concrete inspector shall verify that the curing methods of the concrete are in the correct manner and for the duration called for in the plans and specifications.
  - After forms are removed, the concrete inspector shall inspect the product(s) for deficiencies including cracking, settlement, bug holes, spalls, et cetera. Thorough documentation of inspections of the product(s) will be performed periodically throughout the project including date, time, weather and the printed and signed name of the inspector in permanent field book.
  - The Consultant shall monitor the anticipated date of the strength specimen breaks from the concrete inspector's laboratory on an appropriate concrete tracking log. Results from the laboratory shall be delivered within 24 hours upon completion of the testing (weekends excluded).

3 Quality Control Plan:

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the Developer. The Quality Control Plan shall detail the procedures, evaluation

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criteria, and instruction to the organization to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing, and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

The Plan shall include, but not be limited to, the following areas:

3.1 Organization

- A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

3.2 Quality Control Reviews

- The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

3.3 Proposed Quality Assurance Records

- The types of records, which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

3.4 Control of Sub-consultants

- The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete. Sub-consultants are not required to be FDOT certified.

3.5 Quality Assurance Certification

- The responsible Engineer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

3.6 Quality Assurance Records

- The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Developer upon request during the term of the Agreement but at least monthly. All records shall be kept at the primary project office site. **The Consultant shall prepare and submit all documentation, including but not limited to, Reports, Inspection reports, Offsite Inspection reports, etc. and submit to the Developer.** All records are subject to audit review.

END PROJECT SCOPE OF SERVICE

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Project Name: CEI Waterlin Blvd. Phase 2A & Dayspring Ave Ph. 1 Vehicle Bridges
County: Osceola

PROPOSAL FOR CEI AND ACCEPTANCE TESTING SERVICES

Description	Weeks	Hours Per Week	Unit Rate	Total Hours	Unit	Total
Pre Construction Services						
Initial Project Coordination						
Project Admin	N/A	N/A	$ 195.00	8	Per Hour	$ 1,560.00
Sr. Engineer	N/A	N/A	$ 225.00	8	Per Hour	$ 1,800.00
Secretary/Clerical	N/A	N/A	$ 65.00	8	Per Hour	$ 520.00
				Subtotal Post Bid Services		**$ 3,880.00**
Construction Services						
Project Admin	37	10	$ 195.00	370	Per Hour	$ 72,150.00
Sr. Engineer	37	4	$ 225.00	148	Per Hour	$ 33,300.00
Sr. Engineering Tech	37	50	$ 87.25	1850	Per Hour	$ 161,412.50
CTQP Asphalt Roadway Inspector	2	40	$ 87.25	80	Per Hour	$ 6,980.00
Sr. Tech (Pile Driving)	2	50	$ 87.25	100	Per Hour	$ 8,725.00
Pile Driving Analyzer (PDA)	N/A	N/A	$ 1,900.00	10	Per Day	$ 19,000.00
Secretary/Clerical	37	6	$ 65.00	222	Per Hour	$ 14,430.00
Laboratory Testing	1	1	$ 5,800.00	1	Lump Sum	$ 5,800.00
				Subtotal Construction Services		**$ 321,797.50**
Post Construction/ Project Close Out						
Project Admin	4	10	$ 195.00	40	Per Hour	$ 7,800.00
Sr. Engineer	4	4	$ 225.00	16	Per Hour	$ 3,600.00
Secretary/Clerical	4	8	$ 65.00	32	Per Hour	$ 2,080.00
				Subtotal Post Construction Services		***$ 13,480.00***
					Total CEI Cost:	***$ 339,157.50***

Notes:
1. Based on a 5 month bridge construction schedule and 9 month total construction schedule
2. Laboratory testing for possible resolution testing.

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EXHIBIT B

LIST OF KEY PERSONNEL

Proposed Team Composition

Tierra is proposing a staff that have all worked on the previous successfully completed projects mentioned above in Osceola County and are familiar with the Osceola County Construction Engineering and Inspection Services (CEI) To Support Developer Project Scope of Services . The previous projects had unanticipated challenges that the project team successfully worked through to make each of them a successful project.

The Tierra staff listed below will commit as much time as needed to fulfill the requests of the RFQ. Tierra's proposed team contract manager has been working closely with Osceola County for more than 20 years with the commitment to complete each project safely, within budget and on time.

Jeffrey Begovich, P.E. - Contract Manager/Senior Engineer

591 Susan B. Britt Court
Winter Garden, Florida 34787
Phone 407-877-1354
jbegovich@tierraeng.com

Florida Professional Engineer, No. 51869
Certified General Contractor CGC No. 057089
Specialty Engineer – Asphalt
Specialty Engineer – Concrete
CTQP Final Estimates I and II
Nuclear Gauge Training and Safety Certification
OSHA 40 Hour Hazardous Waste, OSHA 8 Hour Supervisor
Advanced MOT


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
BEGOVICH, JEFFREY H. M.
19150 GROVES DRIVE
GROVELAND FL 34736
LICENSE NUMBER: PE51869
EXPIRATION DATE: FEBRUARY 28, 2027
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Mr. Begovich will be responsible for all aspects of the contract management including but not limited to proposal generation, personnel resources allocation, material testing, material quantity tracking, contractor coordination and utility coordination. As a registered professional engineer with over 33 years of experience and as a concrete, soils and asphalt specialty engineer, Mr. Begovich will be responsible for all materials testing and construction inspection activities ultimately resulting in the issuance of the Final Materials Certifications. Mr. Begovich will ensure contractor compliance with the project plans and specifications daily. Mr. Begovich will be responsible for project Final Acceptance and the submission of the Final Documents to the District. Additionally, Mr. Begovich is a certified general contractor and will be responsible for overseeing the constructability review of the project documents and review and acceptance of any material substitutions.

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Emily Begovich Bayer, P.E. - Project Manager/Administrator

591 Susan B. Britt Court
Winter Garden, Florida 34787
Phone 407-877-1354
ebegovich@tierraeng.com

Florida Professional Engineer, No. 101566
CTQP Earthwork Technician Levels 1 & 2
CTQP Concrete Technician Level 1
CTQP Asphalt Paving Technician Level 1
CTQP Asphalt Plant Technician Level 1
Advanced MOT
Aggregate Testing Technician
LBR Technician


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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
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BEGOVICH, EMILY BROOKE
19150 GROVES DRIVE
GROVELAND FL 34736
LICENSE NUMBER: PE101566
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Mrs. Bayer has more than 6 years of experience working on developer driven and CDD CEI projects in Osceola County. Mrs. Bayer is the current project manager for the Fanny Bass, Waterlin Boulevard, Canoe Creek Widening and Steven's Plantation projects in Osceola County. Each of these projects are governed by Osceola County's Construction Engineering & Inspection (CEI) to Support Developer Project Scope of Services. Her duties will include project management, project administration, resource allocation, sign and sealing of laboratory test reports, invoicing and project close out.

Robert Rudd, P.E. - Project Engineer/Administrator

591 Susan B. Britt Court
Winter Garden, Florida 34787
Phone 407-877-1354
rrudd@tierraeng.com

Florida Professional Engineer, No. 51496
Certified General Contractor CGC No. 1511843
Advanced MOT


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RUDD, ROBERT P.
239 MAISON COURT
ALTAMONTE SPRINGS FL 32714
LICENSE NUMBER: PE51496
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Mr. Rudd has over 39 years of experience in CEI and contract administrative fields. He will be responsible for administrative support to the project in accordance with the District's requests and scope of services within the RFQ, and FDOT CPAM. His duties will include chairing preconstruction conferences, submittal review and approval, maintenance of traffic plan approval, monthly estimates and pay applications review, monthly compliance, erosion control and water pollution prevention enforcement and ultimate Final Acceptance of the project and project documentation. Mr. Rudd will be in charge of enforcement of the contract documents. Mr. Rudd is also a certified general contractor and will assist Mr. Begovich in the constructability review.

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Mr. Osvaldo Vargas, P.E.
Senior Geotechnical Engineer / PDA Services
591 Susan B. Britt Court
Winter Garden, Florida 34787
Phone 407-877-1354
ovargas@tierraeng.com

Florida Professional Engineer, No. 71413


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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
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VARGAS, OSVALDO J.
12017 CITRUSWOOD DRIVE
ORLANDO FL 32832
LICENSE NUMBER: PE71413
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Osvaldo is considered an industry leader in deep foundation testing and inspection including drilled shafts and driven piles. He is considered an expert in the field of Pile Driving Analyzer (PDA). He has 20 years of experience providing PDA services, including CAPWAP, WEAP and PDA data reduction and will be responsible for bridge PDA testing. He will also be responsible for the approved and final package submittal for the pile foundations.

Michael Garten - Lead Inspector
591 Susan B. Britt Court
Winter Garden, Florida 34787
Phone 407-877-1354
mgarten@tierraeng.com

CTQP Drilled Shaft Inspector
CTQP Earthwork Technician Levels 1 & 2
CTQP Concrete Technician Levels 1 & 2
CTQP Asphalt Paving Technician Levels 1 & 2
QC Manager
MOT

Mr. Garten has over 27 years of experience. He is one of Tierra's many multidiscipline inspectors. Mr. Garten maintains CTQP Level II certifications in earthwork, concrete and asphalt. He has extensive experience as a senior inspector on multiple types of projects for local agencies. Mr. Garten will be the lead inspector for the project.

Chris Anderson – Senior Inspector/Assistant Project Administration
591 Susan B. Britt Court
Winter Garden, Florida 34787
Phone 407-877-1354
canderson@tierraeng.com

CTQP Drilled Shaft Inspector
CTQP Earthwork Technician Levels 1 & 2
CTQP Concrete Technician Level 1
CTQP Asphalt Paving Technician Levels 1 & 2
Final Estimates Levels 1 & 2
QC Manager
Advanced MOT
MSE Wall Inspector
DEP Stormwater / Erosion Control

Mr. Anderson has more than 11 years of experience in the testing and inspection field. He has worked on numerous CEI continuing contracts and understands the requirements and expectations of local agencies. He has currently been elevated to a Project Administrator (PA), however for this project he will provide PA support if needed and support senior inspector duties if needed.

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Jose Mogollon - Senior Inspector/Asphalt Roadway Inspector
591 Susan B. Britt Court
Winter Garden, Florida 34787
Phone 407-877-1354
jmogollon@tierraeng.com

CTQP Earthwork Technician Levels 1 & 2
CTQP Concrete Technician Level 1
CTQP Asphalt Paving Technician Levels 1 & 2
CTQP Asphalt Plant Technician Level 1

Mr. Mogollon has more than 11 years of experience providing construction materials testing and inspection services on a variety of projects. For the past 5 years he has been one of Tierra's leading asphalt roadway inspectors. His duties will include the roadway asphalt inspection for the project.

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EXHIBIT C: FORM OF NOTICE TO PROCEED

NOTICE TO PROCEED NO. ____
DATE: ____/____/____

From: Waterlin Stewardship District ("District")
219 East Livingston Street
Orlando, Florida 32801

To: Tierra, Inc. ("Consultant")
591 Susan B. Britt Court
Winter Garden, Florida 34787

Re: Waterlin Boulevard 2A and Dayspring Avenue Phase 1, Osceola County, Florida ("Project")

Professional Services Agreement, Tierra, Inc. for Waterlin Stewardship District, Osceola County, Florida, having an Effective Date of September 23, 2026 ("Services Agreement")

This Notice to Proceed concerns the above-referenced Project and requires that the Consultant commence and complete all services described below according to the timetables indicated.

See Attached Exhibit A - _____ CEI Services

Pre Construction Services - $_____
Construction Services - $_____
Post Construction/Project Close Out - $_____

TOTAL = $_____

This Notice to Proceed is hereby incorporated into the Services Agreement for all purposes. If the Consultant objects to this Notice to Proceed, the Consultant shall immediately notify the District in writing and any dispute shall be resolved pursuant to the dispute resolution procedures contained in the Services Agreement. If the Consultant agrees with the terms contained in this Notice to Proceed, it shall immediately sign and return this Notice to Proceed to the District.

Sincerely,

Waterlin Stewardship District

By: _____
Its: _____

READ AND AGREED:
Tierra, Inc.

By: _____
Its: _____

Docusign Envelope ID: 0BF085B2-9B01-8ACE-8267-45620E345EA9

EXHIBIT D

CONSULTANT INSURANCE REQUIREMENTS

Consultant shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	$1,000,000/$2,000,000
Property Damage (including Contractual)	$1,000,000/$2,000,000
Automobile Liability	Combined Single Limit $1,000,000
Bodily Injury / Property Damage	$1,000,000
Professional Liability for Errors and Omissions	$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Consultant shall, without interruption, and at the District's option, maintain the insurance for at least five (5) years after the termination of this Agreement.

The District, its officers, supervisors, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Consultant shall furnish the District with the Certificate of Insurance and any applicable endorsements evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any reduction in limits 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 per the terms of the appliable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Consultant 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, Consultant 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.

SECTION B

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

[WATERLIN BLVD. PHASE 2A & SLT CCN1 - DAYSPRING AVENUE PHASE 1 IMPROVEMENTS PROJECT]

This Agreement is by and between WATERLIN STEWARDSHIP DISTRICT ("Owner") and JR. DAVIS CONSTRUCTION COMPANY, INC. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Waterlin Blvd. Phase 2A & SLT CCN1 - Dayspring Avenue Phase 1 Improvements Project

ARTICLE 3—ENGINEER

3.01 The Owner has retained Heidt Design, LLC, located at 5904-A Hampton Oaks Parkway, Tampa, Florida 33610 ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed.

~~4.02 *Contract Times: Dates*~~

~~A. The Work will be substantially complete on or before **[date]**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[date]**.~~

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4.03 *Contract Times: Days*

A. The Work will be substantially complete within Two Hundred Twenty Days (220) days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within Two Hundred Fifty Days (250) days after the date when the Contract Times commence to run.

~~4.04 *Milestones*~~

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1 **[event & date/days]**~~

~~2. Milestone 2 **[event & date/days]**~~

~~3. Milestone 3 **[event & date/days]**~~

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed ~~and Milestones not achieved~~ within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

~~3. *Milestones:* Contractor shall pay Owner $**[number]** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

4. Liquidated damages for failing to timely attain ~~Milestones,~~ Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~

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C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $**[number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to $**[number]**.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a not to exceed lump sum of Eleven Million Two Hundred Twenty-Three Thousand Six Hundred Twenty-four Dollars and Thirty-Nine Cents ($11,223,624.39).

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
				$	$
				$	$
				$	$
				$	$

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Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				$	$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**[number]**.

D. For all Work, including additions or changes to the Work, payment shall be made in accordance with at the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall only be used in connection with pricing for change orders.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. on or about the **[ordinal number, such as 5th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until substantial completion of the Work. Within twenty (20) business days after the development of the punch list items and estimated cost to complete each punch list item, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred-fifty percent (150%) of the estimated cost to complete the punch list items. Upon final completion and acceptance of the Work by the Owner, including satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, Owner shall pay the remaining outstanding balance, including the withheld amount pursuant to the sentence immediately preceding this, subject to any offsets to which the Owner is entitled.

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1. ~~Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.~~

   a. ~~**[number]** percent of the value of the Work completed (with the balance being retainage).~~

      1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

   b. ~~**[number]** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

B. ~~Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **[number]** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **[number]** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and subject to final acceptance by Osceola County and/or the local utility provider, as applicable, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes. ~~All amounts not paid when due will bear interest at the rate of **[number]** percent per annum.~~

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

   1. This Agreement as modified herein.

   2. Bonds:

      a. Performance bond (together with power of attorney).

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b. Payment bond (together with power of attorney).

c. Bid bond (together with power of attorney)

3. General Conditions as modified therein.

4. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.

5. Project Manual, including but not limited to any addenda thereto and Specifications as listed in the table of contents of the Project Manual (copy of list attached).

~~6. Drawings (not attached but incorporated by reference) consisting of **[number]** sheets with each sheet bearing the following general title: **[title on Drawings]**.~~

7. Drawings listed on the attached sheet index.

8. ~~Contract~~ Addenda (numbers ~~**[number]** to **[number]**, inclusive).~~

9. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (Exhibit A)

b. Geotech Reports

c.. Technical Specifications

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.

13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract.

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14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Public Records*

A. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall:

1) keep and maintain public records required by the District to perform the service;

2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801: (407) 841-5524, OR EMAIL: GFLINT@GMSCFL.COM TELEPHONE.

9.05 *Assignment of Warranties*

A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or

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subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.

9.06 Construction Defects

A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.07 *Restriction on Removal of Fill Dirt from Work Site*

A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.08 *Statement Regarding Chapter 287 Requirements.* Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

A. Section 287.133, *Florida Statutes*, titled Public entity crime; denial or revocation of the right to transact business with public entities;

B. Section 287.134, *Florida Statutes*, titled Discrimination; denial or revocation of the right to transact business with public entities;

C. Section 287.135, *Florida Statutes*, titled Prohibition against contracting with scrutinized companies;

D. Section 287.137, *Florida Statutes*, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and

E. Section 287.138, *Florida Statutes*, titled Contracting with entities of foreign countries of concern prohibited.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the Owner ("Prohibited Criteria").

Contractor acknowledges that the Owner may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor acknowledges that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the Owner. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

9.09 *Anti-Human Trafficking Statement*

The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*

9.10 *Counterparts; Electronic Signatures*

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this

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Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

9.11 *E-Verify*.

The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, 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.

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 and stating that the subcontractor has registered with and uses the E-Verify system and 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 Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

9.12 *Direct Purchase of Materials.* If the Owner elects to exercise its right to direct purchase any construction materials, the following terms and conditions shall apply and all capitalized terms not otherwise defined in the Contract Documents shall have the meaning ascribed to same in the District's policy regarding direct purchase, a copy of which has been provided to the Contractor to which the Contractor acknowledges same.

A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.

B. Prior to purchasing any materials, but no less than 15 days prior to Contractor ordering construction materials, Owner shall determine which materials will be treated as Direct Purchase Materials. Upon receipt of list of Direct Purchase Materials, Contractor shall, simultaneously upon receipt of such list but no less than 10 days prior to ordering such Direct Purchase Materials, complete a purchase requisition request form in connection with each direct purchase in a form satisfactory to Owner. Contractor shall help coordinate Owner processing each Purchase Order with applicable vendor.

C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders will include Owner's consumer certificate of exemption number and shall

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require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials and furnish a copy of same to the Contractor. Each Certificate of Entitlement will be in a format specified by Rule 12A-1.094(4)(c), Florida Administrative Code, and will 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 the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the Owner; (3) payment of the vendor's invoice will be made directly by the Owner to the vendor from public funds; (4) the Owner will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the Owner assumes the risk of damage or loss at the time of delivery by the vendor.

E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.

F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.

H. Owner shall, at its option or as may be required pursuant to its direct purchase policy and applicable laws and regulations, maintain builder's risk insurance on the Direct Purchase Materials.

9.13 Compliance with Section 20.055, Florida Statutes. Contractor agrees to comply with Section 20.055, F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055, F.S.

9.14 General Coordination; Progress Meetings. The Contractor shall schedule and conduct meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of Work at a time and location mutually agreed to between the parties. Such meetings may be held telephonically or through virtual means.

[Signatures on following page]

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 9/23/2026 (which is the Effective Date of the Contract).

Owner: **WATERLIN STEWARDSHIP DISTRICT**	Contractor: **JR. DAVIS CONSTRUCTION COMPANY, INC.**
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: [signature] *(individual's signature)*
Date: _____ *(date signed)*	Date: 9/23/26 *(date signed)*
Name: Mike Liquori *(typed or printed)*	Name: JAMES B. DAVIS, JR *(typed or printed)*
Title: Chairperson, Board of Supervisors *(typed or printed)*	Title: CEO *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: [signature] *(individual's signature)*
Title: _____ *(typed or printed)*	Title: SECRETARY *(typed or printed)*
Address for giving notices:	Address for giving notices:
George Flint, GMS-CFL, LLC 219 E. Livingston Street Orlando, FL 32801	Kristy Kelley, Secretary 210 Hangar Road Kissimmee, L 34741
Designated Representative:	Designated Representative:
Name: Jason Good	Name: RYAN PAKES *(typed or printed)*
Title: Construction Manager/Development Administrator *(typed or printed)*	Title: PROJECT MANAGER *(typed or printed)*
Address:	Address:
3850 Canoe Creek Road St. Cloud, FL 34772	3678 OLD CANOE CREEK RD ST. CLOUD FL 34769
Phone: (321) 805-4830	Phone: 407-709-6381
Email: jason@gentryland.com	Email: Ryan.Pakes@jrdavis.com
(If Contractor is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	License No.: CUCO 516165 *(where applicable)*
	State: FLORIDA

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STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

[WATERLIN BLVD. PHASE 2A & SLT CCN1 - DAYSPRING AVENUE PHASE 1 IMPROVEMENTS PROJECT]

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or

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Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

    a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

    b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

    c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

    d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

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29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner may also be referred to as the "District."

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative* —The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site

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quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, "final completion" shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

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c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

51. Construction Manager – any individual, entity or firm retained or designated by the Owner to assist the Engineer with the administration of managing, overseeing and processing construction related activities (if any).

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds). Contractor must provide a certified copy of the recorded bonds before commencing the Work or before recommencing the Work after a default or abandonment.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the

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extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. ~~*Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. *Preliminary Schedules*: Within ~~10~~ 3 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

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2.05 Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, Construction Manager, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, Construction Manager, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

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D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer or Construction Manager and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer or Construction Manager to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

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2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run ~~on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given,~~ on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed. ~~In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:

1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the area, including heavy rain shall not be deemed as causing any delays for the Project.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys,

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and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or

2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited and conditioned as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

4. The District, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

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Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the

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Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18)~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~, from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications; and

3. Technical Data contained in such reports and drawings, if any.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

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Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *No Reliance by Contractor on Technical Data*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b~~. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.

D. *Limitations of Other Data and Documents*: ~~Except for such reliance on Technical Data,~~ Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5. Notwithstanding Contractor's ability to limitedly rely on the general accuracy of the "technical data", Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils that may make it more difficult to install the repairs or otherwise conduct the Work. Subject to Section 5.04, no other additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the District Engineer.

6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

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5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: Owner and Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility

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companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act," latest revision.;

3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a

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preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. ~~*Reports and Drawings*: The Supplementary Conditions identify:~~

~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;~~

~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and~~

~~3. Technical Data contained in such reports and drawings.~~

~~B. *No Reliance by Contractor on Technical Data Authorized*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Instead, while the~~

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~~Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.~~ ~~Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

1. ~~the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~

2. ~~other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~

3. ~~any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

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and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year (for the payment bond) and two years (for the performance bond) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "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."

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida's Public Records Law, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

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H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

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B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a

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replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

~~C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. ~~Owner and~~ Contractor ~~waive~~ waives all rights against ~~each other and the respective~~ Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, ~~waive~~ waives all such rights against Engineer and/or Construction Manager, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. ~~Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of~~

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~~the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~

1. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

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ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site ~~will~~ may be performed during regular working hours, Monday through ~~Friday. Contractor will not perform Work on a Saturday,~~ Sunday~~, or any legal~~ including any holidays as Contractor may choose to do so. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

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7.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

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2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

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b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

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7.07 Concerning Subcontractors and Suppliers

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

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K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

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7.09 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~ Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation water and electrical meters (if applicable), installation fees, electrical inspection fees, and temporary services and utilities. Contractor shall additionally provide all signage required by applicable permits and governmental authorities.

B. Owner and Contractor acknowledge and agree that Owner intends to turn over all or a portion of the Work upon completion to [_____] County, Florida, for ownership and maintenance. To the extent that Owner intends to turn over any portion of the Work to another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, improvement bonds, and close-out documents required by the governmental entity even if such requirements are beyond what is required herein) to ensure that the recipient governmental entity accepts the Work.

7.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor or those for whom Contractor is responsible perform~~s~~ any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising, in whole or in part, out of or relating to such Work or other action. ~~It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.~~

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar

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taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

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F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

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2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be

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compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is

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not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;
2. Recommendation by Engineer or payment by Owner of any progress or final payment;
3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Shop Drawing or Sample submittal;
6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;
7. The end of the correction period established in Paragraph 15.08;
8. Any inspection, test, or approval by others; or
9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

F. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.

G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

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To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, Engineer, [Landowner] and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses, fees, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

With respect to any indemnification, defense, and hold harmless provision in this Contract, nothing in this Contract shall be construed to require Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be $10,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications,

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certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

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D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the

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Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising, in whole or in part, out of Contractor's actions, inactions, ~~or~~ negligence, recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

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9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

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9.12 Safety Programs

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer and the Construction Manager, if any, will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

A. Engineer has the authority to reject Work in accordance with Article 14.

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B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

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10.08 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; such requests for Change Orders may be submitted by Construction Manager in consultation with the Contractor; however, all Change Orders must be reviewed and approved by the Engineer prior to final sign off by the Owner and implementation of the same; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~ If Contractor provides a price quotation for a proposed Change Order that was requested or issued by Owner, and the price quotation conforms to all statutory and

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contractual requirements for the Project, Owner shall provide written notice to Contractor, within thirty-five (35) days of receipt of the price quotation, either approving or denying same. If Owner denies the price quotation, the notice must specify any deficiencies and list action steps required to remedy the deficiencies. If Owner fails to provide the approval or denial notice within such timeframe, the price quote and the related Change Order are deemed to be approved by Owner, and Owner shall be obligated to pay Contractor the amount stated in the price quotation upon the completion of portion of the Work addressed by the Change Order.

11.03 Work Change Directives

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease

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construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. ~~Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs

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incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

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b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

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ARTICLE 12—CLAIMS

12.01 Claims

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver such claim, in writing, ~~it~~ directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

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F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used ~~for two distinct purposes~~:

1. ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or~~

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in

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connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        5) 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        6) 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

        7) 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions<u>, or if none is specified, in a rate book mutually acceptable to both parties</u>. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

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8) 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

~~h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

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5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. ~~When the Work as a whole is performed on the basis of cost-plus-a-fee, then:~~

~~a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~

~~b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~

~~9) 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~

~~10) 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. <u>All such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law.</u> ~~Contractor shall preserve all such documents for a period of three years after the final payment by Owner.~~ Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

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2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

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E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against

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payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer and/or Construction Manager has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Engineer shall review each such additional inspection or testing of the Work.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored

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elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~ Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

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e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor~~. Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.70 et seq., Florida Statutes. Contractor shall make payments due to subcontractors and suppliers 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.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment, including an estimated cost to complete each item on such punch list.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment, including an estimated cost to complete each item on such punch list. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this Contract 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.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when

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Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

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3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to

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Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents. ~~By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.~~

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within ~~one year~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of

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invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with ~~a~~ any material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

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2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. ~~In such case, Contractor shall be paid for (without duplication of any items):~~

~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~

~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in~~

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~~connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~

~~3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.

C. Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;

2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to District of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to District those orders and Subcontracts and revoke agreements specified in such notice;

4. Reasonably assist District, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by District under the Contract, as may be necessary;

5. Complete performance of any Work which is not terminated; and

6. Deliver to District an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the ~~contract~~Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then the exclusive venue for any such legal action shall be in a court of appropriate jurisdiction in [_____] County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed ~~to~~ based on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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18.11 Sovereign Immunity

A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this 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.

18.12 No Third-Party Beneficiaries

A. Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective partners, representatives, successors, and assigns.

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SUPPLEMENTARY CONDITIONS

[WATERLIN STEWARDSHIP DISTRICT | WATERLIN BLVD. PHASE 2A & SLT CCN1 - DAYSPRING AVENUE PHASE 1 IMPROVEMENTS PROJECT]

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract,* EJCDC Document No. C-700, 2018 Edition (the "**General Conditions**"), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports.* Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

Geotech Report 1 dated 8.26.2022
Geotech Report 2 dated 10.10.2022 revised 3.7.2023
Geotech Report 3 dated 3.23.2023
Geotech Report 4 dated 6.28.2023
Geotech Report 5 dated 8.8.2024

2. *Drawings.* Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

Other than as may be included in the above-listed Geotech Reports under SC-5.03, paragraph 1., no drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

3. *Technical Data.* Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

Other than as may be included in the above-listed Geotech Reports under SC-5.03, paragraph 1., n reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports.* Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

2. *Drawings.* Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

3. *Technical Data.* Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds as required in the General Conditions. Pursuant to Paragraph 6.01.B. of the General Conditions, the following additional bonds are required:

N/A

SC-6.03 CONTRACTOR'S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor's required insurance shall be as follows.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Each Employee	$1,000,000
Policy Limit	$1,000,000

b. Commercial General Liability

General Aggregate	$3,000,000
Products - Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$3,000,000
Bodily Injury and Property Damage*—Each Occurrence	$3,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

*c. Automobile Liability**

Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

*d. Excess or Umbrella Liability**

Per Occurrence	$3,000,000
General Aggregate	$3,000,000

*e. Contractor's Pollution Liability**

Each Occurrence/Claim	$1,000,000
General Aggregate	$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. Builder's Risk

i. *Amount* – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)

ii. *Form* – must be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

iii. *Scope* – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance;

allow for the waiver of the insurer's subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

a. Products and completed operations coverage maintained for three (3) years after final payment;

b. Blanket contractual liability coverage to the extent permitted by law;

c. Broad form property damage coverage; and

d. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

5. The Contractor's commercial general liability and automobile liability, umbrella or excess, pollution liability and builder's risk policies will include and list Owner, Engineer, **WS-GIR, LLC**, and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

6. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

8. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

9. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

10. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation 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 Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjected to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

N/A

2. An itemization of the specific matters to be covered by such authority and responsibility:

N/A

3. The extent of such authority and responsibilities:

N/A

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N /A

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

N /A

Bond Number Assigned by Surety:
[Bond Number]

PERFORMANCE BOND

Contractor	**Surety**
Name: **Jr. Davis Construction Company, Inc.** Address *(principal place of business)*: **210 Hangar Road** **Kissimmee, FL 34741** Telephone Number: **(407) 870-0066**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** Telephone Number: **[Telephone Number]**
Owner	**Contract**
Name: **Waterlin Stewardship District** Mailing address *(principal place of business)*: **c/o George Flint, GMS-CFL, LLC** **219 E. Livingston Street** **Orlando, FL 32801** Telephone Number: **(407) 841-5524**	Description *(name and location)*: **Waterlin Blvd. Phase 2A & SLT CCN1 - Dayspring Avenue Phase 1 Improvements Project** **Osceola County, Florida** Contract Price: **$9,059,845.87** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **$9,059,845.87**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☒ See Paragraph 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	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

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.

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Bond Number Assigned by Surety:
[Bond Number]

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:

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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

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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.**

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Bond Number Assigned by Surety:
[Bond Number]

PAYMENT BOND

Contractor	**Surety**
Name: **Jr. Davis Construction Company, Inc.** Address *(principal place of business)*: **210 Hangar Road** **Kissimmee, FL 34741** Telephone Number: **(407) 870-0066**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** Telephone Number: **[Telephone Number]**
Owner	**Contract**
Name: **Waterlin Stewardship District** Mailing address *(principal place of business)*: **c/o George Flint, GMS-CFL, LLC** **219 E. Livingston Street** **Orlando, FL 32801** Telephone Number: **(407) 841-5524**	Description *(name and location)*: **Waterlin Blvd. Phase 2A & SLT CCN1 - Dayspring Avenue Phase 1 Improvements Project** **Osceola County, Florida** Contract Price: **$9,059,845.87** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **$9,059,845.87**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☒ See Paragraph 18

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	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

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:
[Bond Number]

1. 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.
2. 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.
3. 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.
4. 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.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        15..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

        15..2.have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. 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).

6. 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.
7. 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:

    7.1. 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

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. 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 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.

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8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        116..1. The name of the Claimant;

        116..2. The name of the person for whom the labor was done, or materials or equipment furnished;

        116..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;

        116..4. A brief description of the labor, materials, or equipment furnished;

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116..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;

116..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

116..7. The total amount of previous payments received by the Claimant; and

116..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *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.

16.3. *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.

16.4. *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.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. 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.

18. 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.**

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SECTION III

SUMMARY OF COSTS AND SCHEDULE

SECTION IV

REPORT OF GEOTECHNICAL EXPLORATION

CHANGE ORDER NO. 1

Date of Issuance: 9/23/2026 Effective Date: 9/23/2026

Project: **Waterlin Blvd. Phase 2A & SLT CCN1 - Dayspring Avenue Phase 1 Improvements Project**	District: **Waterlin Stewardship District**	District's Contract No.: n/a
Contract: **Agreement between Owner and Contractor for Construction Contract (Stipulated Price) [Waterlin Blvd. Phase 2A & SLT CCN1 - Dayspring Avenue Phase 1 Improvements Project]**		Date of Contract: 9/23, **2026**
Contractor: JR. DAVIS CONSTRUCTION COMPANY, INC.		Architect's/Engineer's Project No.: n/a

The foregoing agreement is modified as follows upon execution of this Change Order:

Description:

Attachments: see attached Proposal

CHANGE IN CONTRACT PRICE:

Original Contract Price/Authorizing Addendum:

$11,223,624.39

Increase/Decrease from prior Change Orders:

$0

Contract Price prior to this Change Order:

$11,223,624.39

Increase/**Decrease** of this Change Order:

($2,163,778.52)

Contract Price incorporating this Change Order:

$9,059,845.87

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days / Calendar days

Substantial completion (days or date): **220**

Ready for final payment (days or date): **250**

Increase/Decrease from previously approved Change Orders No. n/a to No. n/a:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date): **220**

Ready for final payment (days or date): **250**

Increase/Decrease of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): **220**

Ready for final payment (days or date): **250**

RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
HEIDT DESIGN, LLC	**WATERLIN STEWARDSHIP DISTRICT**	**JR. DAVIS CONSTRUCTION COMPANY, INC.**
DISTRICT ENGINEER		
By: _____	By: _____	By: _____
Name: Strickland Smith, P.E.	Name: Mike Liquori	Name: JAMES B. DAVIS, JR
Title: District Engineer	Title: Chairman, Board of Supervisors	Title: CEO
Date: _____	Date: _____	Date: 9/23/26

EXHIBIT A

8/21/2026 10:43:12AM

Waterlin PH 2A & Dayspring Ave. Change Order

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: **Jon Ritchey**

Phone: **(407) 870-0066 EXT. #246**

Email: **jon.ritchey@jr-davis.com**

Quote To:	Jason Good	Proposal Date:	8/21/2026
Company:	Gentry Land Development	Date of Plans:	
Phone:	(407) 841-5524	Revision Date:	
Email:	jason@gentryland.com	Addendums:	
		HCSS#:	26-05-16R

ITEM	DESCRIPTION	QUANTITY	UNIT		
3550	Structural Timber (Pedestrian Bridge)	-81.00	MB		
3600	Structural Timber (Thermory Boards)	-19,136.00	LF		
3810	* New Item * - Shade Struct./Bench Ped. Bridge	-146.00	SF		
3815	* New Item *- Guardrail "B" Webnet Railing Ped Br.	-61.00	LF		
3820	* New Item * - Concrete Class II - Ped. Bridge	-7.60	CY		
	Remove Ped Bridge Subtotal				**-1,925,827.60**
4000	QA/QC and CEI for entire contract	-1.00	LS		
	QA/QC CEI for entire contract				**-355,000.00**
6902	Waterlin Asphalt Trails	4,198.00	SY		
6906	Deduct Concrete Trails	-4,198.00	SY		
12752	Dayspring Asphalt Trails	4,193.00	LF		
12756	Deduct 8' Concrete Trails	-2,846.00	LF		
12757	Deduct 10' Concrete Trails	-1,347.00	LF		
	Trails from concrete to asphalt				**41,509.05**
13000	Waterlin Decorative signs	31.00	EA		
13005	Dayspring Decorative signs	24.00	EA		
	County signs to Decotative signs				**75,540.03**

NOTES:

- Item 6 in both part I and II is lump sum
- Blowoff assembly, line item 513 on both forms is TWA hydroguard

SECTION C

REQUISITION FOR ASSESSMENT AREA ONE PROJECT

The undersigned, an Authorized Officer of GIR East Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of March 1, 2025 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 8

(B) Name of Payee: Kutak Rock LLP

(C) Amount Payable: $10,793.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Invoice # 3669451, 3675431, 3704047, 3719178, 3732439, 3758935, 3773799 & 3790772 for Oct 25 thru June 26

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

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area One Project and each represents a Cost of the Assessment Area One Project, and has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

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

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

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

GIR EAST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area One Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3669451
Client Matter No. 29523-3
Notification Email: eftgroup@kutakrock.com

December 4, 2025

Mr. George Flint
GIR East CDD
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801

Invoice No. 3669451
29523-3

Re: Project Construction

For Professional Legal Services Rendered

10/01/25	M. Rigoni	0.60	183.00	Prepare offsite utility acquisition documents and confer with Liquori
10/10/25	M. Rigoni	0.60	183.00	Review latest TOHO conveyance documents; prepare acquisition documents
10/22/25	M. Rigoni	1.80	549.00	Review construction contracts and analyze associated acquisition scope; confer with Liquori and Smith

TOTAL HOURS 3.00

TOTAL FOR SERVICES RENDERED $915.00

TOTAL CURRENT AMOUNT DUE $915.00

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

December 26, 2025

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3675431
Client Matter No. 29523-3
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
GIR East CDD
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801

Invoice No. 3675431
29523-3

Re: Project Construction

For Professional Legal Services Rendered

11/04/25	J. Gillis	1.70	314.50	Review acquisition checklist; confer with staff regarding acquisition package for potable water mains; begin drafting acquisition documents regarding same
11/24/25	M. Rigoni	3.20	976.00	Prepare draft potable utilities acquisition package and confer with Liquori and Smith
TOTAL HOURS		4.90		

TOTAL FOR SERVICES RENDERED $1,290.50

TOTAL CURRENT AMOUNT DUE $1,290.50

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3704047
Client Matter No. 29523-3
Notification Email: eftgroup@kutakrock.com

February 27, 2026

Mr. George Flint
GIR East CDD
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801

Invoice No. 3704047
29523-3

Re: Project Construction

For Professional Legal Services Rendered

01/28/26	M. Rigoni	0.80	256.00	Confer with Liquori regarding water utilities and park acquisition items; review new supporting documents and update acquisition documents

TOTAL HOURS 0.80

TOTAL FOR SERVICES RENDERED $256.00

TOTAL CURRENT AMOUNT DUE $256.00

UNPAID INVOICES:

December 4, 2025	Invoice No. 3669451	915.00
December 26, 2025	Invoice No. 3675431	1,290.50
January 29, 2026	Invoice No. 3690422	2,947.00

TOTAL DUE $5,408.50

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

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

March 31, 2026

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3719178
Client Matter No. 29523-3
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
GIR East CDD
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801

Invoice No. 3719178
29523-3

Re: Project Construction

For Professional Legal Services Rendered

02/05/26	M. Rigoni	0.20	64.00	Confer with Liquori

TOTAL HOURS 0.20

TOTAL FOR SERVICES RENDERED $64.00

TOTAL CURRENT AMOUNT DUE $64.00

UNPAID INVOICES:

December 4, 2025	Invoice No. 3669451	915.00
December 26, 2025	Invoice No. 3675431	1,290.50
January 29, 2026	Invoice No. 3690422	2,947.00
February 27, 2026	Invoice No. 3704047	256.00

TOTAL DUE $5,472.50

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3732439
Client Matter No. 29523-3
Notification Email: eftgroup@kutakrock.com

April 28, 2026

Mr. George Flint
GIR East CDD
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801

Invoice No. 3732439
29523-3

Re: Project Construction

For Professional Legal Services Rendered

03/02/26	A. Willson	0.10	32.50	Confer with Liquori regarding acquisition items
03/05/26	M. Rigoni	1.90	608.00	Review finalized acquisition documents for offsite potable and force mains and frontage park and correspondence with Liquori and Smith and staff regarding same
03/11/26	M. Rigoni	1.60	512.00	Review comments on contractor release form; confer with Cvercko, Liquori and Willson; revise same and confer with Liquori
03/12/26	M. Rigoni	2.20	704.00	Review acquisition and supporting documents for offsite force main and potable main and frontage park improvements and correspondence with Liquori regarding same
TOTAL HOURS		5.80		

TOTAL FOR SERVICES RENDERED		$1,856.50
TOTAL CURRENT AMOUNT DUE		$1,856.50
UNPAID INVOICES:		
December 4, 2025	Invoice No. 3669451	915.00
December 26, 2025	Invoice No. 3675431	1,290.50
January 29, 2026	Invoice No. 3690422	2,947.00
February 27, 2026	Invoice No. 3704047	256.00
March 31, 2026	Invoice No. 3719178	64.00
TOTAL DUE		$7,329.00

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

June 3, 2026

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3758935
Client Matter No. 29523-3
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
GIR East CDD
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801

Invoice No. 3758935
29523-3

Re: Project Construction

For Professional Legal Services Rendered

04/29/26	A. Willson	0.30	97.50	Confer with Liquori regarding construction items and second lift of asphalt items
04/30/26	J. Daly	1.90	380.00	Confer with staff regarding Waterlin Boulevard acquisition; begin drafting acquisition documents regarding same
04/30/26	M. Rigoni	1.10	352.00	Work session with Willson regarding Waterlin Boulevard acquisition and draft same; confer with Moss regarding outstanding acquisition packages; confer with Smith regarding CE&I services
04/30/26	A. Willson	0.30	97.50	Work session with Rigoni regarding acquisition items
TOTAL HOURS		3.60		

TOTAL FOR SERVICES RENDERED		$927.00
TOTAL CURRENT AMOUNT DUE		$927.00
UNPAID INVOICES:		
December 4, 2025	Invoice No. 3669451	915.00
December 26, 2025	Invoice No. 3675431	1,290.50
February 27, 2026	Invoice No. 3704047	256.00
March 31, 2026	Invoice No. 3719178	64.00
April 28, 2026	Invoice No. 3732439	1,856.50
TOTAL DUE		$5,309.00

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

July 6, 2026

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3773799
Client Matter No. 29523-3
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
GIR East CDD
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801

Invoice No. 3773799
29523-3

Re: Project Construction

For Professional Legal Services Rendered

05/01/26	M. Rigoni	1.20	384.00	Revise Waterlin Boulevard acquisition package
05/02/26	M. Rigoni	1.60	512.00	Finalize draft Waterlin Boulevard acquisition package and correspondence with Moss, Liquori, and Miller regarding same
05/03/26	M. Rigoni	0.30	96.00	Correspondence regarding various acquisition package items
05/05/26	M. Rigoni	2.50	800.00	Review Moss comments on Waterlin roadway and related improvements acquisition package including additional supporting documents; revise same and correspondence with Moss and Smith; confer with Moss
05/06/26	M. Rigoni	0.40	128.00	Revise Waterlin Boulevard acquisition package per Moss comments and correspondence with Moss, Smith, and Liquori regarding same

05/07/26	M. Rigoni	0.60	192.00	Revise acquisition documents per Moss comments and confer with Moss and Liquori
05/08/26	J. Daly	0.20	40.00	Review revised acquisition package for Waterlin Boulevard Phases 1A, 1B and 1C
05/13/26	M. Rigoni	1.80	576.00	Review executed Waterlin Boulevard acquisition documents and confer with Moss, Liquori, Smith, and Flint; revise conveyance document to County and Toho
05/27/26	M. Rigoni	0.20	64.00	Confer with Moss regarding Phase 1 and Phase 2 Offsite Utilities acquisition status
05/29/26	M. Rigoni	0.20	64.00	Confer with Moss regarding status of Waterlin deed

TOTAL HOURS	9.00	
TOTAL FOR SERVICES RENDERED		$2,856.00
TOTAL CURRENT AMOUNT DUE		$2,856.00

UNPAID INVOICES:

December 4, 2025	Invoice No. 3669451	915.00
December 26, 2025	Invoice No. 3675431	1,290.50
February 27, 2026	Invoice No. 3704047	256.00
March 31, 2026	Invoice No. 3719178	64.00
April 28, 2026	Invoice No. 3732439	1,856.50
June 3, 2026	Invoice No. 3758935	927.00
TOTAL DUE		$8,165.00

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3790772
Client Matter No. 29523-3
Notification Email: eftgroup@kutakrock.com

August 6, 2026

Mr. George Flint
GIR East CDD
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801

Invoice No. 3790772
29523-3

Re: Project Construction

For Professional Legal Services Rendered

06/02/26	M. Rigoni	3.30	1,056.00	Review new and updated supporting documents for offsite water utilities acquisition and confer with Liquori; revise acquisition documents and confer with Moss; review Waterlin boulevard deed for recording
06/02/26	A. Willson	0.20	65.00	Confer with Rigoni regarding acquisition items
06/03/26	J. Daly	0.40	80.00	Receive and review executed deed for Waterlin Boulevard Phases 1A, 1B and 1C; confer with staff and coordinate recording of same
06/03/26	M. Rigoni	0.60	192.00	Revise offsite water utilities acquisition package and confer with Moss
06/04/26	M. Rigoni	0.40	128.00	Confer with Smith and Moss regarding various acquisitions and revise documents regarding same
06/09/26	M. Rigoni	0.30	96.00	Confer with Moss, Good, and Liquori regarding water utility turnover

06/16/26	M. Rigoni	0.20	64.00	Review executed engineer's certificate and revised contractor documents for offsite water improvements acquisitions and confer with Horton, Smith, and Moss
06/17/26	M. Rigoni	0.70	224.00	Confer with Moss and Flint regarding offsite water utilities improvements and review executed documents to date
06/18/26	M. Rigoni	0.20	64.00	Correspondence regarding acquisition status
06/22/26	J. Daly	0.10	20.00	Follow -up on status of timing of roadway and utility conveyance
06/23/26	M. Rigoni	0.60	192.00	Confer with Moss and revise J. Malever acknowledgment and release; confirm acquisition finalization and confer with Moss and Flint
06/24/26	M. Rigoni	0.40	128.00	Review and confer with Moss regarding utility inspection fees
06/26/26	M. Rigoni	0.40	128.00	Confer with Willson and Moss regarding utility inspection fees
06/26/26	A. Willson	0.20	65.00	Work session with Rigoni regarding acquisition items

TOTAL HOURS	8.00	
TOTAL FOR SERVICES RENDERED		$2,502.00
DISBURSEMENTS		
Filing and Court Fees	126.00	
TOTAL DISBURSEMENTS		126.00
TOTAL CURRENT AMOUNT DUE		$2,628.00

UNPAID INVOICES:

December 4, 2025	Invoice No. 3669451	915.00
December 26, 2025	Invoice No. 3675431	1,290.50
February 27, 2026	Invoice No. 3704047	256.00
March 31, 2026	Invoice No. 3719178	64.00
April 28, 2026	Invoice No. 3732439	1,856.50
June 3, 2026	Invoice No. 3758935	927.00
July 6, 2026	Invoice No. 3773799	2,856.00
TOTAL DUE		$10,793.00

REQUISITION FOR ASSESSMENT AREA ONE PROJECT

The undersigned, an Authorized Officer of GIR East Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of March 1, 2025 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 9

(B) Name of Payee: Site Pieces

(C) Amount Payable: $91,671.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Invoice # 20966 - 50% deposit Benches/Bike Rack/Tables & Litter & Recycling Bins

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

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area One Project and each represents a Cost of the Assessment Area One Project, and has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

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

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

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

GIR EAST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area One Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer

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

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

GIR EAST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer

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_____
Consulting Engineer

Site Pieces
3000 Lawrence St. #57
Denver, CO 80205
800.484.0797
hello@sitepieces.com
www.sitepieces.com

INVOICE

ADDRESS
David Gentry
Gentryland
Waterlin Stewardship District c/o Governmental Management Systems - Central Florida, LLC
Manager: George Flint
Orlando FL 32801
United States

SHIP TO
Waterlin Blvd
David Moss WS-GIR, LLC 407-484-9112
St. Cloud Florida 34772
United States

SHIP VIA

DELIVERY CONTACT David Moss

EMAIL david@gentryland.com

PHONE 407-484-9112

INVOICE 20966
DATE 09.04.2026
TERMS

PRODUCT #	DESCRIPTION	QTY	PRICE	TOTAL
ML-BENCH-72	Benches:Monoline 6' Backed Bench w/ Arm Rests Aluminum Frame Construction Powder Coat Color: Midnight Slat Type: Thermally Modified Ash Slat Finish: Cutek Extreme Clear Mounting Type: Surface Ships Fully Assembled	21	1,377.50	28,927.50
ML-LGLITTER	Litter + Recycling:Monoline Litter Bin | Single Stream Aluminum Construction Powder Coat Color: Midnight Liner Included: (1) 36gal Liner Laser-Cut Symbol: Trash Symbol Trash Symbol Color: Coral Access Type: Universal Lock w/ Keys Mounting Type: Surface Mount Ships Fully Assembled	13	1,047.50	13,617.50
ML-CORE-9-SM	Bike Racks:Monoline Core Bike Rack | Surface Mount Aluminum Frame Construction Powder Coat Color: Midnight Mounting Type: Surface Ships Fully Assembled	16	187.50	3,000.00

50% Deposit - Balance Due Prior to Shipment
Checks Payable to: Site Pieces, LLC
Send Checks To:
Site Pieces
2409 Spring Grove Ave.
Cincinnati, OH 45214

Production does not begin until receipt of 50% Deposit. Changes to or cancellations of orders may incur a penalty charge of 30% or more.

Customer is responsible for offloading and install unless otherwise requested.

Thanks for your business!

ML-STAND-CMTADA-112-SET	Tables:Monoline Standard 112" ADA Community Table Set | Straight Legs *Includes (2) 6' Flat Benches* Aluminum Frame Construction Powder Coat Color: Midnight Slat Type: Thermally Modified Ash Slat Finish: Cutek Extreme Clear Mounting Type: Surface Ships Fully Assembled	5	4,085.00	20,425.00
ML-STAND-CMT-82-SET	Tables:Monoline Standard 82" Community Table Set | Straight Legs *Includes (2) 6' Flat Benches* Aluminum Frame Construction Powder Coat Color: Midnight Slat Type: Thermally Modified Ash Slat Finish: Cutek Extreme Clear Mounting Type: Surface Ships Fully Assembled	3	3,805.00	11,415.00
SURC	Custom:Surcharge Tariff Adjustment Surcharge (5%) – A temporary surcharge to help offset increased costs resulting from U.S. tariffs on imported materials and components. Site Pieces is absorbing a significant portion of these additional costs in an effort to minimize the impact on our customers and maintain competitive pricing. The 5% surcharge represents our current minimum tariff adjustment and is subject to change based on applicable tariff rates, material costs, and trade conditions at the time of fulfillment. If tariffs are reduced, lifted, or no longer impact the cost of the order prior to fulfillment, the surcharge may be reduced or removed from the final invoice.	1	3,869.00	3,869.00

SUBTOTAL (INC. TAX)	81,254.00
TAX	0.00
SHIPPING	10,417.00
PROJECT TOTAL	183,342.00
DEPOSIT TOTAL	**$91,671.00**

50% Deposit - Balance Due Prior to Shipment
Checks Payable to: Site Pieces, LLC
Send Checks To:
Site Pieces
2409 Spring Grove Ave.
Cincinnati, OH 45214

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Site Pieces
3000 Lawrence St. #57
Denver, CO 80205
+18004B40797
hello@sitepieces.com
www.sitepieces.com

STANDARD TERMS

• Site Pieces reserves the right to change payment terms based on payment history and/or information obtained from commercial credit reporting agencies.

• Payment Terms: 50% deposit, balance due prior to shipment. In cases where alternate terms are approved in writing by Site Pieces, invoices not paid within 30 days shall incur interest at a rate of 18% per annum.

• Purchaser is responsible for confirming options, materials, quantities, dimensions, finishes, etc. for completeness and conformity to plans and specifications.

• Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special/custom orders may not be

changed or canceled once a purchase order is received and approved.

• No merchandise may be returned without written authorization from Site Pieces. Returns are subject to a disposition fee of 30–100%, depending on product type and condition.

• Prices are valid for 30 days unless otherwise noted. After receipt of a written order, prices will be held for up to six (6) months, provided no changes are made to quantity or specifications.

• Site Pieces ships via common carrier. Customer is responsible for offloading and installing unless otherwise agreed and noted in this document. Title and risk of loss transfer to the Purchaser upon carrier acceptance.

• Custom elements have a typical lead time of 18–22 weeks after shop drawings have been approved. Lead times may be longer depending on project size and material procurement.

• All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.

• Specific assembly hardware is provided for standard products and custom elements as necessary. Mounting hardware is provided only when noted; otherwise, customer is responsible. Proper installation requires use of the provided hardware (if supplied).

• Refer to the Site Pieces Company Profile + Maintenance Guide for product care guidelines.

• Tax is estimated. Actual tax will be charged on the final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.

• To the extent the Purchaser supplies or modifies specifications, Site Pieces expressly disclaims all representations and warranties related to such products or their design, except that products shall be manufactured in accordance with the Purchaser’s specifications.

• The Purchaser is responsible for handling all products from time of delivery. Site Pieces is not liable for damage caused by mishandling, abuse, accidental damage, or improper installation. Please see our receiving & care guide along with our installation instructions.

• Exclusions include, but are not limited to: structural/engineering stamps, mock-ups, samples, storage, installation, and equipment for offloading.

• All swing bench orders require the Purchaser to sign a liability waiver prior to ordering. Orders will not be processed until this waiver is executed and returned.

50% Deposit - Balance Due Prior to Shipment
Checks Payable to: Site Pieces, LLC
Send Checks To:
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Cincinnati, OH 45214

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Customer is responsible for offloading and install unless otherwise requested.

Thanks for your business!

PAYMENT INSTRUCTIONS

Check Payments

Please make checks payable to:
Site Pieces

Remit Payment to:
Site Pieces
2409 Spring Grove Ave.
Cincinnati, OH 45214

ACH Payments

Bank Name: JP Morgan Chase
Bank Address: 270 Park Avenue, New York, NY 10017
Routing Number: 102001017
Account Number: 285210016
Account Name: Site Pieces
Type: Business Checking

Wire Transfers

Bank Name: JP Morgan Chase
Bank Address: 270 Park Avenue, New York, NY 10017
Routing Number: 102001017
Swift Code: CHASUS33
Account Number: 285210016
Account Name: Site Pieces

Other Information

Tax ID (EIN): 82-5101321
Payment Terms: 50% Deposit, Remaining Balance Due Prior to Shipment
Remittance Email: please send remittance advice to: payments@sitepieces.com
Please reference your invoice numbers on all payments
For international wires, additional fees may apply
If you require a W-9 or any vendor set up forms, please contact us
Questions:
Contact: Kelsey Stellman
Phone: 513.966.7398
Email: kelsey@sitepieces.com

PURCHASE ORDER AGREEMENT FOR GOODS

DISTRICT		SELLER	
District:	**Waterlin Stewardship District**	Seller:	**Site Pieces, LLC**
Shipping Address:	Waterlin Stewardship District Attn: David Moss Waterlin Founders Park Deliver to be coordinated	Mailing Address:	Site Pieces Attn: Customer Service 3000 Lawrence St. #57 Denver, CO 80205
Billing Address:	c/o Governmental Management Services - Central Florida, LLC 219 East Livingston Street Orlando, Florida 32801	Local Office:	
Phone:	(407) 841-5524, District Manager	Phone:	(800) 484-0797
Certificate of Exemption	85-8020221655C-2		

PROJECT			
Project Name:	**Site Furnishings for Frontage Park & Founders Park**	Proposal Date:	August 27, 2026
Project Address:	Osceola County, Florda	Quotation #:	20233

DESCRIPTION OF GOODS: Site Furnishings for Frontage Park. See **Exhibit A.**

	SPECIFICATIONS ATTACHED	YES	**NO**	N/A	IF YES, DATED _____
	SITE RULES ATTACHED	YES	**NO**	N/A	IF YES, TITLED AS _____
		*DELIVERY DUE BY: ~~11/03/2026~~ Delivery: 11/13-11/20			

TERM:

☑ Single Purchase of Goods

***Delivery Date:** The Delivery Date shall be as determined by District in its sole discretion and transmitted to Seller in writing.

PRICE:

☑ Fixed Price

Price: $183,342.00 (50% of Price due prior to commence of production of Goods as deposit, with remaining balance of Price due upon delivery and acceptance of Goods)

IN WITNESS HEREOF, the parties have executed this Purchase Order Agreement for Goods ("Order") effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order and agrees to perform the services or deliver the goods as described herein and will comply fully with the terms and conditions hereof.

WATERLIN STEWARDSHIP DISTRICT

District

Sign: [signature]

By: MICHAEL LIQUORI

Name:

Title: CHAIRMAN

Date Executed: 9/10/26

SITE PIECES, LLC

Seller

Sign: Michael Honerlaw

By:

Name: Michael Honerlaw

Title: Owner

Date Executed: 9/10/2026

TERMS AND CONDITIONS

DEFINITIONS

As used throughout this Order, the following definitions apply unless otherwise specifically stated:

a. "Goods" means those part numbers, model numbers and/or descriptions set forth in Exhibit A.
b. "Indemnified Parties" means (i) District, its Board of Supervisors, agents, officers, and employees, the Engineer, District Manager, and such other parties as District may reasonably request. Any one of the foregoing is an "Indemnified Party."
c. "Project" means the delivery of the Goods.

GENERAL PROVISIONS

1. PRICE. The Price set forth above includes all applicable taxes, recognizing the tax-exempt status of the District, and all tools, equipment, supplies, insurance and other materials or services (including without limitation all packing, loading or freight) necessary to deliver the Goods, with the exception that the freight number may change based on actual freight costs.

2. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by District pursuant to this Order.

a. PAYMENT OF FIXED PRICE CONTRACTS. 50% of Price is due prior to commencement of production of Goods as deposit, with remaining balance of Price due upon delivery, acceptance of Goods by the District. All of Seller's Invoices will be paid by District not later than thirty (30) days following receipt of applicable Invoice to District.

3. SCHEDULE. Seller shall deliver the Goods per the schedule ("Schedule") and/or term ("Term") shown on Page 1 of this Order. Time is of the essence with respect to this Order, and Seller shall not deviate from the Schedule without District's prior written consent. District may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule and, upon such cancellation, the District shall be reimbursed all of the deposit paid, if any.

4. TERMS APPLICABLE TO THE PURCHASE OF GOODS.

a. DELIVERY AND INSPECTION. On all deliveries of Goods, freight shall be prepaid by Seller, which amount is included in the lump sum not to exceed price, and risk of loss shall pass at the time such Goods are delivered at the Project and the Goods are accepted by District. If applicable, all Goods are subject to inspection and approval by the District at a reasonable time post-delivery. The District may return Goods not meeting specifications (including over-shipments) at the Seller's sole expense and risk. The District will notify Seller of any such necessary returns. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner

b. UNLOADING. Upon delivery of Goods to the Shipping Address, District shall coordinate and unload all such Goods at a designated spot.

c. WARRANTY. In addition to the specific warranties provided in the attached Exhibit A and any additional manufacturer warranties, Seller warrants that the title to Goods conveyed shall be good and that the transfer of the Goods shall be rightful. The Goods shall be free from any security interest or lien, and the Goods shall conform to the description herein stated and any specifications provided by District. Seller agrees to assist in administering all warranty claims with manufacturer. All Goods are subject to inspection by District before, upon, and within a reasonable time after delivery. Goods shall not be replaced without District's prior written instructions. Any acceptance by District shall not prevent District from later rejecting non-conforming Goods.

5. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.

6. INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER (ON BEHALF OF ITSELF AND ANY SUBCONTRACTORS) AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND INCLUDING COURT COSTS AND ATTORNEYS' FEES FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY AND ALL OTHER DAMAGES (COLLECTIVELY, "DAMAGES") TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS AND/OR OMISSIONS OF SELLER (EXPRESSLY EXCLUDING, HOWEVER, DAMAGES CAUSED BY DISTRICT'S OWN NEGLIGENCE). THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE COMPLETION OR EARLIER TERMINATION OF THIS ORDER.

7. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all applicable permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The copies of all such documents shall be delivered to Owner if requested by the Owner.

8. DEFAULT. Upon any material default by Seller hereunder, District may, in addition to any other remedies available to District at law or in equity, cancel this Order without penalty or liability by written notice to Seller. Seller shall be liable to District for all expenses incurred by District due to such termination. Seller's obligations under this Section 9 shall survive any termination of this Order.

9. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the District's limit of liability contained in Section 768.28, *Florida Statutes*.

10. WAIVER. Any failure of District to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of District's right to enforce each and every provision.

11. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on District only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of District. If such changes result in a decrease or increase in Seller's cost or in performance time, an adjustment to the Price and Schedule must be made and agreed upon in writing by both District and Seller.

12. ATTACHMENTS. Any document referenced on page 1 of this Order, including but not limited to Exhibit A attached hereto shall be for the sole purpose of providing a description of the Goods. Any quote attached as Exhibit A hereto shall be for the purpose of indicating the maximum price of the Goods and delivery totals. The terms of this Order shall be deemed to control over the terms of Exhibit A attached hereto.

13. APPLICABLE LAW. The applicability, validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order, including but not limited to, here not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code and the "Public Integrity Laws" set out in Sections 287.133, 287,134, 287.135, 287.137, 287.138, and 787.06, Florida Statutes, prohibiting the District from conducting business with any entity meeting the criteria set forth therein.

14. MECHANIC'S LIENS. Notwithstanding that District is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the Project free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish District with appropriate lien waivers from all potential claimants upon request of District. If any Liens are filed, District may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by District shall be due and payable by Seller

immediately and without notice or demand. Seller shall indemnify and hold District harmless for all expenses incurred by District as a result of the failure of Seller to fulfill its obligations under this Section 15.

15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all applicable permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The copies of all such documents shall be delivered to Owner if requested by the Owner.

16. PARTIAL INVALIDITY. If in any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.

17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by District, and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract this Order without the prior written consent of District. District may assign this Order to any transferee of the Project with Seller's written approval.

18. RELATIONSHIP. The relationship between District and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of District. Seller agrees that District shall not be responsible for job-site safety or safety of Seller's agents or employees in connection with delivery of the Goods.

19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on Page 1.

20. TERMINATION OPTION. Notwithstanding anything herein to the contrary, District shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Termination for convenience shall require payment for completed work, work in progress, committed materials and other noncancelable costs.

21. RELEASE OF INFORMATION. Seller acknowledges that this Agreement and all the documents pertaining thereto are public records and subject to the provisions of Chapter 119, *Florida Statutes*.

22. E-VERIFY. The Seller shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Seller has knowingly violated Section 448.09(1), Florida Statutes. By entering into this Order, the Seller represents that no public employer has terminated a contract with the Seller under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Order.

EXHIBIT A

Site Pieces
3000 Lawrence St. #57
Denver, CO 80205
800.484.0797
hello@sitepieces.com
www.sitepieces.com

QUOTE

ADDRESS	SHIP TO	SHIP VIA	Freight Delivery - Forklift Required	QUOTE	20233
David Gentry Gentryland Waterlin Stewardship District c/o Governmental Management Systems - Central Florida, LLC Manager: George Flint Orlando FL 32801 United States	David Gentry Waterlin Blvd St. Cloud Florida 34772 United States			DATE	08.27.2026
				EXPIRATION DATE	09.30.2026
		DELIVERY CONTACT	David Moss		
		PHONE	407-484-9112	EMAIL	david@gentryland.com

PRODUCT #	DESCRIPTION	QTY	PRICE	TOTAL
ML-BENCH-72	Benches:Monoline 6' Backed Bench w/ Arm Rests Aluminum Frame Construction Powder Coat Color: Midnight Slat Type: Thermally Modified Ash Slat Finish: Cutek Extreme Clear Mounting Type: Surface Ships Fully Assembled	21	2,755.00	57,855.00
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ML-CORE-9-SM	Bike Racks:Monoline Core Bike Rack | Surface Mount Aluminum Frame Construction Powder Coat Color: Midnight Mounting Type: Surface Ships Fully Assembled	16	375.00	6,000.00

View Estimate In Client Portal

Please Note/Confirm:
Standard Product Lead Time: Approx. 8-10 Weeks
Custom Product Lead Time: Approx. 16 - 20 Weeks Depending on Complexity
50% Deposit Payment Required to Begin Production
Confirm Billing Address + Contact
Confirm Shipping Address + Contact
Confirm Product Finishes + Materials
Notify if Life-Gate Required - Additional $150+
Thank you!

ML-STAND-CMTADA-112-SET	Tables:Monoline Standard 112" ADA Community Table Set	Straight Legs *Includes (2) 6' Flat Benches* Aluminum Frame Construction Powder Coat Color: Midnight Slat Type: Thermally Modified Ash Slat Finish: Cutek Extreme Clear Mounting Type: Surface Ships Fully Assembled	5	8,170.00	40,850.00
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SURC	Custom:Surcharge Tariff Adjustment Surcharge (5%) – A temporary surcharge to help offset increased costs resulting from U.S. tariffs on imported materials and components. Site Pieces is absorbing a significant portion of these additional costs in an effort to minimize the impact on our customers and maintain competitive pricing. The 5% surcharge represents our current minimum tariff adjustment and is subject to change based on applicable tariff rates, material costs, and trade conditions at the time of fulfillment. If tariffs are reduced, lifted, or no longer impact the cost of the order prior to fulfillment, the surcharge may be reduced or removed from the final invoice.	1	7,738.00	7,738.00

Accepted By	
David Moss	
Accepted Date	
9/4/2026 6:00:00 AM	
TAX	0.00
SUBTOTAL	162,508.00
SHIPPING	20,834.00
TOTAL	**$183,342.00**

View Estimate In Client Portal

Please Note/Confirm:
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Custom Product Lead Time: Approx. 16 - 20 Weeks Depending on Complexity
50% Deposit Payment Required to Begin Production
Confirm Billing Address + Contact
Confirm Shipping Address + Contact
Confirm Product Finishes + Materials
Notify if Life-Gate Required - Additional $150+
Thank you!

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Custom Product Lead Time: Approx. 16 - 20 Weeks Depending on Complexity
50% Deposit Payment Required to Begin Production
Confirm Billing Address + Contact
Confirm Shipping Address + Contact
Confirm Product Finishes + Materials
Notify if Life-Gate Required - Additional $150+
Thank you!

SECTION D

REQUISITION FOR ASSESSMENT AREA ONE PROJECT

The undersigned, an Authorized Officer of Waterlin Stewardship District f/k/a GIR East Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of March 1, 2025 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 10

(B) Name of Payee: Kutak Rock LLP

(C) Amount Payable: $592.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Invoice # 3795161 - Project Construction for July 2026

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

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area One Project and each represents a Cost of the Assessment Area One Project, and has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

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

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

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

WATERLIN STEWARDSHIP DISTRICT
F/K/A GIR EAST COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area One Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

August 31, 2026

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3795161
Client Matter No. 29523-3
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
GIR East CDD
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801

Invoice No. 3795161
29523-3

Re: Project Construction

For Professional Legal Services Rendered

07/01/26	M. Rigoni	0.60	192.00	Prepare affidavit of costs paid for water utilities inspection fees and confer with Moss and Smith; review aggregated water utility acquisition package
07/06/26	J. Daly	0.10	20.00	Follow up on status of timing of roadway and utility conveyance
07/07/26	J. Daly	0.10	20.00	Confer with staff regarding status of roadway and utility conveyance
07/07/26	M. Rigoni	0.20	64.00	Review executed inspection fee costs affidavit and confer with Moss, Smith, and Flint; correspondence regarding status of conveyances to Toho and County
07/10/26	M. Rigoni	0.30	96.00	Confer with Flint, Hulme and Moss regarding water utility turnover to Toho
07/20/26	J. Daly	0.10	20.00	Confer with staff regarding status of utility conveyance to Toho
07/21/26	J. Daly	0.10	20.00	Confer with staff regarding status of utility conveyance to Toho

07/21/26	M. Rigoni	0.20	64.00	Confer with Hulme and Moss regarding status of offsite water utilities on Waterlin and on-site water utilities on alleyways to Toho
07/31/26	M. Rigoni	0.30	96.00	Confer with Willson regarding requisitions to date

TOTAL HOURS	2.00	
TOTAL FOR SERVICES RENDERED		$592.00
TOTAL CURRENT AMOUNT DUE		$592.00

UNPAID INVOICES:

December 4, 2025	Invoice No. 3669451	915.00
December 26, 2025	Invoice No. 3675431	1,290.50
February 27, 2026	Invoice No. 3704047	256.00
March 31, 2026	Invoice No. 3719178	64.00
April 28, 2026	Invoice No. 3732439	1,856.50
June 3, 2026	Invoice No. 3758935	927.00
July 6, 2026	Invoice No. 3773799	2,856.00
August 6, 2026	Invoice No. 3790772	2,628.00
TOTAL DUE		$11,385.00

REQUISITION FOR ASSESSMENT AREA ONE PROJECT

The undersigned, an Authorized Officer of Waterlin Stewardship District f/k/a GIR East Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of March 1, 2025 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 11

(B) Name of Payee: WS-GIR, LLC

(C) Amount Payable: $2,433,792.84

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): Frontage Park Improvements & Work Product Costs

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

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area One Project and each represents a Cost of the Assessment Area One Project, and has not previously been paid out of such Account;

OR

this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

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

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

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

WATERLIN STEWARDSHIP DISTRICT
F/K/A GIR EAST COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area One Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer

BILL OF SALE

[FRONTAGE PARK IMPROVEMENTS AND RELATED WORK PRODUCT]

KNOW ALL MEN BY THESE PRESENTS, that **WS-GIR, LLC,** a Delaware limited liability company, whose address for purposes hereof is 660 Steamboat Road, 3rd Floor, Greenwich, Connecticut, 06830 ("**Seller**"), and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, to it paid by the **Waterlin Stewardship District**[1], a local unit of special-purpose government established pursuant to Chapter 2025-238, *Laws of Florida* ("**District**") whose address is 219 East Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

SEE EXHIBIT A ("PROPERTY")

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

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

Notwithstanding (v) above, Seller represents that, without independent investigation, it has no knowledge of any defects in the Improvements, and hereby assigns, transfers, and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification; and by execution of this document, the Seller affirmatively represents that it has the contractual right, consent, and lawful authority to any and all forms to take this action in this document in this form.

Nothing herein shall be construed as a waiver of Grantee's limitations on liability provided in section 768.28, Florida Statutes.

---

[1] As successor in interest to GIR East Community Development District

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 30 day of September, 2026.

Signed, sealed and delivered
in the presence of:

WS-GIR, LLC,
a Delaware limited liability company

By: _____
Print Name: Reed Berlinsky
Print Title: Authorized Signatory

Witnessed:

_____
Print Name: David Moss

_____
Print Name: MICHAEL LIQUORI

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 30 day of September 2026, by Reed Berlinsky as Authorized Signatory of WS-GIR, LLC, and with authority to execute the foregoing on behalf of the entity identified above, who is either ☑ personally known to me, or ☐ produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
CHANCY L. SUMMERS
MY COMMISSION # HH 322872
EXPIRES: February 17, 2027

(NOTARY SEAL)

Chancy L Summers
NOTARY PUBLIC, STATE OF FLORIDA

Name: Chancy L. Summers
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A: DESCRIPTION OF IMPROVEMENTS AND WORK PRODUCT

Exhibit A

Description of Frontage Park Improvements and Related Work Product

WORK PRODUCT:
Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever, subject to any rights retained on a non-exclusive basis by Landowner or Developer, specifically pertaining or applicable to or in any way connected with the development, construction, and ownership of the below-referenced Improvements, to the extent not previously acquired by the District.

IMPROVEMENTS:
Frontage Park: site work and any and all plants, trees, timber, shrubbery, related landscape, irrigation and hardscape installed with the Frontage Park located on the east side of District boundaries adjacent to the Canoe Creek Road and situated between Mildred Bass Road and Waterlin Boulevard, all for the development of Waterlin, all located on real property described as

TRACTS OS-4, OS-6, AND OS-26, in the plat known as Founders Corner – Phases 1, 2, and 3, recorded in Plat Book 37, Page 144, of the Official Records of Osceola County, Florida.

FRONTAGE PARK IMPROVEMENTS & WORK PRODUCT				
Improvement	**Contractor**	**District Eligible Amount***	**Retainage & Balance to Finish**	**Requisition Amount****
Civil Design	Heidt Design	$18,233.20***	$277.70	$17,955.50
Landscape & Hardscape Architecture	Dix Hite Partners	$116,332.52***	$37,524.80	$78,807.72
Site Work	Jr. Davis Construction	$1,012,694.31	$0.00	$1,012,694.31
Underground Conduits	JBB Enterprises, Inc.	$17,602.50	$1,760.25	$15,842.25
Tree Relocation	HTFL, Inc.	$90,773.75	$0.00	$90,773.75
Tree Treatment	Davey Tree Expert	$43,220.00	$0.00	$43,220.00
Landscape & Irrigation	Greenwater Services LLC	$1,174,499.66	$0.00	$1,174,499.31
TOTAL COSTS		$2,473,355.94 **(NTE Total Acquisition Amount)**	$39,562.75	$2,433,792.84

* Portion of total contract amount eligible for payment from bond proceeds and within the scope of the current acquisition; the District may submit one or more requisition to pay the Retainage and Balance to Finish amount, upon confirmation of Developer's final payment and release of applicable retainage, which collectively along with Total Requisition Amount, not exceed the Total Acquisition Cost.
** Portion of Total Acquisition Cost paid to date for Requisition to Series 2026 Acquisition and Construction Fund, when available
***Additional portions of completed work products not previously acquired or paid for by the District; see Requisition 1 and associated work product acquisition package for previously acquired work product.

DISTRICT ENGINEER'S CERTIFICATE
[FRONTAGE PARK IMPROVEMENTS AND RELATED WORK PRODUCT]

September 30, 2026

Board of Supervisors
Waterlin Stewardship District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Heidt Design, LLC ("**District Engineer**"), as District Engineer for the Waterlin Stewardship District[1] ("**District**") and does hereby make the following certifications in connection with the District's acquisition from WS-GIR, LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") and related work product ("**Work Product**") as further detailed in **Exhibit A** and also described in that certain Bill of Sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an Authorized Signatory of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to the Bill of Sale, agreements, certain invoices, plans, and other documents.

2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the District's *Master Report of District Engineer* dated October 2022, as supplemented by that *Assessment Area One Engineer's Report* dated September 2024, Revised October 2024 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.

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

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

5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and

[1] As successor in interest to GIR East Community Development District

have been transferred, or are capable of being transferred, to the District and/or the ultimate responsible entity, as applicable, for operations and maintenance responsibilities.

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

HEIDT DESIGN, LLC

Strickland Smith, P.E.
Florida Registration No. 50652
District Engineer

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 30 day of September 2026, by Strickland Smith as District Engineer of Heidt Design, and with authority to execute the foregoing on behalf of the entity identified above, and who is either ☑ personally known to me, or ☐ produced _____ as identification.

LISA WHEAT
Notary Public
State of Florida
Comm# HH702414
Expires 7/24/2029

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

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

Exhibit A

Description of Frontage Park Improvements and Related Work Product

WORK PRODUCT:
Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever, subject to any rights retained on a non-exclusive basis by Landowner or Developer, specifically pertaining or applicable to or in any way connected with the development, construction, and ownership of the below-referenced Improvements, to the extent not previously acquired by the District.

IMPROVEMENTS:
Frontage Park: site work and any and all plants, trees, timber, shrubbery, related landscape, irrigation and hardscape installed with the Frontage Park located on the east side of District boundaries adjacent to the Canoe Creek Road and situated between Mildred Bass Road and Waterlin Boulevard, all for the development of Waterlin, all located on real property described as

> TRACTS 0S-4, 0S-6, AND OS-26, in the plat known as Founders Corner – Phases 1, 2, and 3, recorded in Plat Book 37, Page 144, of the Official Records of Osceola County, Florida.

FRONTAGE PARK IMPROVEMENTS & WORK PRODUCT				
Improvement	**Contractor**	**District Eligible Amount***	**Retainage & Balance to Finish**	**Requisition Amount****
Civil Design	Heidt Design	$18,233.20***	$277.70	$17,955.50
Landscape & Hardscape Architecture	Dix Hite Partners	$116,332.52***	$37,524.80	$78,807.72
Site Work	Jr. Davis Construction	$1,012,694.31	$0.00	$1,012,694.31
Underground Conduits	JBB Enterprises, Inc.	$17,602.50	$1,760.25	$15,842.25
Tree Relocation	HTFL, Inc.	$90,773.75	$0.00	$90,773.75
Tree Treatment	Davey Tree Expert	$43,220.00	$0.00	$43,220.00
Landscape & Irrigation	Greenwater Services LLC	$1,174,499.66	$0.00	$1,174,499.31
TOTAL COSTS		$2,473,355.94 **(NTE Total Acquisition Amount)**	$39,562.75	$2,433,792.84

***** Portion of total contract amount eligible for payment from bond proceeds and within the scope of the current acquisition; the District may submit one or more requisition to pay the Retainage and Balance to Finish amount, upon confirmation of Developer's final payment and release of applicable retainage, which collectively along with Total Requisition Amount, not exceed the Total Acquisition Cost.
** Portion of Total Acquisition Cost paid to date for Requisition to Series 2026 Acquisition and Construction Fund, when available
***Additional portions of completed work products not previously acquired or paid for by the District; see Requisition 1 and associated work product acquisition package for previously acquired work product.

September 30 2026

Waterlin Stewardship District
c/o George Flint, District Manager
Governmental Management Services, LLC
219 East Livingston Street
Orlando, Florida 32801

Re: Letter Agreement for Acquisition of Frontage Park Improvements and Related Work Product

Dear George,

Pursuant to the *Acquisition Agreement (Assessment Area One Project),* dated March 7, 2025 ("**Acquisition Agreement**"), by and between the Waterlin Stewardship District[1] ("**District**") and WS-GIR, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" and "**Work Product**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements and Work Product. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon completion of the Sale.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A,** may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the lands, Improvements and/or Work Product, as applicable, subject to Developer's obligations to do same under the Completion Agreement. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the applicable Contractor and/or Consultant, as applicable, of the remaining amounts.

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

Agreed to by:
WATERLIN STEWARDSHIP DISTRICT

Name: Michael Liguori
Title: Chairman

Sincerely,
WS-GIR, LLC

Name: Reed Berlinsky
Title: Authorized Signatory

cc District Counsel
District Engineer

[1] As successor interest to GIR East Community Development District

EXHIBIT A

Description of Frontage Park Improvements and Related Work Product

WORK PRODUCT:

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever, subject to any rights retained on a non-exclusive basis by Landowner or Developer, specifically pertaining or applicable to or in any way connected with the development, construction, and ownership of the below-referenced Improvements, to the extent not previously acquired by the District.

IMPROVEMENTS:

Frontage Park: site work and any and all plants, trees, timber, shrubbery, related landscape, irrigation and hardscape installed with the Frontage Park located on the east side of District boundaries adjacent to the Canoe Creek Road and situated between Mildred Bass Road and Waterlin Boulevard, all for the development of Waterlin, all located on real property described as

TRACTS 0S-4, 0S-6, AND OS-26, in the plat known as Founders Corner – Phases 1, 2, and 3, recorded in Plat Book 37, Page 144, of the Official Records of Osceola County, Florida.

FRONTAGE PARK IMPROVEMENTS & WORK PRODUCT				
Improvement	**Contractor**	**District Eligible Amount***	**Retainage & Balance to Finish**	**Requisition Amount****
Civil Design	Heidt Design	$18,233.20***	$277.70	$17,955.50
Landscape & Hardscape Architecture	Dix Hite Partners	$116,332.52***	$37,524.80	$78,807.72
Site Work	Jr. Davis Construction	$1,012,694.31	$0.00	$1,012,694.31
Underground Conduits	JBB Enterprises, Inc.	$17,602.50	$1,760.25	$15,842.25
Tree Relocation	HTFL, Inc.	$90,773.75	$0.00	$90,773.75
Tree Treatment	Davey Tree Expert	$43,220.00	$0.00	$43,220.00
Landscape & Irrigation	Greenwater Services LLC	$1,174,499.66	$0.00	$1,174,499.31
TOTAL COSTS		$2,473,355.94 **(NTE Total Acquisition Amount)**	$39,562.75	$2,433,792.84

Portion of total contract amount eligible for payment from bond proceeds and within the scope of the current acquisition; the District may submit one or more requisition to pay the Retainage and Balance to Finish amount, upon confirmation of Developer's final payment and release of applicable retainage, which collectively along with Total Requisition Amount, not exceed the Total Acquisition Cost.

** Portion of Total Acquisition Cost paid to date for Requisition to Series 2026 Acquisition and Construction Fund, when available

***Additional portions of completed work products not previously acquired or paid for by the District; see Requisition 1 and associated work product acquisition package for previously acquired work product.

This instrument was prepared by:	(This space reserved for Clerk)
Michelle Rigoni, Esq. Kutak Rock LLP 107 W College Avenue Tallahassee, Florida 32301	

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

SPECIAL WARRANTY DEED
[FRONTAGE PARK]

THIS SPECIAL WARRANTY DEED is made to be effective as of the 30th day of September 2026, by and between:

WS-GIR, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, with an address of 660 Steamboat Road, 3rd Floor, Greenwich, Connecticut, 06830 ("**Grantor**"); and

Waterlin Stewardship District[1], a local unit of special-purpose government established pursuant to Chapter 2025-238, *Laws of Florida*, being situated in Osceola County, Florida, and whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street Orlando, Florida 32801 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, and more particularly below ("Property"):

SEE EXHIBIT A.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

[1] As successor in interest to GIR East Community Development District

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for any remaining improvements such as drainage, hardscaping, landscaping, irrigation, utilities and related improvements, and the right to maintain, repair and replace and improve such improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to install, maintain, repair or replace any part of the Property or improvements located thereon and shall automatically terminate upon District's or Osceola County's acceptance of such improvements.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESSES

By: _____
Name: Jason Good
Address: 3850 Canoe Creek Rd.
St. Cloud, FL 34772

By: _____
Name: Drew Miller
Address: 3850 Canoe Creek Rd St. cloud, FL 34772

WS-GIR, LLC, a Delaware limited liability company

_____
Name: Reed Berlinsky
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 30th day of September 2026, by Reed Berlinsky as Authorized Signatory of WS-GIR, LLC, a Delaware limited liability company, and with authority to execute the foregoing on behalf of the entity identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

CHANCY L. SUMMERS
MY COMMISSION # HH 322872
EXPIRES: February 17, 2027

(NOTARY SEAL)

_____
NOTARY PUBLIC, STATE OF FLORIDA

Name: Chancy L. Summers
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A

Legal Description of Frontage Park

TRACTS OS-4, OS-6, AND OS-26, in the plat known as Founders Corner – Phases 1, 2, and 3, recorded in Plat Book 37, Page 144, of the Official Records of Osceola County, Florida.

AFFIDAVIT REGARDING COSTS PAID
[FRONTAGE PARK IMPROVEMENTS AND RELATED WORK PRODUCT]

STATE OF FLORIDA
COUNTY OF OSCEOLA

I, Reed Berlinsky, as Authorized Signatory of WS-GIR, LLC, a Delaware limited liability company (the "**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

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

2. I have authority to make this affidavit on behalf of Developer.

3. Developer is the developer of certain lands within the Waterlin Stewardship District[1], a special purpose unit of local government established pursuant to Chapter 2025-238, *Laws of Florida* ("**District**").

4. The District's *Master Report of District Engineer* dated October 2022, as supplemented by that *Assessment Area One Engineer's Report* dated September 2024, Revised October 2024 (together, "**Engineer's Report**"), describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 2025-238, *Laws of Florida*.

5. Pursuant to contracts in place between Developer and certain contractors and construction related professionals, as may be more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop improvements and work product that are included and described in the Engineer's Report and are part of the District's capital improvement plan. The attached **Exhibit A** accurately identifies the completed improvements and work product and states, at least in part, the amounts that Developer has spent on the completed improvements and work product.

6. Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractor(s) and/or consultant(s) (balance to finish and retainage), including the approximate amount of the Retainage shown in **Exhibit A**. Developer acknowledges that any Retainage related to the Acquisition Cost shall be requisitioned by the District only upon notice from the District Engineer that the Retainage has been released to the contractor(s) and/or consultant(s) or Developer shall be fully responsible for payment of same. Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements.

7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer's Report.

[signatures on next page]

[1] as successor in interest to GIR East Community Development District

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 30 day of September 2026.

WS-GIR, LLC

By: _____
Name: Reed Berlinsky
Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 day of September, 2026, by Reed Berlinsky, as Authorized Signatory of WS-GIR, LLC, a Delaware limited liability company, on behalf of said company and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

CHANCY L. SUMMERS
MY COMMISSION # HH 322872
EXPIRES: February 17, 2027

Chancy L Summers
Notary Public Signature

Chancy L. Summers
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. HH 322872
My Commission Expires: 02/17/27

Exhibit A
Description of Frontage Park Improvements and Related Work Product

WORK PRODUCT:
Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever, subject to any rights retained on a non-exclusive basis by Landowner or Developer, specifically pertaining or applicable to or in any way connected with the development, construction, and ownership of the below-referenced Improvements, to the extent not previously acquired by the District.

IMPROVEMENTS:
Frontage Park: site work and any and all plants, trees, timber, shrubbery, related landscape, irrigation and hardscape installed with the Frontage Park located on the east side of District boundaries adjacent to the Canoe Creek Road and situated between Mildred Bass Road and Waterlin Boulevard, all for the development of Waterlin, all located on real property described as

TRACTS OS-4, OS-6, AND OS-26, in the plat known as Founders Corner – Phases 1, 2, and 3, recorded in Plat Book 37, Page 144, of the Official Records of Osceola County, Florida.

FRONTAGE PARK IMPROVEMENTS & WORK PRODUCT				
Improvement	**Contractor**	**District Eligible Amount***	**Retainage & Balance to Finish**	**Requisition Amount****
Civil Design	Heidt Design	$18,233.20***	$277.70	$17,955.50
Landscape & Hardscape Architecture	Dix Hite Partners	$116,332.52***	$37,524.80	$78,807.72
Site Work	Jr. Davis Construction	$1,012,694.31	$0.00	$1,012,694.31
Underground Conduits	JBB Enterprises, Inc.	$17,602.50	$1,760.25	$15,842.25
Tree Relocation	HTFL, Inc.	$90,773.75	$0.00	$90,773.75
Tree Treatment	Davey Tree Expert	$43,220.00	$0.00	$43,220.00
Landscape & Irrigation	Greenwater Services LLC	$1,174,499.66	$0.00	$1,174,499.31
TOTAL COSTS		$2,473,355.94 **(NTE Total Acquisition Amount)**	$39,562.75	$2,433,792.84

* Portion of total contract amount eligible for payment from bond proceeds and within the scope of the current acquisition; the District may submit one or more requisition to pay the Retainage and Balance to Finish amount, upon confirmation of Developer's final payment and release of applicable retainage, which collectively along with Total Requisition Amount, not exceed the Total Acquisition Cost.
** Portion of Total Acquisition Cost paid to date for Requisition to Series 2026 Acquisition and Construction Fund, when available
***Additional portions of completed work products not previously acquired or paid for by the District; see Requisition 1 and associated work product acquisition package for previously acquired work product.

AFFIDAVIT RE TITLE, GAP, AND NON-FOREIGN CERTIFICATION

BEFORE ME, the undersigned authority, personally appeared Reed Berlinsky ("**Affiant**") as Authorized Signatory of **WS GIR Holdings, LLC**, a Delaware limited liability company ("**Company**") and owner of **WS-GIR, LLC**, a disregarded entity as defined in Treasury Regulation §1.1445-2(b)(2)(iii), whose address is 600 Commonwealth Avenue, Orlando, Florida 32803, who after first being duly sworn deposes and states as follows:

1. That as evidenced by the Property Information Report (as hereinafter defined), the Company is the sole owner of WS-GIR, LLC, a disregarded entity, which is the sole owner of that property located and being situate in Osceola County, Florida, more particularly described in **Exhibit A** attached hereto ("**Property**"). Other property owners listed in the Property Information Report, hereinafter defined, are owners of property within the referenced plat therein, but not Property.

2. To the Company's knowledge, that there are no recorded or unrecorded liens or taxes or claims against the Property, except those referred to in Fidelity National Title Insurance Company's ("**Title Company**") Plat Property Information Report dated July 30, 2025 ("**Property Information Report**") attached hereto as **Exhibit B**.

3. That to the Company's knowledge, there are no outstanding contracts entered into by the Company and/or WS-GIR, LLC, either oral or written, for the furnishing of labor, material or services to the Property for any improvements thereon, and within the past ninety (90) days, there have been no improvements, alterations or repairs made by the Company or WS-GIR, LLC to the Property for which the cost, or any part thereof, remain unpaid.

4. That the Company and/or WS-GIR, LLC, has not entered into any agreements or allowed any agreements to be entered into for or on behalf of the Company or WS-GIR, LLC, which would create any of the following: an interest, encumbrance or cloud on title in the Property which remains unrecorded as of the date of the delivery of the conveyance.

5. That WS-GIR, LLC and the Company are in exclusive possession of the Property and no other party has a claim to possession or occupancy thereof. The Company's and/or WS-GIR, LLC's title to, and possession and enjoyment of, the Property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.

6. To the Company's knowledge, there are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the Property.

7. To the Company's knowledge, there are no disputes concerning the boundary lines of the Property.

8. Neither the Company nor WS-GIR, LLC, has received notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said Property within the past ninety (90) days.

9. There are no actions or proceedings now pending in any State or Federal Court to which the Company or WS-GIR, LLC, is a party, including but not limited to, proceedings in bankruptcy,

receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.

10. Neither the Company nor any authorized signatory of the Company, which is executing the instrument conveying title to the Property to Buyer (as hereinafter defined) has filed for bankruptcy since the formation of the Company. Neither WS-GIR, LLC nor any authorized signatory thereof which is executing the instrument conveying title to the Property to Buyer (as hereinafter defined) has filed for bankruptcy since its formation. To inform **WATERLIN STEWARDSHIP DISTRICT**[1], a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, *Laws of Florida* ("**District**" or "**Buyer**") and the recording agent that withholding of tax is not required upon the disposition of the Property by the Company, the undersigned party hereby makes the following certifications:

(a) The Company is not a disregarded entity as defined in Treasury Regulation §1.1445-2(b)(2)(iii).

(b) The Company is not a foreign corporation, foreign partnership, foreign trust, foreign estate or a nonresident alien individual for purposes of U.S. income taxation (as those terms are defined in the Internal Revenue Code and the Treasury Regulations thereunder).

(c) The Company's U.S. employer identification number is 87-3876585.

(d) The Company's office address is 660 Steamboat Rd, 3rd Floor, Greenwich CT, 06830.

The undersigned understands that the certifications contained in this Section 11 may be disclosed to the Internal Revenue Service by Buyer, and that any false statement the undersigned makes in this certification could be punished by fine, imprisonment or both.

11. That there are no matters pending by or against the Company or WS-GIR, LLC that could give rise to a lien that could attach to the Property between July 31, 2025, the date of the last certification ("**Last Certification Date**") of the Property Information Report and the date of the recording of the deed in favor of the District ("**Deed**"). Subsequent to the Last Certification Date, neither the Company nor WS-GIR, LLC has executed, and will not execute, any instrument that would adversely affect the title to the Property except as contained in the Property Information Report.

12. This Affidavit is made to induce the District to acquire the Property.

13. The Affiant executes this Affidavit solely as Authorized Signatory of the Company, which is the owner of WS-GIR, LLC, and not in his individual capacity and no personal judgment or decree shall ever be sought or obtained against Affiant by reason of this Affidavit.

14. That the Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument

[1] As successor in interest to GIR East Community Development District

of this nature. That the Affiant has read, or has heard read, the full facts of this Affidavit, and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, this 30 day of September, 2026.

WS GIR Holdings, LLC,
a Delaware limited liability company

By: _____
Print Name: Reed Berlinsky
Its: Authorized Signatory

SWORN TO AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization, this 30 day of September, 2026, by Reed Berlinsky, as Authorized Signatory of WS-GIR Holdings, LLC, sole owner of WS-GIR, LLC, for and on behalf of said entities. She/He ☑ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

CHANCY L. SUMMERS
MY COMMISSION # HH 322872
EXPIRES: February 17, 2027

Chancy L Summers
Signature of Notary Public
Chancy L. Summers
Printed Name of Notary Public

Exhibit A Legal Description of Property
Exhibit B Property Information Report

EXHIBIT A

TRACTS 0S-4, 0S-6, AND OS-26, in the plat known as Founders Corner – Phases 1, 2, and 3, recorded in Plat Book 37, Page 144, of the Official Records of Osceola County, Florida.

SECTION VI

This item will be provided under separate cover

SECTION VIII

Items A-D will be provided under separate cover

SECTION E

SECTION 1

ACQUISITION AGREEMENT
(ASSESSMENT AREA TWO PROJECT)

THIS ACQUISITION AGREEMENT (ASSESSMENT AREA TWO PROJECT) ("**Agreement**") is made and entered into on this _____ day of _____, 2026 ("**Effective Date**"), by and between:

WATERLIN STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2025-238, *Laws of Florida*, and located entirely within Osceola County, Florida ("**District**"); and

WS-GIR, LLC, a Delaware limited liability company, the primary owner and developer of lands within the boundaries of the District, whose address is 660 Steamboat Road, 3rd Floor, Greenwich, Connecticut, 06830 ("**Developer**" and together with the District, each a "**Party**" and collectively, "**Parties**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 2025-238, *Laws of Florida*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to roadways, stormwater, sanitary sewer collection system, water distribution system, reclaimed water distribution system, landscaping, hardscape, irrigation, recreational facilities, and other infrastructure; and

WHEREAS, the Developer is the primary owner and developer of lands within the boundaries of the District ("**Development**"); and

WHEREAS, the District presently intends to finance all or a portion of the planning, design, acquisition, construction, and/or installation of infrastructure improvements, facilities, and services comprising a portion of the District's capital improvement plan known as Assessment Area Two ("**Assessment Area Two Project**") as detailed in the *Master Report of District Engineer,* dated November 2025, as supplemented by *Assessment Area Two Engineer's Report,* dated May 2026 (together, "**Engineer's Report**"), and attached to this Agreement as **Exhibit A** ("**District Improvements**" or "**Improvements**"); and

WHEREAS, the anticipated costs of the District Improvements are identified in the Engineer's Report ("**Project Costs**"); and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related third-party development documents which would allow the timely commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development ("**Work Product**"); and

WHEREAS, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements described in **Exhibit A** until such time as the District has closed on the sale of its proposed $_____ Waterlin Stewardship District Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two) ("**Bonds**"), the proceeds

of which will be utilized as payment for the Work Product and the District Improvements contemplated by this Agreement; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Developer from implementing its planned development program, the Developer will advance, fund, commence, and complete and/or cause third parties to commence and complete certain work to enable the District to expeditiously provide the infrastructure; and

WHEREAS, as of each Acquisition Date (as hereinafter defined), Developer desires to convey, or assign as applicable, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the District Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements described in **Exhibit A**, if any such conveyances are appropriate ("**Real Property**"), upon the terms and conditions contained herein; and

WHEREAS, the District and the Developer are entering into this Agreement to ensure the timely provision of the District Improvements and completion of the Development.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ACQUISITION DATE. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon ("**Acquisition Date**"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

3. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain construction contracts related to the Assessment Area Two Project. Such acceptance is predicated upon, at minimum, (i) each contractor providing a bond in the form and manner required by section 255.05, Florida Statutes, as amended, or Developer providing adequate alternative security in compliance with section 255.05, Florida Statutes, if required; (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by section 255.05, Florida Statutes, if any; and (iii) waiving any and all claims against the District arising as a result of or connected with such assignment. Developer hereby indemnifies and holds the District harmless form any claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District by any contractors, subcontractors, sub-subcontractors, materialmen, and others providing labor or services in conjunction with each such contract and including claims by members of the public, in each case only as such claims relate to the period of time prior to the District's acceptance of the assignment.

4. ACQUISITION OF WORK PRODUCT. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds

from the Bonds, and the requirements of this Agreement, the District agrees to pay the actual reasonable cost incurred by the Developer in preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product acquired with proceeds from the Bonds. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") the total actual amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's trustee for the Bonds ("**Trustee**"). In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such a decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for Bond funds from the Trustee. The foregoing engineering review and certification process shall hereinafter be referred to as the "**Review Process**." The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the District Improvements.

A. The Developer agrees to convey to the District any and all of its right, title and interest in the Work Product (except as otherwise provided for in this Agreement) upon payment of the sums determined to be reasonable by the District Engineer, or a third-party engineer selected pursuant to this Section, or prior to payment of such as provided for herein, and approved by the Board pursuant to and as set forth in this Agreement.

B. Except as otherwise provided for in this Agreement, the Developer agrees to release, or assign as applicable, to the District all transferrable right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights of Developer in and to the Work Product, including any and all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised if owned by Developer. To the extent determined necessary by the District, the Developer shall use good faith efforts to obtain all releases from any professional providing services in connection with the Work Product acquired with the proceeds of the Bonds to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Notwithstanding anything to the contrary contained herein: (i) Developer's conveyance or assignment of the Work Product is made without representation or warranty whatsoever, and Developer shall not be held liable for the Work Product or any defect therein, and (ii) Developer reserves a license to use the Work Product as set forth below, including reliance upon and enforcement thereof. The District agrees to seek recovery for any loss with respect to the Work Product from any person or entity who created the Work Product or who has provided an applicable warranty that has been assigned to the District pursuant

to Section 4.D. of this Agreement.

D. The Developer agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, any transferable warranty for the person or entity who created the Work Product which is in favor of Developer that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

E. The District hereby grants to Developer, and Developer hereby reserves, access to and the right to use the Work Product, without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any de minimus cost, such as copying costs, the Developer agrees to pay such cost or expense.

5. ACQUISITION OF IMPROVEMENTS. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District agrees to acquire completed District Improvements. When a portion of the District Improvements are completed and ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to each Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as special warranty bills of sale or such other instruments necessary to convey such portion of the District Improvements as may be reasonably requested by the District in accordance (but not in conflict) with this Agreement, and (iii) any other reasonable releases or documentation as may be reasonably requested by the District or Developer in accordance (but not in conflict) with this Agreement. Any real property interests necessary for the functioning of the District Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 6. The District Engineer in consultation with Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the Review Process described in Section 4 above. The District's Manager ("**District Manager**") shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications or documents as may reasonably be required by that governmental body, if any.

B. The District Engineer shall certify as to the actual cost of any District Improvement. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay no more than the actual cost incurred, as determined by the District Engineer.

C. The Developer agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement. To the extent there is a delay in the conveyance of certain Improvements between the District and a governmental entity, Developer agrees to indemnify and hold the District harmless for any damage or repairs that may be required to such Improvements. Developer agrees to repair and remediate any such damage to the satisfaction of the governmental entity. Developer shall remain responsible for completion of all required permits, certifications or other approvals necessary to convey the Improvements to the governmental entity and shall provide copies of such documents to the District when received.

D. Developer further acknowledges and agrees that any costs associated with work by District staff to process the acquisitions contemplated by this Agreement shall be paid by requisition from available construction funds. If no construction funds are available, Developer agrees to pay such costs per this Agreement. Developer further authorizes the District Board to approve such requisitions for payment.

6. CONVEYANCE OF REAL PROPERTY.

A. Conveyance. The Developer agrees that it will convey, or cause to be conveyed, to the District, at or prior to each Acquisition Date as reasonably determined by the District and Developer, by a special warranty deed (or, if less than a fee estate, by easement or other instrument) reasonably acceptable to the Board together with a metes and bounds or other description, the lands (or less interest therein) upon which the District Improvements are constructed or which are necessary for the operation and maintenance of, and access to the District Improvements. The Parties agree that all Real Property shall be provided to the District at no cost unless the costs for the Real Property are expressly included as part of the Project Costs. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the District Improvements are constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate, other instrument) shall be subject to a reservation by Developer of its right and privilege to use the area conveyed and/or grant to third parties the right to construct the District Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the District Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the District Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, and if desired by the District, the Developer shall provide, at its expense, an owner's title insurance policy or obtain an opinion of title in a form satisfactory to the District.

B. Boundary or Other Adjustments. Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's

ownership. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the Party requesting such adjustment shall pay any third-party transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other third-party transfer costs.

7. TAXES, ASSESSMENTS, AND COSTS.

A. Taxes, assessments and costs resulting from Agreement. The Developer agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise) or non-ad valorem assessments, which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes or assessments are imposed upon the District's property or property interest, or the Developer's property or property interest. As to any parcel of Real Property conveyed by Developer pursuant to this Agreement, the potential obligations of the Developer to pay such taxes and assessments that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of such parcel of Real Property. Notwithstanding the foregoing, the Parties represent to each other that they are not aware of any such taxes or assessments imposed upon the District as of the Effective Date of this Agreement.

B. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to reserve an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, the prorated portion of any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in October 2026, the Developer shall escrow the pro rata amount of taxes due for the tax bill payable in November 2026. If any additional taxes are imposed on the District's property in 2026 for a period which property was owned by Developer, then the Developer agrees to reimburse the District for that additional amount.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

C. Notice. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments or costs imposed on the property acquired by the District as described in subsection B above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

A. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

8. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Developer hereby agree that an acquisition pursuant to this Agreement ("**Acquisition**") by the District may be completed prior to the District obtaining proceeds from the Bonds. The District agrees to pursue the issuance of the Bonds in good faith; provided however, nothing herein shall cause or be construed to require the District to issue Bonds or other forms of indebtedness to provide funds for any unfunded Acquisition. In the event that the District issues Bonds and has Bond proceeds available to pay for any portion of the Acquisitions acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, District Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or, further, in the event the District's bond counsel determines that any such Acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Acquisitions. Interest shall not accrue on the amounts owed for any prior Acquisitions. In the event the District does not or cannot issue the sufficient Bonds within ten (10) years from the Effective Date of this Agreement to pay for all Acquisitions hereunder, and, thus does not make payment to the Developer for any unfunded Acquisitions, then the Parties agree that the District shall have no reimbursement obligation whatsoever for those unfunded Acquisitions. The Developer acknowledges that the District may convey some or all of the District Improvements, Work Product or Real Property described in the Engineer's Report to a general purpose unit of local government or certain utility providers and consents to such conveyance(s) prior to payment being made to the Developer for any prior Acquisitions.

9. CONTRIBUTIONS. In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's applicable assessment reports ("Assessment Report"), and prior to the issuance of the Bonds, the

Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

10. IMPACT FEE CREDITS. In connection with the District's capital improvement plan, the District may finance certain infrastructure that may generate impact fee credits. In recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District's Project and financing arrangements, the District and the Developer agree that the Developer may retain any such impact fee credits, provided that the Developer contributes a corresponding amount of Improvements, Work Product and/or Real Property based on appraised value as part of the District's capital improvement plan, and/or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such impact fee credits, and/or prepays debt assessments on all applicable lands (as determined by the District in coordination with the District's Assessment Consultant) by a corresponding amount of such impact fee credits. Alternatively, the Developer may provide the proceeds of the impact fee credits to the District for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the Project as may be provided in the applicable trust indenture.

11. DEFAULT. A default by either Party under this Agreement, which continues for a period of thirty (30) days after notice of such default, shall entitle the other Party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or, if applicable, specific performance.

12. ENFORCEMENT OF AGREEMENT. In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other Party, in addition to all other relief granted or awarded, all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection proceedings.

13. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto.

15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this Agreement.

16. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the Developer: WS-GIR, LLC
c/o WS GIR Holdings, LLC
660 Steamboat Road, 3rd Floor
Greenwich, Connecticut, 06830
Attn: Reed Berlinsky

B. If to District: Waterlin Stewardship District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any Parties or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

17. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal Party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Assessment Area Two Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

19. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon a merger, amendment, or a name change of the District, this Agreement will automatically be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

20. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

21. TERMINATION. This Agreement may be terminated by the District or the Developer without penalty in the event that the District does not issue its proposed Bonds.

22. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

24. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes,* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

Attest:

WATERLIN STEWARDSHIP DISTRICT

_____
Secretary / Assistant Secretary

_____
Mike Liquori
Chairperson, Board of Supervisors

WS-GIR, LLC
a Delaware limited liability company

By: WS GIR Holdings, LLC
Its: Member

_____
Witness

_____
Name: Reed Berlinsky
Its: Authorized Signatory

Exhibit A: *Master Report of District Engineer,* dated November 2025, as supplemented by *Assessment Area Two Engineer's Report,* dated May 2026

Exhibit A

Master Report of District Engineer, dated November 2025, as supplemented by *Assessment Area Two Engineer's Report,* dated May 2026

SECTION 2

COMPLETION AGREEMENT
(ASSESSMENT AREA TWO PROJECT)

THIS COMPLETION AGREEMENT (ASSESSMENT AREA TWO PROJECT) ("**Agreement**") is made and entered into this _____ day of _____, 2026, by and between:

WATERLIN STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2025-238, *Laws of Florida*, being situated in Osceola County, Florida, whose address is 219 East Livingston Street, Orlando, Florida 32801 ("**District**"), and

WS-GIR, LLC, a Delaware limited liability company, the primary landowner and developer of lands within the boundaries of the District, whose address is 660 Steamboat Road, 3rd Floor, Greenwich, Connecticut, 06830 ("**Developer**"; and together with the District, each a "**Party**" and collectively "**Parties**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 2025-238, *Laws of Florida* ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways, stormwater, sanitary sewer collection system, water distribution system, reclaimed water distribution system, landscaping, hardscape, irrigation, recreational facilities, and other infrastructure within or without the boundaries of the District ("**Improvements**"); and

WHEREAS, the Developer is the owner of certain lands in Osceola County, Florida, located within the boundaries of the District ("**Development**"); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the *Master Report of District Engineer,* dated November 2025, as supplemented by *Assessment Area Two Engineer's Report,* dated May 2026 (together, "**Engineer's Report**") attached to this Agreement as **Exhibit A** ("**Assessment Area Two Project**"), and the anticipated costs of the Assessment Area Two Project is described in the Engineer's Report; and

WHEREAS, the District has imposed special assessments on the property within the District to secure financing for the construction of the infrastructure improvements described in Exhibit A, and has validated $5,280,410,000 in capital improvement revenue bonds to fund the planning, design, permitting, construction and/or acquisition of improvements including the Assessment Area Two Project; and

WHEREAS, the District intends to finance a portion of the cost of the acquisition, construction, installation and equipping of the Assessment Area Two Project through the use of proceeds from the anticipated sale of $_____ in aggregate principal amount of Waterlin Stewardship District Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two) ("**Series 2026 Bonds**"); and

WHEREAS, in order to ensure that the Assessment Area Two Project is completed and funding is available in a timely manner to provide for its completion, the Developer and the District hereby agree that the District will be obligated to issue no more than $_____ in Series 2026 Bonds to fund the Assessment Area Two Project and the Developer will make provision for any additional funds that may be needed in the future for the completion of the Assessment Area Two Project over and above that amount including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. COMPLETION OF IMPROVEMENTS. The Developer and District agree and acknowledge that the District's proposed Series 2026 Bonds will provide only a portion of the funds necessary to complete the Assessment Area Two Project. Therefore, as more particularly set forth in paragraphs 2(a) and 2(b) below, the Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Assessment Area Two Project which remain unfunded including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs ("**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by District bonds or other indebtedness. However, in the District's sole discretion, nothing herein shall prohibit the District from issuing additional indebtedness secured by lands within the District not encumbered by the special assessments securing the Series 2026 Bonds for portions of the Assessment Area Two Project costs in excess of $_____as described in the [*Preliminary] Supplemental Assessment Methodology for Assessment Area Two,* dated June 10, 2026, attached to Resolution 2026-___ as Exhibit B. District shall inform Developer of any such election and the amount of such election.

(a) When all or any portion of the Remaining Improvements are the subject of a District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto, upon written notice from the District.

(b) When any portion of the Remaining Improvements is <u>not</u> the subject of a District contract, the Developer may choose to: (i) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements; or (ii) have the District enter into a contract and proceed under Section 2(a) above, subject, in each case to a formal determination by the District's Board of Supervisors that the option selected by the Developer will not adversely impact the District, and is in the District's best interests.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Assessment Area Two Project may change from that described in the Engineer's Report, depending upon final design of the Development, permitting or other regulatory requirements over time, or other factors. Material changes to the Assessment Area Two Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Assessment Area Two Project or the Improvements shall require the prior written consent of the Trustee (as defined herein) acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding; notwithstanding the foregoing, in the event the District elects to issue additional bonds to finance a portion of the Assessment Area Two Project as described in Section 2 above, such financing shall not constitute a material change to the Assessment Area Two Project.

(b) The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Developer of its obligations hereunder is expressly subject to, dependent and conditioned upon (i) the issuance of $_____ par amount of Series 2026 Bonds and use of the proceeds thereof to fund a portion of the Assessment Area Two Project, and (ii) the scope, configuration, size and/or composition of the Assessment Area Two Project not materially changing without the consent of the Developer. In the event of a material change to the scope, configuration, size and/or composition of the Assessment Area Two Project in response to a requirement imposed by a regulatory agency, the Developer shall provide written notice of such changes to the District.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement, which continues for a period of thirty (30) days after notice of such default, shall entitle the other Party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and/or, if applicable, specific performance, but excluding punitive and consequential damages and subject to the recourse limitations in the documents applicable to the District and the Series 2026 Bonds. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

5. ENFORCEMENT OF AGREEMENT. In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

8. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A.	If to the District:	Waterlin Stewardship District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
B.	If to Developer:	WS-GIR, LLC c/o WS GIR Holdings, LLC 660 Steamboat Road, 3rd Floor Greenwich, Connecticut, 06830 Attn: Reed Berlinsky

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal Party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the trustee for the Series 2026 Bonds ("**Trustee**"), on behalf of the Series 2026 Bond holders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and acting at the direction of and on behalf of the then bondholders owning a majority of the aggregate principal amount of Series 2026 Bonds then outstanding, shall be entitled to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

11. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon a merger, amendment, or a name change of the District, this Agreement will automatically be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective as of the date set forth above.

14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes,* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. FORCE MAJEURE. If any Party hereto shall be delayed in, hindered in or prevented from performing any of its obligations under this Agreement by reason of labor disputes, inability to obtain any necessary materials or services, acts of God, weather conditions that are unusually severe or exceed average conditions for that time of year, persistent inclement weather, war, terrorist acts, insurrection,

or delays caused by governmental permitting or regulations, the time for performance of such obligation shall be automatically extended (on a day for day basis) for a period equal to the period of such delay.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

Attest:

WATERLIN STEWARDSHIP DISTRICT

_____
Secretary / Assistant Secretary

_____
Mike Liquori
Chairperson, Board of Supervisors

WS-GIR, LLC
a Delaware limited liability company

By: WS GIR Holdings, LLC
Its: Member

_____
Witness

_____
Name: Reed Berlinsky
Its: Authorized Signatory

Exhibit A: *Master Report of District Engineer,* dated November 2025, as supplemented by *Assessment Area Two Engineer's Report,* dated May 2026

Exhibit A

Master Report of District Engineer, dated November 2025, as supplemented by *Assessment Area Two Engineer's Report,* dated May 2026

SECTION 3

This instrument was prepared by and upon recording should be returned to:

Alyssa Willson, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS

(ASSESSMENT AREA TWO PROJECT)

This **COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS (ASSESSMENT AREA TWO PROJECT)** (hereinafter, "**Assignment**") is made this _____ day of _____, 2026, by and between:

WS-GIR, LLC, a Delaware limited liability company, the primary landowner and developer of lands within the boundaries of the District, whose address is 660 Steamboat Road, 3rd Floor, Greenwich, Connecticut, 06830 ("**Developer**" or "**Assignor**"); and, in favor of

WATERLIN STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2025-238, *Laws of Florida*, being situated in Osceola County, Florida, whose address is 219 East Livingston Street, Orlando, Florida 32801 ("**District**" or "**Assignee**").

RECITALS

WHEREAS, the District proposes to issue its $_____ Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two) ("**Series 2026 Bonds**") to finance certain public infrastructure improvements which will provide special benefit to the developable lands within the District and more specifically known as "**Assessment Area Two**" ("**Lands**") in the development, which is located within the geographical boundaries of the District ("**Development**"); and

WHEREAS, the security for the repayment of the Series 2026 Bonds is the special assessments levied against the Assessment Area Two lands within the District ("**Series 2026 Assessments**"); and

WHEREAS, the purchasers of the Series 2026 Bonds anticipate that the Lands will be developed in accordance with the *Master Report of District Engineer,* dated November 2025, as supplemented by *Assessment Area Two Engineer's Report,* dated May 2026 (together, "**Engineer's Report**" and the portion of the District's capital improvement program described

therein, the "**Assessment Area Two Project**") and the *Master Assessment Methodology for Assessment Area Two*, dated May 6, 2026, as supplemented by the [*Preliminary] Supplemental Assessment Methodology for Assessment Area Two,* dated June 10, 2026 (together, "**Assessment Report**"), until such time as the Lands, as described in **Exhibit A** attached hereto, subject to the Series 2026 Assessments have been fully developed in accordance with such reports ("**Development Completion**"); and

WHEREAS, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Series 2026 Bonds will not receive the full benefit of their investment in the Series 2026 Bonds; and

WHEREAS, during the period in which the Lands are being developed and have yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Series 2026 Assessments securing the Series 2026 Bonds; and

WHEREAS, in the event of default in the payment of the Series 2026 Assessments securing the Series 2026 Bonds, the District has certain remedies with respect to the lien of the Series 2026 Assessments as more particularly set forth herein; and

WHEREAS, if the Series 2026 Assessments are directly billed, the sole remedy available to the District for non-payment of the Series 2026 Assessments is an action in foreclosure; if the Series 2026 Assessments are collected pursuant to Florida's uniform method of collection, the sole remedy available to the District for non-payment of the Series 2026 Assessments is the sale of tax certificates (collectively, "**Remedial Rights**"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development & Contract Rights (defined below) to complete development of the Lands to the extent that, prior to such exercise, such Development & Contract Rights have not been previously assigned, transferred, or otherwise conveyed to an unrelated third party resulting from the sale of any portion of the Lands in the ordinary course of business, Osceola County, the District, any applicable property association or other governing entity or association in connection with the Development or the Assessment Area Two Project ("**Prior Transfer**"); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Development and shall only be inchoate until becoming an effective and absolute assignment and assumption of the Development & Contract Rights upon failure of the Assignor to pay the Series 2026 Assessments levied against the Lands owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to the Development & Contract Rights; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Lands (excluding the conveyance of any portion of the Lands to a county, a homeowner association, other governmental entity or association or to a homebuilder), any and all affiliated entities or successors-in-interest to the Developer's interest in the Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Osceola County, Florida; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Development; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the Series 2026 Bonds in full; (ii) Development Completion; or (iii) a Prior Transfer, but only to the extent that such Development & Contract Rights are subject or pertain to the Prior Transfer (the period from execution of this Assignment to any such termination or absolute effectiveness being referred to herein as the "**Term**").

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 sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Collateral Assignment**. Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor or any related entity of Assignor, at execution of this Assignment or acquired in the future, all of Assignor's development rights and contract rights relating to the Assessment Area Two Project (herein the "**Development & Contract Rights**") as security for Assignor's payment and performance and discharge of its obligation to pay the Series 2026 Assessments levied against the Lands when due. This Assignment shall become effective and absolute upon failure of the Assignor to pay the Series 2026 Assessments levied against the Lands owned by the Assignor. The Development & Contract Rights shall include the following as they pertain to the Development and Assessment Area Two Project, but shall specifically exclude any such portion of the Development & Contract Rights which are subject to a Prior Transfer:

(a) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

(b) Preliminary and final site plans.

(c) Architectural plans and specifications for buildings financed by the District, if any, and other improvements to the Lands within the District.

(d) Permits, approvals, resolutions, variances, licenses, impact fees and franchises granted by governmental authorities, or any of their respective agencies for or affecting the Assessment Area Two Project or the construction of improvements thereon or off-

site to the extent such off-site improvements are necessary or required to complete the Assessment Area Two Project, but not limited to, the following:

(i) Any and all approvals, extensions, amendments, rezoning and development orders rendered by governmental authorities, including Osceola County relating to the Development or Assessment Area Two Project.

(ii) Any and all service agreements relating to utilities, water and/or wastewater.

(iii) Permits, more particularly described in the Engineer's Report or necessary for the Development.

(e) Permit fees, impact fees, deposits and other assessments and impositions paid by Assignor to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Assignor from any governmental authority or utility provider, including credit for any dedication or contribution of Lands by Assignor in connection with the development of the Lands or the construction of improvements thereon.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Development and Assessment Area Two Project.

(g) Notwithstanding anything contained herein to the contrary, contracts and agreements with private utility providers to provide utility services to the Development and Assessment Area Two Project.

(h) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

As a point of clarification to control over any contrary terms in this Assignment (if any), any portion of the Development & Contract Rights which are subject to a Prior Transfer are automatically and forever released from the terms and conditions of this Assignment, as may be amended.

2. **Warranties by Assignor**. Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale of property to end users located within Lands and in the ordinary course of business, Assignor has made no assignment of the Development & Contract Rights to any person or entity other than Assignee.

(b) Any transfer, conveyance or sale of the Lands (excluding conveyance of a portion of the Lands to a county, property association, other governmental entity or association, or homebuilder) shall subject any and all affiliated entities or successors-in-interest of the Assignor to this Assignment.

(c) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(d) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

3. **Covenants**. Assignor covenants with Assignee that during the Term: Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development & Contract Rights; and (ii) give notice to Assignee of any claim of default relating to the Development & Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) If and when this Assignment becomes absolute, the Development & Contract Rights will include all of Assignor's right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided that no such modification, termination, waiver or release affects any of the Development & Contract Rights which pertain to lands outside of the District not relating to development of the Lands.

(c) Assignor agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development & Contract Rights.

4. **Event(s) of Default**. Any breach of the Assignor's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof will, after the giving of notice and an opportunity to cure (which cure period shall be at least sixty (60) days), shall constitute an Event of Default under this Assignment.

5. **Remedies Upon Event of Default**. Upon an Event of Default, Assignee may, as Assignee's sole and exclusive remedies, take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development & Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development & Contract Rights.

(c) Further assign any and all of the Development & Contract Rights to a third party acquiring title to the Lands or any portion thereof from the Assignee or at a District foreclosure sale.

6. **Authorization**. Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & Contract Rights to tender performance thereunder to Assignee upon written

notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

7. **Miscellaneous**. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

8. **Third Party Beneficiaries**. The Trustee for the Series 2026 Bonds, on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall be entitled to cause the District to enforce the Assignor's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Assignment, or the District is otherwise in default under the Indenture, the Trustee shall have the right to enforce the District's rights hereunder directly. This Assignment is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations hereunder.

9. **Termination**. Absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the Series 2026 Bonds in full; (ii) Development Completion; or (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development & Contract Rights are subject or pertain to the Prior Transfer.

10. **Amendment**. This Assignment shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties. If such amendment would materially affect the payment of debt service on the Series 2026 Bonds or the collection of the Series 2026 Assessments, or any rights of the District or Bondholders granted in the Indenture, the Agreement may not be amended without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding.

11. **Assignment.** This Assignment shall constitute a covenant running with title to the Lands, binding upon the Developer and its successors and assigns as to the Lands or portions thereof. Any transferee shall take title subject to the terms of this Assignment and with respect to the portion of the Lands so transferred, provided however that this Assignment shall not apply to any portion of the Lands that is the subject of a Prior Transfer. Except as otherwise provided in this Section 9, no party may assign its rights, duties or obligations under this Assignment or any monies to become due hereunder without the prior written consent of each other party, which

consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon a merger, amendment, or a name change of the District, this Assignment will automatically be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

WATERLIN STEWARDSHIP DISTRICT

_____

Print Name: _____

Address:

_____

Street

_____

City, State, Zip

_____

Mike Liquori
Chairperson, Board of Supervisors

_____

Print Name: _____

Address:

_____

Street

_____

City, State, Zip

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by Mike Liquori, as Chairperson of the Board of Supervisors of the Waterlin Stewardship District, for and on behalf of the District. He is [__] personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

WITNESSES:

WS-GIR, LLC,
a Delaware limited liability company

By: WS GIR Holdings, LLC
Its: Member

_____
Print Name: _____

By:_____
Name: Reed Berlinsky
Title: Authorized Signatory

Address:

_____
Street

_____
City, State, Zip

_____
Print Name: _____

Address:

_____
Street

_____
City, State, Zip

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by Reed Berlinsky, as Authorized Signatory of WS GIR Holdings, LLC, a Member of WS-GIR, LLC, on its behalf. He is [__] personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

Exhibit A: Legal Description

Exhibit A
Legal Description

CCN-1, PHASE 1

DESCRIPTION:
A parcel of The Seminole Land and Investment Company's Subdivision of Section 11, Township 27 South, Range 30 East, according to the map or plat thereof, recorded in Plat Book B, Page 40, and a portion of The Seminole Land and Investment Company's Subdivision of Section 14, Township 27 South, Range 30 East, according to the map or plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East, run thence along the North boundary of the Northeast 1/4 thereof, S.89°50'07"W., a distance of 1442.74 feet for a **POINT OF BEGINNING**; thence departing said North boundary, S.00°10'43"E., a distance of 381.88 feet; thence S.45°19'13"E., a distance of 207.66 feet to the North boundary of the lands described in Official Records Book 471, Page 774 of said Public Records; thence along said North boundary and West boundary thereof the following two (2) courses: 1) S.89°40'24"W., a distance of 147.20 feet; 2) S.00°11'28"E., a distance of 1553.27 feet; thence departing said West boundary, S.72°57'23"W., a distance of 1653.57 feet; thence N.68°10'33"W., a distance of 226.87 feet; thence Northerly, 465.32 feet along the arc of a non-tangent curve to the left having a radius of 1201.50 feet and a central angle of 22°11'23" (chord bearing N.11°25'28"E., 462.42 feet); thence N.89°40'14"W., a distance of 105.00 feet; thence Northerly, 94.83 feet along the arc of a non-tangent curve to the left having a radius of 1096.50 feet and a central angle of 04°57'18" (chord bearing N.02°08'53"W., 94.80 feet); thence N.04°37'32"W., a distance of 139.64 feet; thence S.89°57'41"W., a distance of 622.24 feet; thence N.00°09'37"E., a distance of 1863.90 feet; thence N.90°00'00"E., a distance of 571.18 feet; thence Southeasterly, 41.21 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 94°26'26" (chord bearing S.42°46'47"E., 36.70 feet); thence S.85°33'34"E., a distance of 105.00 feet; thence N.04°26'26"E., a distance of 13.04 feet; thence Northeasterly, 37.33 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 85°33'34" (chord bearing N.47°13'13"E., 33.96 feet); thence N.90°00'00"E., a distance of 8.50 feet; thence N.00°00'00"E., a distance of 59.50 feet; thence N.90°00'00"E., a distance of 498.56 feet; thence Easterly, 268.76 feet along the arc of a tangent curve to the right having a radius of 660.50 feet and a central angle of 23°18'49" (chord bearing S.78°20'35"E., 266.91 feet); thence Easterly, 38.56 feet along the arc of a reverse curve to the left having a radius of 30.00 feet and a central angle of 73°38'09" (chord bearing N.76°29'45"E., 35.96 feet); thence N.39°40'40"E., a distance of 390.07 feet; thence S.59°26'57"E., a distance of 755.69 feet to the **POINT OF BEGINNING**.

Containing 130.314 acres, more or less.

LESS AND EXCEPT:
Lot 29 of The Seminole Land and Investment Company's Subdivision of Section 14, Township 27 South, Range 30 East, according to the map or plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East, run thence along the North boundary of the Northeast 1/4 thereof, S.89°50'07"W., a distance of 2646.81 feet to the North 1/4 corner of said Section 14; thence along the West boundary of said Northeast 1/4, S.00°11'42"E., a distance of 990.42 feet; thence N.89°53'18"E., a distance of 17.50 feet for a **POINT OF BEGINNING**; thence N.89°53'18"E., a distance of 643.76 feet; thence S.00°10'10"E., a distance of 330.34 feet; thence S.89°54'21"W., a distance of 643.61 feet; thence N.00°11'42"W., a distance of 330.14 feet to the **POINT OF BEGINNING**.

Containing 4.880 acres, more or less.

Containing a net acreage of 125.434 acres, more or less.

CCN-4, PHASE 1

DESCRIPTION:

A portion of The Seminole Land and Investment Company's Subdivision of Section 13, Township 27 South, Range 30 East, according to the map or plat thereof, recorded in Plat Book B, Page 41, and a portion of The Seminole Land and Investment Company's Subdivision of Section 14, Township 27 South, Range 30 East, according to the map or plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East, run thence along the East boundary of the Northeast 1/4 thereof, S.00°05'35"E., a distance of 661.91 feet to a point on the Westerly extension of the South boundary of the lands described in Official Records Book 1113, Page 945, of said Public Records ; thence along said Westerly extension and South boundary, N.89°58'38E., a distance of 165.81 feet for a **POINT OF BEGINNING**; thence continue along said South boundary, N.89°58'38"E., a distance of 517.95 feet to a point on the West boundary of the lands described in Official Records Book 2333, Page 2868; thence along said West boundary and the South boundary thereof the following two (2) courses: 1) S.00°10'50"E., a distance of 329.61 feet; 2) N.89°51'28"E., a distance of 2118.05 feet to the Westerly Right-of-way of Canoe Creek Road; thence along said Westerly Right-of-way, S.00°20'08"E., a distance of 2239.93 feet; thence N.63°57'37"W., a distance of 649.10 feet; thence N.00°00'00"E., a distance of 70.00 feet; thence N.90°00'00"W., a distance of 30.00 feet; thence Northwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'00"W., 35.36 feet); thence N.90°00'00"W., a distance of 140.40 feet; thence Westerly, 62.67 feet along the arc of a tangent curve to the left having a radius of 2447.50 feet and a central angle of 01°28'02" (chord bearing S.89°15'59"W., 62.67 feet); thence Southwesterly, 40.38 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 92°32'27" (chord bearing S.42°15'45"W., 36.13 feet); thence S.85°59'31"W., a distance of 50.00 feet; thence N.04°00'29"W., a distance of 2.37 feet; thence Northwesterly, 39.19 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 89°49'31" (chord bearing N.48°55'14"W., 35.30 feet); thence Westerly, 279.57 feet along the arc of a compound curve to the left having a radius of 2447.50 feet and a central angle of 06°32'41" (chord bearing S.82°53'40"W., 279.42 feet); thence Southwesterly, 132.90 feet along the arc of a compound curve to the left having a radius of 80.00 feet and a central angle of 95°10'59" (chord bearing S.32°01'50"W., 118.14 feet); thence S.15°33'40"E., a distance of 362.37 feet; thence Southerly, 102.46 feet along the arc of a tangent curve to the right having a radius of 1202.50 feet and a central angle of 04°52'56" (chord bearing S.13°07'12"E., 102.43 feet); thence Southeasterly, 38.25 feet along the arc of a reverse curve to the left having a radius of 25.00 feet and a central angle of 87°39'56" (chord bearing S.54°30'42"E., 34.63 feet); thence S.08°20'40"E., a distance of 50.00 feet; thence Southwesterly, 38.25 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 87°39'56" (chord bearing S.37°49'22"W., 34.63 feet); thence S.00°00'00"E., a distance of 0.00 feet; thence S.05°36'34"E., a distance of 16.81 feet; thence S.84°47'27"W., a distance of 105.00 feet; thence S.06°51'16"E., a distance of 104.93 feet; thence S.48°08'50"W., a distance of 47.48 feet; thence S.57°15'32"W., a distance of 85.92 feet; thence S.65°29'51"W., a distance of 1311.01 feet; thence N.90°00'00"W., a distance of 85.17 feet; thence N.00°00'00"E., a distance of 670.66 feet; thence N.00°00'27"W., a distance of 78.00 feet; thence N.00°01'50"W., a distance of 100.00 feet; thence N.89°58'26"E., a distance of 120.00 feet; thence N.00°01'34"W., a distance of 95.00 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°01'34"W.,

35.36 feet); thence N.00°01'34"W., a distance of 50.00 feet; thence S.89°58'26"W., a distance of 267.32 feet; thence Westerly, 137.15 feet along the arc of a tangent curve to the left having a radius of 450.00 feet and a central angle of 17°27'45" (chord bearing S.81°14'34"W., 136.62 feet); thence Northwesterly, 36.45 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 83°31'59" (chord bearing N.65°43'19"W., 33.30 feet); thence N.23°57'19"W., a distance of 75.66 feet; thence Northerly, 138.32 feet along the arc of a tangent curve to the right having a radius of 596.50 feet and a central angle of 13°17'10" (chord bearing N.17°18'44"W., 138.01 feet); thence N.10°40'10"W., a distance of 21.05 feet; thence S.79°19'50"W., a distance of 53.01 feet; thence Northwesterly, 39.78 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 91°10'16" (chord bearing N.56°15'18"W., 35.71 feet); thence Westerly, 25.54 feet along the arc of a compound curve to the left having a radius of 2447.50 feet and a central angle of 00°35'53" (chord bearing S.77°51'38"W., 25.54 feet); thence S.77°33'41"W., a distance of 234.20 feet; thence S.12°25'28"E., a distance of 91.44 feet; thence S.34°28'04"W., a distance of 653.71 feet; thence Southeasterly, 315.15 feet along the arc of a non-tangent curve to the left having a radius of 170.00 feet and a central angle of 106°13'04" (chord bearing S.22°03'47"E., 271.92 feet); thence S.00°00'00"E., a distance of 307.01 feet; thence N.90°00'00"W., a distance of 679.67 feet; thence N.19°09'37"W., a distance of 1717.62 feet; thence N.70°33'33"E., a distance of 32.74 feet; thence S.39°13'42"E., a distance of 40.41 feet; thence S.61°33'53"E., a distance of 237.98 feet; thence S.86°31'42"E., a distance of 101.28 feet; thence S.58°47'25"E., a distance of 98.19 feet; thence N.43°43'10"E., a distance of 176.09 feet; thence S.46°16'50"E., a distance of 73.45 feet; thence S.00°04'37"E., a distance of 279.01 feet; thence N.90°00'00"E., a distance of 94.97 feet; thence Northeasterly, 39.30 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°04'37" (chord bearing N.44°57'42"E., 35.38 feet); thence S.89°55'55"E., a distance of 56.50 feet; thence Southeasterly, 39.24 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 89°55'23" (chord bearing S.45°02'18"E., 35.33 feet); thence N.90°00'00"E., a distance of 100.20 feet; thence Easterly, 200.16 feet along the arc of a tangent curve to the left having a radius of 2447.50 feet and a central angle of 04°09'46" (chord bearing N.87°55'07"E., 177.78 feet); thence Northeasterly, 40.90 feet along the arc of a non-tangent curve to the left having a radius of 25.04 feet and a central angle of 93°34'52" (chord bearing N.39°00'31"E., 36.50 feet); thence N.84°39'17"E., a distance of 50.00 feet; thence S.05°20'43"E., a distance of 1.10 feet; thence Southeasterly, 39.79 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 91°10'58" (chord bearing S.50°56'12"E., 35.72 feet); thence Easterly, 200.63 feet along the arc of a compound curve to the left having a radius of 2447.50 feet and a central angle of 04°41'48" (chord bearing N.81°07'25"E., 200.58 feet); thence Northeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.22 feet and a central angle of 95°52'35" (chord bearing N.30°38'01"E., 37.44 feet); thence N.78°14'14"E., a distance of 50.00 feet; thence Southeasterly, 41.60 feet along the arc of a non-tangent curve to the left having a radius of 25.11 feet and a central angle of 94°54'44" (chord bearing S.54°52'22"E., 37.00 feet); thence N.77°38'59"E., a distance of 179.58 feet; thence N.76°02'36"E., a distance of 10.45 feet; thence Northeasterly, 39.05 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 89°29'24" (chord bearing N.32°48'53"E., 35.20 feet); thence N.78°35'22"E., a distance of 50.00 feet; thence Southeasterly, 38.85 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 89°02'26" (chord bearing S.55°55'03"E., 35.06 feet); thence Easterly, 463.84 feet along the arc of a reverse curve to the right having a radius of 2552.50 feet and a central angle of 10°24'42" (chord bearing N.84°46'05"E., 463.20 feet); thence N.89°58'26"E., a distance of 88.96 feet; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.44°58'26"E., 35.36 feet); thence N.00°01'34"W., a distance of 50.00 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°01'34"W., 35.36 feet); thence N.00°01'34"W., a distance of 50.00 feet; thence Northeasterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.44°58'26"E., 35.36 feet); thence N.00°01'34"W., a distance of 95.00 feet; thence S.89°58'26"W., a distance of 120.00 feet; thence S.89°58'26"W., a distance of 311.40 feet; thence Westerly, 98.99 feet

along the arc of a tangent curve to the left having a radius of 570.00 feet and a central angle of 09°57'00" (chord bearing S.84°59'56"W., 98.86 feet); thence S.80°01'26"W., a distance of 40.07 feet; thence Northwesterly, 51.42 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 98°12'21" (chord bearing N.50°52'24"W., 45.35 feet); thence Northerly, 17.45 feet along the arc of a compound curve to the right having a radius of 590.50 feet and a central angle of 01°41'36" (chord bearing N.00°55'25"W., 17.45 feet); thence N.00°04'37"W., a distance of 251.95 feet; thence N.00°04'37"W., a distance of 70.00 feet; thence N.00°04'37"W., a distance of 179.32 feet to a point on the South boundary of the lands described in Official Records Book 471, Page 774 of said Public Records; thence along said South boundary and East boundary thereof the following three (3) courses: 1) N.89°48'46"E., a distance of 294.71 feet; 2) N.89°56'39"E., a distance of 170.05 feet; 3) N.00°12'57"W., a distance of 1419.44 feet to the **POINT OF BEGINNING**.

Containing 196.097 acres, more or less.

LESS AND EXCEPT:

Lot 54 and a portion of Lot 59 of The Seminole Land and Investment Company's Subdivision of Section 13, Township 27 South, Range 30 East, according to the Plat thereof, as recorded in Plat Book B, Page 41 of the Public Records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East, run thence along the East boundary of the Northeast 1/4 thereof, S.00°05'35"E., a distance of 1985.72 feet; thence departing said East boundary, N.89°55'05E., a distance of 1357.88 feet to the **POINT OF BEGINNING**; thence N.89°55'05"E., a distance of 35.92 feet; thence N.00°10'19"W., a distance of 2.76 feet; thence N.89°57'45"E., a distance of 671.32 feet; thence S.00°10'10"E., a distance of 331.25 feet; thence S.89°55'45"W., a distance of 368.45 feet; thence S.00°04'15"E., a distance of 25.00 feet; thence S.89°55'45"W., a distance of 336.88 feet; thence N.00°28'15"W., a distance of 353.88 feet; to the **POINT OF BEGINNING**.

Containing 5.566 acres, more or less.

AND LESS AND EXCEPT:

A parcel of land lying in The Seminole Land and Investment Company's Subdivision of Section 11, Township 27 South, Range 30 East, as recorded in Plat Book B, Page 40 and The Seminole Land and Investment Company's Subdivision of Section 14, Township 27 South, Range 30 East, as recorded in Plat Book B, Page 38, public records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East; thence run S.89°50'07"W. along the North line of the Northeast 1/4 of said Section 14, a distance of 2239.41 feet to the POINT OF BEGINNING; thence departing said North line, run S.57°38'10"E., a distance of 945.07 feet; thence S.00°10'49"E., a distance of 74.56 feet; thence Southwesterly, 26.17 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 59°59'09" (chord bearing S.62°21'25"W., 24.99 feet); thence S.32°21'50"W., a distance of 146.30 feet; thence S.57°23'32"E., a distance of 120.00 feet; thence S.32°21'50"W., a distance of 134.49 feet; thence S.00°15'59"W., a distance of 300.84 feet; thence N.90°00'00"E., a distance of 74.69 feet; thence S.00°10'49"E., a distance of 170.00 feet; thence N.90°00'00"W., a distance of 522.38 feet; thence N.00°00'00"E., a distance of 151.57 feet; thence Northerly, 46.31 feet along the arc of a non-tangent curve to the right having a radius of 75.00 feet and a central angle of 35°22'52" (chord bearing N.17°41'26"W., 45.58 feet); thence N.00°00'00"E., a distance of 187.00 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'00"W., 35.36 feet); thence N.90°00'00"W., a distance of 192.00 feet; thence Northwesterly, 122.52 feet along the arc of a tangent curve to the right having a radius of 78.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'00"W., 110.31 feet); thence N.00°00'00"E., a distance of 44.71 feet; thence Northerly, 308.13 feet along the arc of a tangent curve to the right having a radius of 545.50 feet and a central angle of 32°21'50" (chord bearing N.16°10'55"E., 304.05 feet); thence N.32°21'50"E., a distance of 345.00 feet; thence Northerly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 89°59'59" (chord bearing N.12°38'10"W., 35.36 feet); thence N.57°38'10"W., a distance of 99.97 feet; thence Westerly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.77°21'50"W., 35.36 feet); thence S.32°21'50"W., a distance of 789.68 feet; thence Southwesterly, 212.04 feet along the arc of a tangent curve to the right having a radius of 259.50 feet and a central angle of 46°49'00" (chord bearing S.55°46'20"W., 206.19 feet); thence Southerly, 320.77 feet along the arc of a non-tangent curve to the left having a radius of 6513.50 feet and a central angle of 02°49'18" (chord bearing S.03°12'53"E., 320.74 feet); thence S.04°37'32"E., a distance of 101.33 feet; thence N.87°20'53"E., a distance of 68.62 feet; thence Southeasterly, 115.23 feet along the arc of a tangent curve to the right having a radius of 75.00 feet and a central angle of 88°01'35" (chord bearing S.48°38'19"E., 104.22 feet); thence S.04°37'32"E., a distance of 190.03 feet; thence Southerly, 270.89 feet along the arc of a tangent curve to the right having a radius of 2627.50 feet and a central angle of 05°54'26" (chord bearing S.01°40'19"E., 270.77 feet); thence Southwesterly, 112.52 feet along the arc of a compound curve to the right having a radius of 75.00 feet and a central angle of 85°57'35" (chord bearing S.44°15'41"W., 102.26 feet); thence S.87°14'28"W., a distance of 517.33 feet; thence N.01°29'18"W., a distance of 50.01 feet; thence Northwesterly, 38.53 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 88°17'56" (chord bearing N.48°36'34"W., 34.83 feet); thence Northerly, 3.47 feet along the arc of a reverse curve to the left having a radius of 1201.50 feet and a central angle of 00°09'56" (chord bearing N.04°32'34"W., 3.47 feet); thence N.04°37'32"W., a distance of 445.48 feet; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.40°22'28"E., 35.36 feet); thence N.04°37'32"W., a distance of 50.00 feet; thence Northwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.49°37'32"W., 35.36 feet); thence N.04°37'32"W., a distance of 65.53 feet; thence Northerly, 318.30 feet along the arc of a tangent curve to the right having a radius of 7002.00 feet and a central angle of 02°36'16" (chord bearing N.03°19'24"W., 318.27 feet); thence Northeasterly, 39.47 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 90°27'25" (chord bearing N.43°12'27"E., 35.50 feet); thence N.01°34'39"W., a distance of 59.50 feet; thence Northwesterly, 39.46 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°26'32" (chord bearing N.46°20'34"W., 35.49 feet); thence Northerly, 346.88 feet along the arc of a compound curve to the right having a radius of 7002.00 feet and a central angle of 02°50'18" (chord bearing N.00°17'51"E., 346.84 feet); thence Northeasterly, 38.52 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 88°17'00" (chord bearing N.45°51'30"E., 34.82 feet); thence N.04°03'21"E., a distance of 56.64 feet; thence Northwesterly, 40.40 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 92°35'31" (chord bearing N.43°42'15"W., 36.15 feet); thence Northerly, 225.91 feet along the arc of a compound curve to the right having a radius of 7002.00 feet and a central angle of 01°50'55" (chord bearing N.03°30'58"E., 225.90 feet); thence N.04°26'26"E., a distance of 257.10 feet; thence Northeasterly, 37.33 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 85°33'34" (chord bearing N.47°13'13"E., 33.96 feet); thence N.90°00'00"E., a distance of 8.50 feet; thence N.00°00'00"E., a distance of 59.50 feet; thence N.90°00'00"E., a distance of 498.56 feet; thence Easterly, 373.09 feet along the arc of a tangent curve to the right having a radius of 660.50 feet and a central angle of 32°21'50" (chord bearing S.73°49'05"E., 368.15 feet); thence S.57°38'10"E., a distance of 54.42 feet to the POINT OF BEGINNING.

SECTION 4

This instrument was prepared by and
upon recording should be returned to:

Alyssa Willson, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

TRUE-UP AGREEMENT

(ASSESSMENT AREA TWO, SERIES 2026 ASSESSMENTS)

THIS TRUE-UP AGREEMENT (ASSESSMENT AREA TWO, SERIES 2026 ASSESSMENTS) ("**Agreement**") is made and entered into this _____ day of _____, 2026, by and between:

WATERLIN STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2025-238, *Laws of Florida*, being situated in Osceola County, Florida, whose address is 219 East Livingston Street, Orlando, Florida 32801 ("**District**"), and

TPG AG EHC III (LEN) MULTI STATE 1, LLC, a Delaware limited liability company, a landowner within Assessment Area Two of the District, whose address is 245 Park Avenue, 26th Floor, New York, New York 10167 ("**AG Landowner**"); and

Lennar Homes, LLC, a Florida limited liability company, a landowner and builder of a portion of lands within Assessment Area Two of the District, whose address is 6675 Westwood Blvd., 5th Floor, Orlando, Florida 32821 ("**Lennar**"; and together with AG Landowner, the "**Landowners**" and collectively with the District, the "**Parties**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 2025-238, *Laws of Florida* ("**Act**") and is validly existing under the Constitution and laws of the State of Florida; and

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

WHEREAS, Landowners are the owner and/or builder of certain lands within the boundaries of the District, which lands are described in **Exhibit A** ("**Property**") which is part of the District's assessment area known as "**Assessment Area Two**"; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain portions of the District's overall "**Capital Improvement Program**" for infrastructure improvements, facilities, and services as detailed in the *Master Report of District Engineer,* dated November 2025, as supplemented by *Assessment Area Two Engineer's Report,* dated May 2026 (together, "**Engineer's Report**"); and

WHEREAS, the District intends to finance a portion of its Capital Improvement Program as described in the Engineer's Report ("**Assessment Area Two Project**" or "**Improvements**") through the anticipated issuance of Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two), in the aggregate principal amount of $_____ ("**Series 2026 Bonds**"); and

WHEREAS, pursuant to Resolutions 2026-14, 2026-15, 2026-16 and 2026-___ (collectively, "**Assessment Resolutions**"), the District has imposed special assessments ("**Series 2026 Assessments**") on the Landowner Property to secure the repayment of the Series 2026 Bonds; and

WHEREAS, Landowners agrees that all lands within Assessment Area Two, including the Property, benefit from the timely design, construction, or acquisition of the Improvements; and

WHEREAS, Landowners agree that the Series 2026 Assessments which were imposed on the Property have been validly imposed and constitute valid, legal and binding liens upon all Assessment Area Two including the Property as to which Series 2026 Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowners waive any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2026 Assessments on the Property; and

WHEREAS, the *Master Assessment Methodology for Assessment Area Two*, dated May 6, 2026, attached to Resolution 2026-16 as Exhibit B ("**Master Assessment Report**") as supplemented by the [*Preliminary] Supplemental Assessment Methodology for Assessment Area Two,* dated June 10, 2026, attached to Resolution 2026-___ as Exhibit B ("**Series 2026 Assessment Report**" and, together with the Master Assessment Report, the "**Assessment Report**") and the Assessment Resolutions provide that as the lands within Assessment Area Two are platted, site planned, or subject to declaration of condominium, the allocation of the amounts assessed to and constituting a lien upon such lands within Assessment Area Two would be calculated based upon certain density assumptions relating to the number of each type of Unit (hereinafter defined) to be allowed to be constructed on the developable acres within the District, which assumptions were provided by Landowner; and

WHEREAS, Landowners intend that Assessment Area Two will be platted, re-platted, site planned and/or a declaration of condominium recorded and developed based on then-existing market conditions, and the actual densities developed (all of the foregoing hereinafter referred to as "**Density Assignment**" and also referred to as "**Assigned Properties**" int the Assessment Report) may be at some density less than the densities assumed in the District's Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which Landowners shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the District approving the final plat, site plan or other Density Assignment for a parcel or tract, as described in the District's Assessment Report and Assessment Resolutions for the Series 2026 Bonds (which payments shall collectively be referenced as the "**True-Up Payment**"); and

WHEREAS, Landowners and the District desire to enter into an agreement to confirm Landowners' intention and obligation, if required, to make the True-Up Payment related to the Series 2026 Assessments, subject to the terms and conditions contained herein.

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

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 Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. Landowners agree that the Assessment Resolutions have been duly adopted by the District. Landowners further agree that the Series 2026 Assessments imposed as a lien by the District are legal, valid and binding 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. Landowners hereby waive and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Assessments.

SECTION 3. COVENANT TO PAY. Landowners acknowledge that all such Series 2026 Assessments have been levied and imposed by the District pursuant to the Assessment Resolutions on Assessment Area Two including assessable acres owned by the respective Landowner, whether the Series 2026 Assessments are collected by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, by the District, or by any other method allowable by law. Landowners further agree that to the extent Landowners fails to timely pay all applicable Series 2026 Assessments collected by mailed notice of the District, said unpaid Series 2026 Assessments (including True-Up Payments) 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.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

A. ***Assumptions as to Series 2026 Assessments.*** As of the Effective Date of this Agreement, Landowners have informed the District that Landowners plan to construct or provide for the construction of the specific number and type of units ("**Units**") with the **total count of 477.12 Equivalent Residential Units ("ERU") on Assessment Area Two** subject to the Series 2026 Assessments, as provided in the Series 2026 Assessment Report.

B. ***Process for Reallocation of Assessments.*** For the unplatted lands, the Series 2026 Assessments will initially be levied on equal gross acreage basis in Assessment Area Two and will be reallocated as lands receive Density Assignment. In connection with such development of acreage, the Series 2026 Assessments imposed on the acreage receiving Density Assignment will be allocated based upon the actual number and type of Units within the area on an ERU basis. In furtherance thereof, at such time as developable acreage is to receive Density Assignment, Landowners covenant that such plan of Density Assignment shall be presented to the District. The District shall allocate the Series 2026 Assessments to the Units included in the Density Assignment and the remaining developable acreage of the respective Landowners within Assessment Area Two in accordance with the District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

i. It is an express condition of the lien established by the Assessment Resolutions that at the time of approval of any and all Density Assignments containing any portion of Assessment Area Two from time to time, that such Density Assignment plan shall be presented to

the District for review, approval and allocation of the Series 2026 Assessments to the Units included therein and the remaining unplatted (or otherwise unassigned to specific Units) property in Assessment Area Two in accordance with the District's Assessment Report. Landowners covenant to comply, or cause others to comply, with this requirement for the reallocation. No further action by the Board of Supervisors shall be required. The District's review of Density Assignment plans shall be limited solely to the reallocation of Series 2026 Assessments and enforcement of the District's assessment lien. Nothing herein shall in any way operate to or be construed as providing any other Density Assignment plan approval or disapproval powers to the District.

ii. As the acreage within the District is developed, it will receive Density Assignment. At such time(s) as a Density Assignment is presented to the District (each such date being a "**True-Up Date**"), the District shall determine if the debt per gross acre remaining on the unplatted land is greater than the debt per gross acre of such land at the initial time of imposition of the Series 2026 Assessments, and, if it is, a True-Up Payment in the amount of such excess shall become due and payable by the applicable Landowner or its successors or assigns, as applicable, in that tax year in accordance with the Assessment Report, in addition to the regular assessment installment payable for lands owned by the Landowner. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, the Landowners agrees that to the extent such payments are the obligation of such Landowner, such payments shall be made in order to ensure the District's timely payments of the debt service obligations on the Series 2026 Bonds. The District shall record all True-Up Payments in its Improvement Lien Book.

iii. The foregoing is based on the District's understanding with the Landowners that the Landowners may plat at least _____ ERUs on the developable acres within the Property to absorb the allocation of the Series 2026 Assessments. However, the District agrees that nothing herein prohibits more or less than ___ ERUs from being platted. In no event shall the District collect Series 2026 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Assessment Area Two Project, including all costs of financing and interest. The District, however, may collect Series 2026 Assessments in excess of the annual debt service related to the Assessment Area Two Project, including all costs of financing and interest, which shall be applied to prepay the Series 2026 Bonds. If the strict application of the true-up methodology to any reallocation for any Density Assignment pursuant to this Agreement would result in Series 2026 Assessments collected in excess of the District's total debt service obligation for the Assessment Area Two Project, the District agrees to take appropriate action by resolution to equitably reallocate the Series 2026 Assessments.

iv. All Series 2026 Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made.

SECTION 5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to abide by the requirements of the reallocation of Series 2026 Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by any party under this Agreement shall entitle any other party to all remedies available at law or in equity, excluding consequential and punitive damages.

SECTION 6. RECOVERY OF COSTS AND FEES. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 7. NOTICE. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or hand delivered to the Parties, as follows:

A. If to the District: Waterlin Stewardship District
219 East Livingston Street
Orlando, Florida, 33614
Attn: District Manager

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

B. If to Landowner: TPG AG EHC III (LEN) MULTI STATE 1, LLC
245 Park Avenue, 26th Floor
New York, New York 10167

With a copy to: TPC AG EHC III (LEN) MULTI STATE 1, LLC Counsel
Lewis, Longman & Walker, P.A.
360 South Rosemary Ave., Ste. # 1100
West Palm Beach, FL 33401
Attn: William Capko

and: Lennar Homes, LLC
6675 Westwood Blvd., 5th Floor
Orlando, FL 32821
Attn: Brian Cipollone

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which

Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 8. ASSIGNMENT.

A. ***Agreement Runs with the Land***. Landowners may not assign its True-Up obligations under this Agreement except in accordance with the terms of Section 8(C) below. This Agreement shall constitute a covenant running with title to Assessment Area Two, binding upon Landowners and each of its successors and assigns as to Assessment Area Two or portions thereof, and any transferee of any portion of Assessment Area Two, but shall not be binding upon transferees permitted by Sections 8(B)(i), (ii) or (iii) below.

B. ***Exceptions***. Landowner shall not transfer any portion of Assessment Area Two to any third party without complying with the terms of Section 8(C) below, other than:

i. Platted and fully-developed lots to homebuilders restricted from replatting.

ii. Platted and fully-developed lots or completed homes to end users.

iii. Portions of Assessment Area Two with approved Density Assignment (such as a site plan or other County-approved development approval demonstrating final Density Assignment) to unrelated third parties).

iv. Portions of Assessment Area Two exempt from assessments to the County, the District, other governmental agencies or a homeowner's association created to serve any portion of the Assessment Area Two Project.

Any transfer of any portion of Assessment Area Two pursuant to subsections (i), (ii) or (iii) of this Section 8(B) shall constitute an automatic release of such portion of Assessment Area Two from the scope and effect of this Agreement.

C. ***Transfer Conditions***. Landowners shall not transfer any portion of Assessment Area Two to any third party, except as permitted by Sections 8(B)(i), (ii), (iii) or (iv) above, without satisfying the following conditions ("**Transfer Conditions**"): either (i) satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager as a condition to such transfer; or (ii) causing such third party to assume in writing Landowner's True-Up obligation under this Agreement, as applicable to the transferred portion of Assessment Area Two, which assumption shall be recorded in the Official Records of Osceola County. The transferee assuming Landowner's True-Up obligation in accordance herewith shall be deemed the "Landowner" from and after such transfer for all purposes as to such portion of Assessment Area Two so transferred**.** Any transfer that is consummated pursuant to this Section 8(C) shall operate as a release of Landowner from its obligations under this Agreement as to

such portion of Assessment Area Two only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection (i) or assumption of such obligations by the transferee under subsection (ii) above.

D. ***General.*** Except as provided in this Section 8, no party may assign its rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party, whose consent shall not be unreasonably withheld. Except as provided in this Section 8, any purported assignment by either party absent the prior written consent of the other party as required by this section shall be void and unenforceable.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party, provided, however, that this Agreement may not be terminated without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 12. BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing or anything else herein to the contrary, the Trustee for the Series 2026 Bonds, on behalf of the owners of the Series 2026 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Agreement, or the District is otherwise in default under the Indenture, the Trustee shall have the right to enforce the District's rights hereunder directly. The Trustee shall not be deemed to have assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida.

SECTION 15. PUBLIC RECORDS. The Landowners understand and agree that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowners have complied with all the requirements of law; and both the District and the Landowners have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement

SECTION 20. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

WATERLIN STEWARDSHIP DISTRICT

_____
Print Name: _____

_____
Mike Liquori
Chairperson, Board of Supervisors

Address:

_____
Street

_____
City, State, Zip

_____
Print Name: _____

Address:

_____
Street

_____
City, State, Zip

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by Mike Liquori, as Chairperson of the Board of Supervisors of the Waterlin Stewardship District, for and on behalf of the District. He is [__] personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

WITNESSES:

TPG AG EHC III (LEN) MULTI STATE 1, LLC,
a Delaware limited liability company

By: Essential Housing Asset Management, LLC
Its: Authorized Agent

_____
Print Name: _____

By:_____
Name: _____
Title: _____

Address:
_____
Street
_____
City, State, Zip

_____
Print Name: _____

Address:
_____
Street
_____
City, State, Zip

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by _____, as _____ of Essential Housing Asset Management, LLC, as Authorized Agent of TPG AG EHC III (LEN) MULTI STATE 1, LLC, a Delaware limited liability company, on its behalf. He/She is [__] personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

WITNESSES:

LENNAR HOMES, LLC
a Florida limited liability company

_____
Print Name: _____

By:_____
Name: _____
Title: _____

Address:
_____
Street
_____
City, State, Zip

_____
Print Name: _____

Address:
_____
Street
_____
City, State, Zip

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by _____, as _____ of _____, a _____, on its behalf. He/She is [__] personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

Exhibit A: Legal Description

Exhibit A

Legal Description

A parcel of land lying in The Seminole Land and Investment Company's Subdivision of Section 11, Township 27 South, Range 30 East, as recorded in Plat Book B, Page 40 and The Seminole Land and Investment Company's Subdivision of Section 14, Township 27 South, Range 30 East, as recorded in Plat Book B, Page 38, public records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East; thence run S.89°50'07" W along the North line of the Northeast 1/4 of said Section 14, a distance of 2239.41 feet to the POINT OF BEGINNING; thence departing said North line, run S.57°38'10"E., a distance of 945.07 feet; thence S.00°10'49"E., a distance of 74.56 feet; thence Southwesterly, 26.17 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 59°59'09" (chord bearing S.62°21'25"W., 24.99 feet); thence S.32°21'50"W., a distance of 146.30 feet; thence S.57°23'32"E., a distance of 120.00 feet; thence S.32°21'50"W., a distance of 134.49 feet; thence S.00°15'59"W., a distance of 300.84 feet; thence N.90°00'00"E., a distance of 74.69 feet; thence S.00°10'49"E., a distance of 170.00 feet; thence N.90°00'00"W., a distance of 522.38 feet; thence N.00°00'00"E., a distance of 151.57 feet; thence Northerly, 46.31 feet along the arc of a non-tangent curve to the right having a radius of 75.00 feet and a central angle of 35°22'52" (chord bearing N.17°41'26"W., 45.58 feet); thence N.00°00'00"E., a distance of 187.00 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'00"W., 35.36 feet); thence N.90°00'00"W., a distance of 192.00 feet; thence Northwesterly, 122.52 feet along the arc of a tangent curve to the right having a radius of 78.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'00"W., 110.31 feet); thence N.00°00'00"E., a distance of 44.71 feet; thence Northerly, 308.13 feet along the arc of a tangent curve to the right having a radius of 545.50 feet and a central angle of 32°21'50" (chord bearing N.16°10'55"E., 304.05 feet); thence N.32°21'50"E., a distance of 345.00 feet; thence Northerly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 89°59'59" (chord bearing N.12°38'10"W., 35.36 feet); thence N.57°38'10"W., a distance of 99.97 feet; thence Westerly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.77°21'50"W., 35.36 feet); thence S.32°21'50"W., a distance of 789.68 feet; thence Southwesterly, 212.04 feet along the arc of a tangent curve to the right having a radius of 259.50 feet and a central angle of 46°49'00" (chord bearing S.55°46'20"W., 206.19 feet); thence Southerly, 320.77 feet along the arc of a non-tangent curve to the left having a radius of 6513.50 feet and a central angle of 02°49'18" (chord bearing S.03°12'53"E., 320.74 feet); thence S.04°37'32"E., a distance of 101.33 feet; thence N.87°20'53"E., a distance of 68.62 feet; thence Southeasterly, 115.23 feet along the arc of a tangent curve to the right having a radius of 75.00 feet and a central angle of 88°01'35" (chord bearing S.48°38'19"E., 104.22 feet); thence S.04°37'32"E., a distance of 190.03 feet; thence Southerly, 270.89 feet along the arc of a tangent curve to the right having a radius of 2627.50 feet and a central angle of 05°54'26" (chord bearing S.01°40'19"E., 270.77 feet); thence Southwesterly, 112.52 feet along the arc of a compound curve to the right having a radius of 75.00 feet and a central angle of 85°57'35" (chord bearing S.44°15'41"W., 102.26 feet); thence S.87°14'28"W., a distance of 517.33 feet; thence N.01°29'18"W., a distance of 50.01 feet; thence Northwesterly, 38.53 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 88°17'56" (chord bearing N.48°36'34"W., 34.83 feet); thence Northerly, 3.47 feet along the arc of a reverse curve to the left having a radius of 1201.50 feet and a central angle of 00°09'56" (chord bearing N.04°32'34"W., 3.47 feet); thence N.04°37'32"W., a distance of 445.48 feet; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.40°22'28"E., 35.36 feet); thence N.04°37'32"W., a distance of 50.00 feet; thence Northwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.49°37'32"W., 35.36 feet); thence N.04°37'32"W., a distance of 65.53 feet; thence Northerly, 318.30 feet along the arc of a tangent curve to the right having a radius of 7002.00 feet and a central angle of 02°36'16" (chord bearing N.03°19'24"W., 318.27 feet); thence Northeasterly, 39.47 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 90°27'25" (chord bearing N.43°12'27"E., 35.50 feet); thence N.01°34'39"W., a distance of 59.50 feet; thence Northwesterly, 39.46 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°26'32" (chord bearing N.46°20'34"W., 35.49 feet); thence Northerly, 346.88 feet along the arc of a compound curve to the right having a radius of 7002.00 feet and a central angle of 02°50'18" (chord bearing N.00°17'51"E., 346.84 feet); thence Northeasterly, 38.52 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 88°17'00" (chord bearing N.45°51'30"E., 34.82 feet); thence N.04°03'21"E.,

a distance of 56.64 feet; thence Northwesterly, 40.40 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 92°35'31" (chord bearing N.43°42'15"W., 36.15 feet); thence Northerly, 225.91 feet along the arc of a compound curve to the right having a radius of 7002.00 feet and a central angle of 01°50'55" (chord bearing N.03°30'58"E., 225.90 feet); thence N.04°26'26"E., a distance of 257.10 feet; thence Northeasterly, 37.33 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 85°33'34" (chord bearing N.47°13'13"E., 33.96 feet); thence N.90°00'00"E., a distance of 8.50 feet; thence N.00°00'00"E., a distance of 59.50 feet; thence N.90°00'00"E., a distance of 498.56 feet; thence Easterly, 373.09 feet along the arc of a tangent curve to the right having a radius of 660.50 feet and a central angle of 32°21'50" (chord bearing S.73°49'05"E., 368.15 feet); thence S.57°38'10"E., a distance of 54.42 feet to the POINT OF BEGINNING.

SECTION 5

This instrument was prepared by and
upon recording should be returned to:

Alyssa Willson, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

TRUE-UP AGREEMENT

(REMAINDER OF ASSESSMENT AREA TWO, SERIES 2026 ASSESSMENTS)

THIS TRUE-UP AGREEMENT (REMAINDER OF ASSESSMENT AREA TWO, SERIES 2026 ASSESSMENTS) ("**Agreement**") is made and entered into this _____ day of _____, 2026, by and between:

WATERLIN STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2025-238, *Laws of Florida*, being situated in Osceola County, Florida, whose address is 219 East Livingston Street, Orlando, Florida 32801 ("**District**"), and

WS-GIR, LLC, a Delaware limited liability company, the primary landowner and master developer of lands within the boundaries of the District, whose address is 660 Steamboat Road, 3rd Floor, Greenwich, Connecticut, 06830 ("**Landowner**"; and together with the District, the "**Parties**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 2025-238, *Laws of Florida* ("**Act**") and is validly existing under the Constitution and laws of the State of Florida; and

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

WHEREAS, Landowner is the owner and primary developer of certain lands within the boundaries of the District, which lands are described in **Exhibit A** ("**Property**") which is part of the District's assessment area known as "**Assessment Area Two**"; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain portions of the District's overall "**Capital Improvement Program**" for infrastructure improvements, facilities, and services as detailed in the *Master Report of District Engineer,* dated November 2025, as supplemented by *Assessment Area Two Engineer's Report,* dated May 2026 (together, "**Engineer's Report**"); and

WHEREAS, the District intends to finance a portion of its Capital Improvement Program as described in the Engineer's Report ("**Assessment Area Two Project**" or "**Improvements**") through the anticipated issuance of Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two), in the aggregate principal amount of $_____ ("**Series 2026 Bonds**"); and

WHEREAS, pursuant to Resolutions 2026-14, 2026-15, 2026-16 and 2026-___ (collectively, "**Assessment Resolutions**"), the District has imposed special assessments ("**Series 2026 Assessments**") on the Property to secure the repayment of the Series 2026 Bonds; and

WHEREAS, Landowner agrees that all lands within Assessment Area Two, including the Property, benefit from the timely design, construction, or acquisition of the Improvements; and

WHEREAS, Landowner agrees that the Series 2026 Assessments which were imposed on the Property have been validly imposed and constitute valid, legal and binding liens upon all Assessment Area Two including the Property as to which Series 2026 Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2026 Assessments on the Property; and

WHEREAS, the *Master Assessment Methodology for Assessment Area Two*, dated May 6, 2026, attached to Resolution 2026-16 as Exhibit B ("**Master Assessment Report**") as supplemented by the [*Preliminary] Supplemental Assessment Methodology for Assessment Area Two,* dated June 10, 2026, attached to Resolution 2026-___ as Exhibit B ("**Series 2026 Assessment Report**" and, together with the Master Assessment Report, the "**Assessment Report**") and the Assessment Resolutions provide that as the lands within Assessment Area Two are platted, site planned, or subject to declaration of condominium, the allocation of the amounts assessed to and constituting a lien upon such lands within Assessment Area Two would be calculated based upon certain density assumptions relating to the number of each type of Unit (hereinafter defined) to be allowed to be constructed on the developable acres within the District, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that Assessment Area Two will be platted, re-platted, site planned, and/or a declaration of condominium recorded and developed based on then-existing market conditions, and the actual densities developed (all of the foregoing hereinafter referred to as "**Density Assignment**" and also referred to as "**Assigned Properties**" in the Assessment Report) may be at some density less than the densities assumed in the District's Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the District approving the final plat, site plan or other Density Assignment for a parcel or tract, as described in the District's Assessment Report and Assessment Resolutions for the Series 2026 Bonds (which payments shall collectively be referenced as the "**True-Up Payment**"); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make the True-Up Payment related to the Series 2026 Assessments, subject to the terms and conditions contained herein.

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

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 Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Series 2026 Assessments imposed as a lien by the District are legal, valid and binding 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. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Assessments.

SECTION 3. COVENANT TO PAY. Landowner acknowledges that all such Series 2026 Assessments have been levied and imposed by the District pursuant to the Assessment Resolutions on Assessment Area Two including assessable acres owned by Landowner, whether the Series 2026 Assessments are collected by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, by the District, or by any other method allowable by law. Landowner further agrees that to the extent Landowner fails to timely pay all Series 2026 Assessments collected by mailed notice of the District, said unpaid Series 2026 Assessments (including True-Up Payments) 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.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

A. ***Assumptions as to Series 2026 Assessments.*** As of the Effective Date of this Agreement, Landowner has informed the District that Landowner plans to construct or provide for the construction of the specific number and type of units ("**Units**") with the **total count of 477.12 Equivalent Residential Units ("ERU") on Assessment Area Two** subject to the Series 2026 Assessments, as provided in Table 1 of the Series 2026 Assessment Report.

B. ***Process for Reallocation of Assessments.*** For the unplatted lands, the Series 2026 Assessments will initially be levied on equal gross acreage basis in Assessment Area Two and will be reallocated as lands receive Density Assignment. In connection with such development of acreage, the Series 2026 Assessments imposed on the acreage receiving Density Assignment will be allocated based upon the actual number and type of Units within the area on an ERU basis. In furtherance thereof, at such time as developable acreage is to receive Density Assignment, Landowner covenants that such plan of Density Assignment shall be presented to the District. The District shall allocate the Series 2026 Assessments to the Units included in the Density Assignment and the remaining developable acreage of the Landowner within Assessment Area Two in accordance with the District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

i. It is an express condition of the lien established by the Assessment Resolutions that at the time of approval of any and all Density Assignments containing any portion of Assessment Area Two from time to time, that such Density Assignment plan shall be presented to the District for review, approval and allocation of the Series 2026 Assessments to the Units included therein and the remaining unplatted (or otherwise unassigned to specific Units) property in Assessment Area Two in accordance with the District's Assessment Report. Landowner covenants to comply, or cause others to comply, with this requirement for the reallocation. No further action by the Board of Supervisors shall be required. The District's review of Density Assignment plans shall be limited solely to the reallocation of Series 2026 Assessments and

enforcement of the District's assessment lien. Nothing herein shall in any way operate to or be construed as providing any other Density Assignment plan approval or disapproval powers to the District.

ii. As the acreage within the District is developed, it will receive Density Assignment. At such time(s) as a Density Assignment is presented to the District (each such date being a "**True-Up Date**"), the District shall determine if the debt per gross acre remaining on the unplatted land is greater than the debt per gross acre of such land at the initial time of imposition of the Series 2026 Assessments, and, if it is, a True-Up Payment in the amount of such excess shall become due and payable by the Landowner or its successors or assigns, as applicable, in that tax year in accordance with the Assessment Report, in addition to the regular assessment installment payable for lands owned by the Landowner. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, the Landowner agrees that to the extent such payments are the obligation of such Landowner, such payments shall be made in order to ensure the District's timely payments of the debt service obligations on the Series 2026 Bonds. The District shall record all True-Up Payments in its Improvement Lien Book.

iii. The foregoing is based on the District's understanding with the Landowner that the Landowner may plat at least _____ ERUs on the developable acres within the Property to absorb the allocation of the Series 2026 Assessments. However, the District agrees that nothing herein prohibits more or less than ___ ERUs from being platted. In no event shall the District collect Series 2026 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Assessment Area Two Project, including all costs of financing and interest. The District, however, may collect Series 2026 Assessments in excess of the annual debt service related to the Assessment Area Two Project, including all costs of financing and interest, which shall be applied to prepay the Series 2026 Bonds. If the strict application of the true-up methodology to any reallocation for any Density Assignment pursuant to this Agreement would result in Series 2026 Assessments collected in excess of the District's total debt service obligation for the Assessment Area Two Project, the District agrees to take appropriate action by resolution to equitably reallocate the Series 2026 Assessments.

iv. All Series 2026 Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made.

SECTION 5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to abide by the requirements of the reallocation of Series 2026 Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by any party under this Agreement shall entitle any other party to all remedies available at law or in equity, excluding consequential and punitive damages.

SECTION 6. RECOVERY OF COSTS AND FEES. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 7. NOTICE. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or hand delivered to the Parties, as follows:

A. If to the District: Waterlin Stewardship District
219 East Livingston Street
Orlando, Florida, 33614
Attn: District Manager

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

B. If to Landowner: WS-GIR, LLC
c/o WS GIR Holdings, LLC
660 Steamboat Road, 3rd Floor
Greenwich, Connecticut, 06830
Attn: Reed Berlinsky

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 8. ASSIGNMENT.

A. ***Agreement Runs with the Land***. Landowner may not assign its True-Up obligations under this Agreement except in accordance with the terms of Section 8(C) below. This Agreement shall constitute a covenant running with title to Assessment Area Two, binding upon Landowner and its successors and assigns as to Assessment Area Two or portions thereof, and any transferee of any portion of Assessment Area Two, but shall not be binding upon transferees permitted by Sections 8(B)(i), (ii), (iii) or (iv) below.

B. ***Exceptions***. Landowner shall not transfer any portion of Assessment Area Two to any third party without complying with the terms of Section 8(C) below, other than:

i. Platted and fully-developed lots to homebuilders restricted from replatting.

ii. Platted and fully-developed lots or completed homes to end users.

iii. Portions of Assessment Area Two with approved Density Assignment (such as a site plan or other County-approved development approval demonstrating final Density Assignment) to unrelated third parties.

iv. Portions of Assessment Area Two exempt from assessments to the County, the District, other governmental agencies or a homeowner's association created to serve any portion of the Assessment Area Two Project.

Any transfer of any portion of Assessment Area Two pursuant to subsections (i), (ii) or (iii) of this Section 8(B) shall constitute an automatic release of such portion of Assessment Area Two from the scope and effect of this Agreement.

C. ***Transfer Conditions***. Landowner shall not transfer any portion of Assessment Area Two to any third party, except as permitted by Sections 8(B)(i), (ii), (iii) or (iv) above, without satisfying the following conditions ("**Transfer Conditions**"): either (i) satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager as a condition to such transfer; or (ii) causing such third party to assume in writing Landowner's True-Up obligation under this Agreement, as applicable to the transferred portion of Assessment Area Two, which assumption shall be recorded in the Official Records of Osceola County. The transferee assuming Landowner's True-Up obligation in accordance herewith shall be deemed the "Landowner" from and after such transfer for all purposes as to such portion of Assessment Area Two so transferred**.** Any transfer that is consummated pursuant to this Section 8(C) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of Assessment Area Two only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection (i) or assumption of such obligations by the transferee under subsection (ii) above.

D. ***General.*** Except as provided in this Section 8, no party may assign its rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party, whose consent shall not be unreasonably withheld. Except as provided in this Section 8, any purported assignment by either party absent the prior written consent of the other party as required by this section shall be void and unenforceable.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party, provided, however, that this Agreement may not be terminated

without the prior written consent of the Trustee and the Bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 12. BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing or anything else herein to the contrary, the Trustee for the Series 2026 Bonds, on behalf of the owners of the Series 2026 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Agreement, or the District is otherwise in default under the Indenture, the Trustee shall have the right to enforce the District's rights hereunder directly. The Trustee shall not be deemed to have assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida.

SECTION 15. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have

complied with all the requirements of law; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement

SECTION 20. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

WATERLIN STEWARDSHIP DISTRICT

_____
Print Name: _____

_____
Mike Liquori
Chairperson, Board of Supervisors

Address:

_____
Street

_____
City, State, Zip

_____
Print Name: _____

Address:

_____
Street

_____
City, State, Zip

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by Mike Liquori, as Chairperson of the Board of Supervisors of the Waterlin Stewardship District, for and on behalf of the District. He is [__] personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

WITNESSES:

WS-GIR, LLC,
a Delaware limited liability company

By: WS GIR Holdings, LLC
Its: Member

_____
Print Name: _____

By:_____
Name: Reed Berlinsky
Title: Authorized Signatory

Address:

_____
Street

_____
City, State, Zip

_____
Print Name: _____

Address:

_____
Street

_____
City, State, Zip

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by Reed Berlinsky, as Authorized Signatory of WS GIR Holdings, LLC, a Member of WS-GIR, LLC, on its behalf. He is [__] personally known to me or [__] produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

Exhibit A: Legal Description

Exhibit A

Legal Description

CCN-1, PHASE 1

DESCRIPTION:
A parcel of The Seminole Land and Investment Company's Subdivision of Section 11, Township 27 South, Range 30 East, according to the map or plat thereof, recorded in Plat Book B, Page 40, and a portion of The Seminole Land and Investment Company's Subdivision of Section 14, Township 27 South, Range 30 East, according to the map or plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East, run thence along the North boundary of the Northeast 1/4 thereof, S.89°50'07"W., a distance of 1442.74 feet for a **POINT OF BEGINNING**; thence departing said North boundary, S.00°10'43"E., a distance of 381.88 feet; thence S.45°19'13"E., a distance of 207.66 feet to the North boundary of the lands described in Official Records Book 471, Page 774 of said Public Records; thence along said North boundary and West boundary thereof the following two (2) courses: 1) S.89°40'24"W., a distance of 147.20 feet; 2) S.00°11'28"E., a distance of 1553.27 feet; thence departing said West boundary, S.72°57'23"W., a distance of 1653.57 feet; thence N.68°10'33"W., a distance of 226.87 feet; thence Northerly, 465.32 feet along the arc of a non-tangent curve to the left having a radius of 1201.50 feet and a central angle of 22°11'23" (chord bearing N.11°25'28"E., 462.42 feet); thence N.89°40'14"W., a distance of 105.00 feet; thence Northerly, 94.83 feet along the arc of a non-tangent curve to the left having a radius of 1096.50 feet and a central angle of 04°57'18" (chord bearing N.02°08'53"W., 94.80 feet); thence N.04°37'32"W., a distance of 139.64 feet; thence S.89°57'41"W., a distance of 622.24 feet; thence N.00°09'37"E., a distance of 1863.90 feet; thence N.90°00'00"E., a distance of 571.18 feet; thence Southeasterly, 41.21 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 94°26'26" (chord bearing S.42°46'47"E., 36.70 feet); thence S.85°33'34"E., a distance of 105.00 feet; thence N.04°26'26"E., a distance of 13.04 feet; thence Northeasterly, 37.33 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 85°33'34" (chord bearing N.47°13'13"E., 33.96 feet); thence N.90°00'00"E., a distance of 8.50 feet; thence N.00°00'00"E., a distance of 59.50 feet; thence N.90°00'00"E., a distance of 498.56 feet; thence Easterly, 268.76 feet along the arc of a tangent curve to the right having a radius of 660.50 feet and a central angle of 23°18'49" (chord bearing S.78°20'35"E., 266.91 feet); thence Easterly, 38.56 feet along the arc of a reverse curve to the left having a radius of 30.00 feet and a central angle of 73°38'09" (chord bearing N.76°29'45"E., 35.96 feet); thence N.39°40'40"E., a distance of 390.07 feet; thence S.59°26'57"E., a distance of 755.69 feet to the **POINT OF BEGINNING**.

Containing 130.314 acres, more or less.

LESS AND EXCEPT:
Lot 29 of The Seminole Land and Investment Company's Subdivision of Section 14, Township 27 South, Range 30 East, according to the map or plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East, run thence along the North boundary of the Northeast 1/4 thereof, S.89°50'07"W., a distance of 2646.81 feet to the North 1/4 corner of said Section 14; thence along the West boundary of said Northeast 1/4, S.00°11'42"E., a distance of 990.42 feet; thence N.89°53'18"E., a distance of 17.50 feet for a **POINT OF BEGINNING**; thence N.89°53'18"E., a distance of 643.76 feet; thence S.00°10'10"E., a distance of 330.34 feet; thence S.89°54'21"W., a distance of 643.61 feet; thence N.00°11'42"W., a distance of 330.14 feet to the **POINT OF BEGINNING**.

Containing 4.880 acres, more or less.

Containing a net acreage of 125.434 acres, more or less.

CCN-4, PHASE 1

DESCRIPTION:

A portion of The Seminole Land and Investment Company's Subdivision of Section 13, Township 27 South, Range 30 East, according to the map or plat thereof, recorded in Plat Book B, Page 41, and a portion of The Seminole Land and Investment Company's Subdivision of Section 14, Township 27 South, Range 30 East, according to the map or plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East, run thence along the East boundary of the Northeast 1/4 thereof, S.00°05'35"E., a distance of 661.91 feet to a point on the Westerly extension of the South boundary of the lands described in Official Records Book 1113, Page 945, of said Public Records ; thence along said Westerly extension and South boundary, N.89°58'38E., a distance of 165.81 feet for a **POINT OF BEGINNING**; thence continue along said South boundary, N.89°58'38"E., a distance of 517.95 feet to a point on the West boundary of the lands described in Official Records Book 2333, Page 2868; thence along said West boundary and the South boundary thereof the following two (2) courses: 1) S.00°10'50"E., a distance of 329.61 feet; 2) N.89°51'28"E., a distance of 2118.05 feet to the Westerly Right-of-way of Canoe Creek Road; thence along said Westerly Right-of-way, S.00°20'08"E., a distance of 2239.93 feet; thence N.63°57'37"W., a distance of 649.10 feet; thence N.00°00'00"E., a distance of 70.00 feet; thence N.90°00'00"W., a distance of 30.00 feet; thence Northwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'00"W., 35.36 feet); thence N.90°00'00"W., a distance of 140.40 feet; thence Westerly, 62.67 feet along the arc of a tangent curve to the left having a radius of 2447.50 feet and a central angle of 01°28'02" (chord bearing S.89°15'59"W., 62.67 feet); thence Southwesterly, 40.38 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 92°32'27" (chord bearing S.42°15'45"W., 36.13 feet); thence S.85°59'31"W., a distance of 50.00 feet; thence N.04°00'29"W., a distance of 2.37 feet; thence Northwesterly, 39.19 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 89°49'31" (chord bearing N.48°55'14"W., 35.30 feet); thence Westerly, 279.57 feet along the arc of a compound curve to the left having a radius of 2447.50 feet and a central angle of 06°32'41" (chord bearing S.82°53'40"W., 279.42 feet); thence Southwesterly, 132.90 feet along the arc of a compound curve to the left having a radius of 80.00 feet and a central angle of 95°10'59" (chord bearing S.32°01'50"W., 118.14 feet); thence S.15°33'40"E., a distance of 362.37 feet; thence Southerly, 102.46 feet along the arc of a tangent curve to the right having a radius of 1202.50 feet and a central angle of 04°52'56" (chord bearing S.13°07'12"E., 102.43 feet); thence Southeasterly, 38.25 feet along the arc of a reverse curve to the left having a radius of 25.00 feet and a central angle of 87°39'56" (chord bearing S.54°30'42"E., 34.63 feet); thence S.08°20'40"E., a distance of 50.00 feet; thence Southwesterly, 38.25 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 87°39'56" (chord bearing S.37°49'22"W., 34.63 feet); thence S.00°00'00"E., a distance of 0.00 feet; thence S.05°36'34"E., a distance of 16.81 feet; thence S.84°47'27"W., a distance of 105.00 feet; thence S.06°51'16"E., a distance of 104.93 feet; thence S.48°08'50"W., a distance of 47.48 feet; thence S.57°15'32"W., a distance of 85.92 feet; thence S.65°29'51"W., a distance of 1311.01 feet; thence N.90°00'00"W., a distance of 85.17 feet; thence N.00°00'00"E., a distance of 670.66 feet; thence N.00°00'27"W., a distance of 78.00 feet; thence N.00°01'50"W., a distance of 100.00 feet; thence N.89°58'26"E., a distance of 120.00 feet; thence N.00°01'34"W., a distance of 95.00 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°01'34"W.,

35.36 feet); thence N.00°01'34"W., a distance of 50.00 feet; thence S.89°58'26"W., a distance of 267.32 feet; thence Westerly, 137.15 feet along the arc of a tangent curve to the left having a radius of 450.00 feet and a central angle of 17°27'45" (chord bearing S.81°14'34"W., 136.62 feet); thence Northwesterly, 36.45 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 83°31'59" (chord bearing N.65°43'19"W., 33.30 feet); thence N.23°57'19"W., a distance of 75.66 feet; thence Northerly, 138.32 feet along the arc of a tangent curve to the right having a radius of 596.50 feet and a central angle of 13°17'10" (chord bearing N.17°18'44"W., 138.01 feet); thence N.10°40'10"W., a distance of 21.05 feet; thence S.79°19'50"W., a distance of 53.01 feet; thence Northwesterly, 39.78 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 91°10'16" (chord bearing N.56°15'18"W., 35.71 feet); thence Westerly, 25.54 feet along the arc of a compound curve to the left having a radius of 2447.50 feet and a central angle of 00°35'53" (chord bearing S.77°51'38"W., 25.54 feet); thence S.77°33'41"W., a distance of 234.20 feet; thence S.12°25'28"E., a distance of 91.44 feet; thence S.34°28'04"W., a distance of 653.71 feet; thence Southeasterly, 315.15 feet along the arc of a non-tangent curve to the left having a radius of 170.00 feet and a central angle of 106°13'04" (chord bearing S.22°03'47"E., 271.92 feet); thence S.00°00'00"E., a distance of 307.01 feet; thence N.90°00'00"W., a distance of 679.67 feet; thence N.19°09'37"W., a distance of 1717.62 feet; thence N.70°33'33"E., a distance of 32.74 feet; thence S.39°13'42"E., a distance of 40.41 feet; thence S.61°33'53"E., a distance of 237.98 feet; thence S.86°31'42"E., a distance of 101.28 feet; thence S.58°47'25"E., a distance of 98.19 feet; thence N.43°43'10"E., a distance of 176.09 feet; thence S.46°16'50"E., a distance of 73.45 feet; thence S.00°04'37"E., a distance of 279.01 feet; thence N.90°00'00"E., a distance of 94.97 feet; thence Northeasterly, 39.30 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°04'37" (chord bearing N.44°57'42"E., 35.38 feet); thence S.89°55'55"E., a distance of 56.50 feet; thence Southeasterly, 39.24 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 89°55'23" (chord bearing S.45°02'18"E., 35.33 feet); thence N.90°00'00"E., a distance of 100.20 feet; thence Easterly, 200.16 feet along the arc of a tangent curve to the left having a radius of 2447.50 feet and a central angle of 04°09'46" (chord bearing N.87°55'07"E., 177.78 feet); thence Northeasterly, 40.90 feet along the arc of a non-tangent curve to the left having a radius of 25.04 feet and a central angle of 93°34'52" (chord bearing N.39°00'31"E., 36.50 feet); thence N.84°39'17"E., a distance of 50.00 feet; thence S.05°20'43"E., a distance of 1.10 feet; thence Southeasterly, 39.79 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 91°10'58" (chord bearing S.50°56'12"E., 35.72 feet); thence Easterly, 200.63 feet along the arc of a compound curve to the left having a radius of 2447.50 feet and a central angle of 04°41'48" (chord bearing N.81°07'25"E., 200.58 feet); thence Northeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.22 feet and a central angle of 95°52'35" (chord bearing N.30°38'01"E., 37.44 feet); thence N.78°14'14"E., a distance of 50.00 feet; thence Southeasterly, 41.60 feet along the arc of a non-tangent curve to the left having a radius of 25.11 feet and a central angle of 94°54'44" (chord bearing S.54°52'22"E., 37.00 feet); thence N.77°38'59"E., a distance of 179.58 feet; thence N.76°02'36"E., a distance of 10.45 feet; thence Northeasterly, 39.05 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 89°29'24" (chord bearing N.32°48'53"E., 35.20 feet); thence N.78°35'22"E., a distance of 50.00 feet; thence Southeasterly, 38.85 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 89°02'26" (chord bearing S.55°55'03"E., 35.06 feet); thence Easterly, 463.84 feet along the arc of a reverse curve to the right having a radius of 2552.50 feet and a central angle of 10°24'42" (chord bearing N.84°46'05"E., 463.20 feet); thence N.89°58'26"E., a distance of 88.96 feet; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.44°58'26"E., 35.36 feet); thence N.00°01'34"W., a distance of 50.00 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°01'34"W., 35.36 feet); thence N.00°01'34"W., a distance of 50.00 feet; thence Northeasterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.44°58'26"E., 35.36 feet); thence N.00°01'34"W., a distance of 95.00 feet; thence S.89°58'26"W., a distance of 120.00 feet; thence S.89°58'26"W., a distance of 311.40 feet; thence Westerly, 98.99 feet

along the arc of a tangent curve to the left having a radius of 570.00 feet and a central angle of 09°57'00" (chord bearing S.84°59'56"W., 98.86 feet); thence S.80°01'26"W., a distance of 40.07 feet; thence Northwesterly, 51.42 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 98°12'21" (chord bearing N.50°52'24"W., 45.35 feet); thence Northerly, 17.45 feet along the arc of a compound curve to the right having a radius of 590.50 feet and a central angle of 01°41'36" (chord bearing N.00°55'25"W., 17.45 feet); thence N.00°04'37"W., a distance of 251.95 feet; thence N.00°04'37"W., a distance of 70.00 feet; thence N.00°04'37"W., a distance of 179.32 feet to a point on the South boundary of the lands described in Official Records Book 471, Page 774 of said Public Records; thence along said South boundary and East boundary thereof the following three (3) courses: 1) N.89°48'46"E., a distance of 294.71 feet; 2) N.89°56'39"E., a distance of 170.05 feet; 3) N.00°12'57"W., a distance of 1419.44 feet to the **POINT OF BEGINNING**.

Containing 196.097 acres, more or less.

LESS AND EXCEPT:

Lot 54 and a portion of Lot 59 of The Seminole Land and Investment Company's Subdivision of Section 13, Township 27 South, Range 30 East, according to the Plat thereof, as recorded in Plat Book B, Page 41 of the Public Records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East, run thence along the East boundary of the Northeast 1/4 thereof, S.00°05'35"E., a distance of 1985.72 feet; thence departing said East boundary, N.89°55'05E., a distance of 1357.88 feet to the **POINT OF BEGINNING**; thence N.89°55'05"E., a distance of 35.92 feet; thence N.00°10'19"W., a distance of 2.76 feet; thence N.89°57'45"E., a distance of 671.32 feet; thence S.00°10'10"E., a distance of 331.25 feet; thence S.89°55'45"W., a distance of 368.45 feet; thence S.00°04'15"E., a distance of 25.00 feet; thence S.89°55'45"W., a distance of 336.88 feet; thence N.00°28'15"W., a distance of 353.88 feet; to the **POINT OF BEGINNING**.

Containing 5.566 acres, more or less.

AND LESS AND EXCEPT:

A parcel of land lying in The Seminole Land and Investment Company's Subdivision of Section 11, Township 27 South, Range 30 East, as recorded in Plat Book B, Page 40 and The Seminole Land and Investment Company's Subdivision of Section 14, Township 27 South, Range 30 East, as recorded in Plat Book B, Page 38, public records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 14, Township 27 South, Range 30 East; thence run S.89°50'07"W. along the North line of the Northeast 1/4 of said Section 14, a distance of 2239.41 feet to the POINT OF BEGINNING; thence departing said North line, run S.57°38'10"E., a distance of 945.07 feet; thence S.00°10'49"E., a distance of 74.56 feet; thence Southwesterly, 26.17 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 59°59'09" (chord bearing S.62°21'25"W., 24.99 feet); thence S.32°21'50"W., a distance of 146.30 feet; thence S.57°23'32"E., a distance of 120.00 feet; thence S.32°21'50"W., a distance of 134.49 feet; thence S.00°15'59"W., a distance of 300.84 feet; thence N.90°00'00"E., a distance of 74.69 feet; thence S.00°10'49"E., a distance of 170.00 feet; thence N.90°00'00"W., a distance of 522.38 feet; thence N.00°00'00"E., a distance of 151.57 feet; thence Northerly, 46.31 feet along the arc of a non-tangent curve to the right having a radius of 75.00 feet and a central angle of 35°22'52" (chord bearing N.17°41'26"W., 45.58 feet); thence N.00°00'00"E., a distance of 187.00 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'00"W., 35.36 feet); thence N.90°00'00"W., a distance of 192.00 feet; thence Northwesterly, 122.52 feet along the arc of a tangent curve to the right having a radius of 78.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'00"W., 110.31 feet); thence N.00°00'00"E., a distance of 44.71 feet; thence Northerly, 308.13 feet along the arc of a tangent curve to the right having a radius of 545.50 feet and a central angle of 32°21'50" (chord bearing N.16°10'55"E., 304.05 feet); thence N.32°21'50"E., a distance of 345.00 feet; thence Northerly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 89°59'59" (chord bearing N.12°38'10"W., 35.36 feet); thence N.57°38'10"W., a distance of 99.97 feet; thence Westerly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.77°21'50"W., 35.36 feet); thence S.32°21'50"W., a distance of 789.68 feet; thence Southwesterly, 212.04 feet along the arc of a tangent curve to the right having a radius of 259.50 feet and a central angle of 46°49'00" (chord bearing S.55°46'20"W., 206.19 feet); thence Southerly, 320.77 feet along the arc of a non-tangent curve to the left having a radius of 6513.50 feet and a central angle of 02°49'18" (chord bearing S.03°12'53"E., 320.74 feet); thence S.04°37'32"E., a distance of 101.33 feet; thence N.87°20'53"E., a distance of 68.62 feet; thence Southeasterly, 115.23 feet along the arc of a tangent curve to the right having a radius of 75.00 feet and a central angle of 88°01'35" (chord bearing S.48°38'19"E., 104.22 feet); thence S.04°37'32"E., a distance of 190.03 feet; thence Southerly, 270.89 feet along the arc of a tangent curve to the right having a radius of 2627.50 feet and a central angle of 05°54'26" (chord bearing S.01°40'19"E., 270.77 feet); thence Southwesterly, 112.52 feet along the arc of a compound curve to the right having a radius of 75.00 feet and a central angle of 85°57'35" (chord bearing S.44°15'41"W., 102.26 feet); thence S.87°14'28"W., a distance of 517.33 feet; thence N.01°29'18"W., a distance of 50.01 feet; thence Northwesterly, 38.53 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 88°17'56" (chord bearing N.48°36'34"W., 34.83 feet); thence Northerly, 3.47 feet along the arc of a reverse curve to the left having a radius of 1201.50 feet and a central angle of 00°09'56" (chord bearing N.04°32'34"W., 3.47 feet); thence N.04°37'32"W., a distance of 445.48 feet; thence Northeasterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.40°22'28"E., 35.36 feet); thence N.04°37'32"W., a distance of 50.00 feet; thence Northwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.49°37'32"W., 35.36 feet); thence N.04°37'32"W., a distance of 65.53 feet; thence Northerly, 318.30 feet along the arc of a tangent curve to the right having a radius of 7002.00 feet and a central angle of 02°36'16" (chord bearing N.03°19'24"W., 318.27 feet); thence Northeasterly, 39.47 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 90°27'25" (chord bearing N.43°12'27"E., 35.50 feet); thence N.01°34'39"W., a distance of 59.50 feet; thence Northwesterly, 39.46 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°26'32" (chord bearing N.46°20'34"W., 35.49 feet); thence Northerly, 346.88 feet along the arc of a compound curve to the right having a radius of 7002.00 feet and a central angle of 02°50'18" (chord bearing N.00°17'51"E., 346.84 feet); thence Northeasterly, 38.52 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 88°17'00" (chord bearing N.45°51'30"E., 34.82 feet); thence N.04°03'21"E., a distance of 56.64 feet; thence Northwesterly, 40.40 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 92°35'31" (chord bearing N.43°42'15"W., 36.15 feet); thence Northerly, 225.91 feet along the arc of a compound curve to the right having a radius of 7002.00 feet and a central angle of 01°50'55" (chord bearing N.03°30'58"E., 225.90 feet); thence N.04°26'26"E., a distance of 257.10 feet; thence Northeasterly, 37.33 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 85°33'34" (chord bearing N.47°13'13"E., 33.96 feet); thence N.90°00'00"E., a distance of 8.50 feet; thence N.00°00'00"E., a distance of 59.50 feet; thence N.90°00'00"E., a distance of 498.56 feet; thence Easterly, 373.09 feet along the arc of a tangent curve to the right having a radius of 660.50 feet and a central angle of 32°21'50" (chord bearing S.73°49'05"E., 368.15 feet); thence S.57°38'10"E., a distance of 54.42 feet to the POINT OF BEGINNING.

SECTION IX

SECTION B

SECTION 1

HEIDT DESIGN
P: (813) 253-5311 | F: (813) 464-7629
5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heidtdesign.com

October 6, 2026

Mr. George Flint
Waterlin Stewardship District
Governmental Management Services
219 E. Livingston Road
Orlando, FL 32801

Re: Waterlin CCN-1 Dayspring Avenue Phase 1
Proposal for Construction Services

Dear Mr. Flint:

Submitted herewith is a proposal to perform construction inspection, certification, and platting support services on the above-referenced collector road. Services shall be in accordance with the applicable governmental regulatory bodies, including, but not limited to, the Osceola County, TOHO Water Authority, the Florida Department of Environmental Protection (FDEP), and the South Florida Water Management District (SFWMD).

Our services under this proposal are based on the following assumptions:

PROJECT ASSUMPTIONS:

A. Construction, certification, and platting will be in one single phase. If the project is sub-phased, the fees for these services will be adjusted accordingly.

B. Survey services will be provided by others.

C. Design services, including design exceptions or redesign due to construction is not included.

D. Final Landscape design and Irrigation design services are not included.

E. Gopher tortoise permitting and/or relocation is not included.

F. NPDES permitting or monitoring is not included.

SCOPE OF SERVICES

A. Construction Observation and Certification

Heidt Design will perform the necessary construction observation services to meet the requirements of the applicable governmental agencies. No full-time inspection shall be provided on the project; however, the Heidt Design inspector will visit the site routinely when construction activities are taking place. Further, Heidt Design will be available for meetings as requested by Owner or Contractor.

1. **Construction Observation Services:**

   a. Review shop drawings.

   b. Review pay applications.

   c. Observe construction activities.

   d. Observe pressure tests with Contractor and TOHO.

   e. Perform subgrade and base inspections with Engineer of Record for Construction, Contractor and Governing Municipality.

   f. Perform inspection of Storm Sewer System.

   g. Conduct pre-final inspection with Contractor and Owner.

   h. Conduct final inspection with Contractor, Governing Municipality, and Owner. One re-inspection to ensure completion of final punch list. Any re-inspection of a punch list item shall be extra to this contract.

   i. Review final record drawing survey data provided by surveyor.

   j. In accordance with the SEATS agreement, Osceola County requires an FDOT CEI firm to provide the Inspection and Certification of the collector roads. The following tasks may be requested or required to be performed by Heidt Design personnel on this project:

      i. Attend pre-construction meeting.

      ii. Review shop drawings.

      iii. Respond to RFIs from Client, Contractor, Engineer of Record for Construction, or Municipality.

      iv. Coordination assistance as requested by Client.

      v. Attend coordination or progress meetings as requested.

      vi. Attend all utility inspections with contractor and TOHO Utilities.

      vii. Attend any additional inspections as requested by Client, Municipality, or Engineer of Record for Construction.

      viii. Attend pre-final inspection with Client/Contractor prior to conducting formal inspection with Municipality.

Assumptions:

1. Heidt Design is not acting as Engineer of Record for Construction for Dayspring Avenue. The client has hired another engineering firm to perform the Coordination and Inspection services for the collector roads street and drainage portion of the project.

2. Heidt Design will not be responsible for any aspects of the Construction Inspection, project schedule, quality of work, and final acceptance by Osceola County for the collector roads.

2. Construction Certification Services (Collector Roads):

a. Review as-builts provided by Florida Registered Professional Surveyor.

b. Prepare and submit record drawings and engineer certifications for acceptance of facilities.

c. Prepare engineer's certification of cost estimate as required by County.

d. Prepare and process necessary final certifications to County, SFWMD, FDEP, TOHO, etc.

Assumptions:

1. The Developer's Construction Engineering and Inspection (CEI) firm will provide certification that the streets and drainage components for the collector roads were constructed in compliance with the approved plans, specifications, and all applicable Osceola County requirements.

B. Engineering Supervision

1. Calculate and submit inspection fee estimate to Governing Municipality.

2. Organizing, conducting, and follow-up associated with the project pre-construction meeting.

3. Preparation and processing of necessary final certifications.

4. Coordination, as required, with Client, governmental agencies, contractors, etc. during the construction phase of the project.

C. Plat Processing Assistance

1. Final Plat

   a. Coordinate with attorneys, title companies, and other consultants as required during preparation and processing of the plat.

   b. Coordinate with the Client and to compile a complete submittal package to Osceola County for the subject plat.

   c. Respond to questions and comments from Osceola County.

   d. Provide Bond Estimates to Osceola County.

COMPENSATION

Task #	Description	Heidt Design Job Number	Fee Type	Fee Amount
A.1	Construction Observation	WSD WL 1003	Lump Sum	$16,800
A.2	Construction Certification	WSD WL 1004	Lump Sum	$8,400
B	Engineering Supervision / Meetings	WSD WL 1005	Lump Sum	$4,200
C	Plat Processing Assistance	WSD WL 1006	Lump Sum	$3,500
			TOTAL	**$32,900**

NOTE: The Inspection and Certification fees are based on the assumption that a mutually agreed upon surveying company will provide construction staking and record surveying services. Record survey information needs to be provided on Heidt Design's Construction Plans and meet Florida Minimum Technical Standards and includes the signature and seal of a licensed professional surveyor. All items required by the municipality must be included in the record survey. All items provided by the surveyor shall be in a format acceptable to Heidt Design.

WORK SPECIFICALLY EXCLUDED FROM THIS CONTRACT:

A. Model home center plan preparation and permitting.

B. Design or inspection of retaining walls or any structural components.

C. Any services associated with FHA/VA processing.

D. Redesign due to changes imposed by Client or which may be required in the event of additional laws, regulations or policies are promulgated by governmental agencies subsequent to date of this agreement.

E. Preparation of any landscape, hardscape, signage, or monumentation plans.

F. Any services associated with preparation of legal documentation.

G. Threatened or endangered species permitting.

H. Site lighting design or photometric plans for street lighting.

I. Any work resulting from FDEP or EPA NPDES inspections including but not limited to correspondence, meetings, exhibits, etc.

J. Preparation of master plan, exhibits, description sketches, or other deliverables, not described herein as requested by the Client.

K. Recording, review, inspection, and other agency fees shall be provided by the Client.

L. Warranty Bond Release Coordination.

M. Any partial clearances or phasing. Any partial cost estimates for acceptance.

N. Any services not specifically described herein are considered not to be included. If any additional services are requested, they shall be rendered after receipt of written authorization from the Client, in accordance with the attached hourly Fee Schedule, unless otherwise agreed to in a lump sum Additional Services Addendum.

SUMMARY

The scope is limited to the task items described herein. In addition to the matters set forth herein, this agreement shall include, and shall be subject to, the General Conditions and the Fee Schedule attached hereto and incorporated herein.

If this proposal is acceptable, please provide your authorization in the space provided below and return one signed copy of this agreement to our office. This proposal shall expire on the earlier of our notice to you that Heidt Design has notified you that it has withdrawn the proposal, or the date that is 60 days after the date of this proposal should you not countersign and return the same to Heidt Design before then; provided, however, that if you after such 60-day period execute and return this proposal to Heidt Design, Heidt Design may agree to accept that as an agreement, but only with the written confirmation of Heidt Design, which confirmation can be withheld or given in its sole discretion.

We appreciate this opportunity to be of service to you.

Sincerely,
HEIDT DESIGN, LLC



Frank T. Gizzo, II
Principal / Director of Construction Services

Attachments: Hourly Rate Schedule

CC: Daniel Bass
Strickland Smith
Serina Ly
Rikki Glass

The Scope of Services and Contractual Conditions are acceptable and Heidt Design, LLC is authorized to proceed.

Signature:_____ Name (Print):_____

Title:_____ Date:_____

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Attachment "A"
HEIDT DESIGN, LLC
GENERAL CONDITIONS

Your acceptance of this proposal shall constitute an Agreement between the Client and Heidt Design, LLC. The Agreement is comprised of these General Conditions and the accompanying written proposal or authorization for services.

Section 1. Heidt Design, LLC's Responsibilities

1.01 Heidt Design, LLC agrees to provide the professional services described in the Scope of Services portion of the proposal.

1.02 The scope of services does not include site investigations or other engineering evaluations to determine the presence or extent of hazardous wastes or soil and groundwater contamination. Heidt Design, LLC accepts no responsibility or liability in this regard.

1.03 Opinions of probable construction costs provided by Heidt Design, LLC represent our best judgment but do not constitute a guarantee since we have no control over contractor pricing.

Section 2. Client's Responsibilities

2.01 The signature on this contract authorizes the work herein described and does so on behalf of the owner in question and warrants that he has the authority to sign this agreement on behalf of the Owner.

2.02 Unless otherwise stated, Heidt Design, LLC will have access to the site for activities necessary for the performance of the services. Heidt Design, LLC will take precautions to minimize damages due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

2.03 Client acknowledges that the work described herein will constitute a lien against the property.

2.04 In the event improvements are dedicated to public use or otherwise alienated by the Owner, then Heidt Design, LLC shall be entitled to a lien on all property abutting said improvements.

Section 3. Deliverables

3.01 Unless otherwise agreed to in this contract, all sketches, tracings, drawings, computations, details, design calculations, permits, and other documents and plans prepared by Heidt Design, LLC, pursuant to this contract are instruments of service and are the property of Heidt Design, LLC. Client may not use or modify such documents on other projects or extensions of this project without the prior written approval of Heidt Design, LLC. Notwithstanding any provision in this contract to the contrary, in the event of a default by Client (including, without limitation, any failure to pay amounts due within 30 days of invoice date), Heidt Design, LLC, shall be entitled to exclusive ownership and possession of any and all documents prepared pursuant to this contract.

Section 4. Compensation

4.01 All fees stated in this contract shall be payable in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at our prevailing hourly rates, subject to any agreed upon limits.

4.02 Work will be billed at the end of each month under the terms of this contract, and Heidt Design, LLC shall expect payment by the twenty-fifth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due Heidt Design, LLC for services within 30 days of the invoice date, the amount(s) due shall include an additional interest charge based upon the rate of 1 ½ percent applied to the unpaid balance per month after the thirtieth day

4.03 In addition to the fees in this contract, we charge all out-of-pocket expenses such as printing, photocopying, long distance telephone calls, postage, consultant fees and permit fees, (if necessary), etc. at our cost plus 15%. Client shall pay the following items in advance: (a) all review/permit fees required by governmental agencies, and (b) any fees or other charges to be imposed upon Heidt Design, LLC, by its insurance carriers in excess of those necessary to obtain a standard certificate of insurance (including, without limitation, for earmarking of policy coverage to the project or for a waiver of subrogation). In the event Heidt Design, LLC pays such fees, Client shall reimburse them in addition to the contract prices stated herein.

4.04 Any work requested which is not included in the stated fees shall be performed only after the execution of an "Authorization for Work" form. Fees for the additional work shall be at the rates prevailing at the time of the additional service.

4.05 Notwithstanding any other terms or conditions herein to the contrary, it is expressly understood and agreed that Heidt Design, LLC, at its sole discretion, shall have the right to cease work on the project and withhold all information and documents concerning the project in the event until any amounts then due have been outstanding for more than 30 days from the date of the invoice. It is further agreed that Client shall hold Heidt Design, LLC harmless for any and all damages resulting from ceasing work and/or withholding information or documents concerning the project.

4.06 All rates and fees are subject to renegotiation after a one-month period from the date of this Contract if it has not been accepted.

Section 5. Termination

5.01 The Client or Heidt Design, LLC may terminate this agreement should the other fail to perform its obligations hereunder.

5.02 In the event this contract is terminated prior to completion, Heidt Design, LLC shall be entitled to payment for services performed as of the date of termination, plus out-of-pocket expenses.

Section 6. Indemnification

6.01 Client shall indemnify, defend, and hold harmless Heidt Design, LLC against any damages or liability, including but not limited to, attorneys' fees, and costs; whether or not foreseeable or in the contemplation of Heidt Design, LLC or Client; and whether caused in whole or in part by an act, omission, default, or negligence of Client, Client's agents or subcontractors, Heidt Design, LLC or its officers, directors, agents, subcontractors, or employees; that Heidt Design, LLC

may suffer as a result of any claims, suits, or actions arising out of or relating to this Agreement or its performance. Client shall not be required to indemnify Heidt Design, LLC from claims or damages resulting from the gross negligence or willful misconduct of Heidt Design, LLC or its officers, directors, agents, subcontractors, or employees. The indemnification provided by Client under this provision shall not exceed $1,000,000.00, which Client agrees bears a commercially reasonable relationship to this Agreement. In the event this provision is determined not to comply with § 725.06, Florida Statutes¸ that Parties agree that any court may modify this provision to comply with § 725.06, Florida Statutes, including, but not limited to, altering the limitation of liability to a commercially reasonable amount determined by the Court.

6.02 The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Heidt Design, LLC, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above-named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Section 7. Limitation of Liability

7.01 In recognition of the relative risks, rewards and benefits of the project to both the Client and Heidt Design, LLC, the risks have all been allocated such that the Client agrees that, to the fullest extent permitted by law, Heidt Design, LLC's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed Heidt Design, LLC's fees under this agreement or $50,000, whichever is less. Such causes include, but are not limited to, Heidt Design, LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.02 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL EMPLOYED BY A BUSINESS ENTITY OR AN AGENT OF THE BUSINESS ENTITY IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITH IN THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT UNDER CERTAIN CIRCUMSTANCES. FURTHER, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE DESIGN PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE PURSUANT TO THAT SAME STATUTE.

Section 8. Dispute Resolution

8.01 Any claims or disputes made during design, construction or post-construction between the Client and Heidt Design, LLC shall be submitted to non-binding mediation. Client and Heidt Design, LLC agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

8.02 The prevailing party in any litigation between the parties relating to or arising out of this contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

Attachment B

FEE SCHEDULE

(Effective April 7, 2023)

DESCRIPTION	HOURLY RATE
Administrative Assistant	$105.00
Project Coordinator	$115.00
Permit Coordinator	$115.00
Sr. Permit Coordinator	$140.00
Designer	$125.00
Sr. Designer	$145.00
GIS Analyst	$135.00
Sr. GIS Analyst	$155.00
Construction Inspector	$140.00
Sr. Construction Inspector	$165.00
Ecologist	$150.00
Sr. Ecologist	$175.00
Community Planner	$145.00
Sr. Community Planner	$170.00
Land Planner	$145.00
Sr. Land Planner	$170.00
Landscape Architect	$150.00
Sr. Landscape Architect	$175.00
Engineer	$160.00
Sr. Engineer	$185.00
Project Manager	$170.00
Sr. Project Manager	$200.00
Principal	$255.00
District Engineer	$260.00

Initial _____

SECTION C

SECTION 1

Waterlin

Stewardship District

Unaudited Financial Reporting

August 31, 2026

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1 Balance Sheet

2 General Fund

3 Capital Projects Fund

4 Month to Month

Waterlin
Stewardship District
Combined Balance Sheet
August 31, 2026

	General Fund	Capital Projects Fund	Total Governmental Funds
Assets:			
Cash:			
Operating Account	$ 5,646	$ -	$ 5,646
Due from Developer	9,353	11,427	20,780
Due from General Fund	-	-	-
Prepaid Expenditures	-	-	-
Liabilities:			
Accounts Payable	$ 21,369	$ -	$ 21,369
FICA Payable	-	-	-
Due to Debt Service	-	-	-
Contracts Payable	-	14,168	14,168
Fund Balance:			
Nonspendable:			
Deposits and Prepaid Items	$ -	$ -	$ -
Assigned:			
Capital Projects Fund	-	(2,741)	(2,741)
Debt Service Fund	-	-	-
Unassigned	(6,370)	-	(6,370)
Total Liabilities & Fund Balance	$ 14,999	$ 11,427	$ 26,426

Waterlin

Stewardship District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

Revenues:				
Developer Contributions	$ 126,300	$ 38,570	$ 38,570	$ -
Interest Income	-	-	247	247
Expenditures:				
General & Administrative:				
Engineering	$ 15,000	$ 13,750	$ 2,400	$ 11,350
Attorney	25,000	22,917	12,432	10,484
Management Fees	41,200	37,767	20,600	17,167
Information Technology	3,090	2,833	1,700	1,133
Website/ ADA Compliance	1,750	1,750	2,883	(1,133)
Dissemination Agent	5,000	4,583	417	4,167
Assessment Administration	5,000	4,583	-	4,583
Annual Audit	1,500	1,375	-	1,375
Telephone	300	275	-	275
Postage & Delivery	1,000	917	259	658
Insurance	5,000	5,000	1,342	3,658
Printing & Binding	1,000	917	46	871
Legal Advertising	15,000	13,750	10,668	3,082
Other Current Charges	5,000	4,583	388	4,196
Office Supplies	625	573	1	572
Travel Per Diem	660	605	-	605
Dues, Licenses & Subscriptions	175	175	175	-
Field Operations				
Field Management	$ -	$ -	$ -	$ -
Landscape Maintenance	-	-	2,650	(2,650)
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (17,143)	
Fund Balance - Beginning	$ -		$ 10,773	
Fund Balance - Ending	$ -		$ (6,370)	

Waterlin
Stewardship District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2026

Revenues:				
Developer Advancements	$ -	$ -	$ 37,407	$ 37,407
Expenditures:				
General & Administrative:				
Capital Outlay - COI	$ -	$ -	$ 39,719	$ (39,719)
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (2,312)	
Fund Balance - Beginning	$ -		$ (429)	
Fund Balance - Ending	$ -		$ (2,741)	

Waterlin

Stewardship District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	$ -	$ -	$ 11,660	$ -	$ -	$ 9,494	$ -	$ -	$ 8,063	$ -	$ 9,353	$ -	$ 38,570
Interest Income	-	0	0	25	44	48	42	27	17	32	11	-	247
Expenditures:													
General & Administrative:													
Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,185	$ 115	$ 100	$ -	$ 2,400
Attorney	1,672	1,089	484	234	601	1,272	-	1,182	2,312	3,588	-	-	12,433
Management Fees	-	1,717	1,717	1,717	1,717	1,717	1,717	1,717	1,717	1,717	5,150	-	20,600
Information Technology	-	155	155	155	155	155	155	155	155	155	309	-	1,700
Website/ ADA Compliance	-	103	103	103	103	1,853	103	103	103	103	206	-	2,883
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	417	-	417
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	-	61	2	-	-	-	-	29	49	49	68	-	259
Insurance	-	-	-	-	-	-	-	-	1,342	-	-	-	1,342
Printing & Binding	-	-	-	16	-	-	5	5	3	17	-	-	46
Legal Advertising	1,515	1,872	-	-	-	-	-	6,234	-	781	266	-	10,668
Other Current Charges	-	-	-	115	(8)	38	38	64	38	38	64	-	388
Office Supplies	-	0	-	-	-	-	-	-	1	0	0	-	1
Travel Per Diem	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	-	-	-	-	-	-	175	-	-	-	-	-	175
Field Operations													
Field Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape Maintenance	-	-	-	-	-	-	-	-	-	-	2,650	-	2,650
Excess Revenues (Expenditures)	$ (3,187)	$ (4,996)	$ 9,200	$ (2,313)	$ (2,524)	$ 4,509	$ (2,151)	$ (9,460)	$ 176	$ (6,531)	$ 134	$	$ (17,143)

GIR East

Community Development District

Unaudited Financial Reporting

August 31, 2026

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5	Series 2025 Capital Projects Fund
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GIR East

Community Development District

Combined Balance Sheet

August 31, 2026

	General Fund	*Series 2025 Debt Service Fund*	*Series 2025 Capital Project Fund*	*Total Governmental Funds*
Assets:				
Cash:				
Operating Account	$ 535,179	$ -	$ -	$ 535,179
Due from Developer	-	-	-	-
Due from General Fund	-	170,683	-	170,683
Series 2025:				
Reserve	-	653,994	-	653,994
Revenue	-	283,822	-	283,822
Acquisition & Construction	-	-	3,496,161	3,496,161
Cost of Issuance	-	-	-	-
Liabilities:				
Accounts Payable	$ -	$ -	$ -	$ -
FICA Payable	61	-	-	61
Due to Debt Service	170,683	-	-	170,683
Fund Balance:				
Nonspendable:				
Deposits and Prepaid Items	$ -	$ -	$ -	$ -
Assigned:				
Capital Projects Fund	-	-	3,496,161	3,496,161
Debt Service Fund	-	1,108,498	-	1,108,498
Unassigned	364,435	-	-	364,435
Total Liabilities & Fund Balance	$ 535,179	$ 1,108,498	$ 3,496,161	$ 5,139,838

GIR East

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
Revenues:				
Operations and Maintenance Assessments	$ 469,586	$ 469,586	433,722	$ (35,864)
Developer Contributions	-	-	14,624	14,624
Interest Income	-	-	6,447	6,447
Total Revenues	**$ 469,586**	**$ 469,586**	**$ 454,792**	**$ (14,794)**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 11,000	1,200	$ 9,800
FICA Expenditures	918	842	92	750
Engineering	15,000	13,750	-	13,750
Attorney	25,000	22,917	16,640	6,277
Annual Audit	3,600	3,600	5,600	(2,000)
Assessment Administration	5,000	5,000	5,000	-
Arbitrage	450	413	-	413
Dissemination	5,000	5,000	5,042	(42)
Trustee Fees	4,500	4,500	4,246	254
Management Fees	41,200	37,767	34,333	3,433
Information Technology	1,854	1,700	1,545	155
Website Maintenance	1,236	1,133	1,030	103
Telephone	300	275	-	275
Postage & Delivery	1,000	917	21	896
Insurance	6,350	6,350	5,512	838
Printing & Binding	1,000	917	22	895
Legal Advertising	15,000	13,750	1,800	11,950
Other Current Charges	5,000	4,583	479	4,104
Office Supplies	625	573	0	573
Travel Per Diem	660	605	-	605
Dues, Licenses & Subscriptions	175	175	175	-
Administrative Expenditures	**$ 145,868**	**$ 135,764**	**$ 82,736**	**$ 53,028**

GIR East

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

Field Operations				
Property Insurance	$ 7,500	$ 6,875	-	$ 6,875
Field Management	7,500	6,875	-	6,875
Landscape Maintenancce	180,490	165,449	7,950	157,499
Landscape Replacement and Enhancements	5,000	4,583	-	4,583
Lake Maintenance	10,428	9,559	-	9,559
Streetlights	87,100	79,842	-	79,842
Electric	2,500	2,292	-	2,292
Water & Sewer	10,000	9,167	-	9,167
Irrigation Repairs	2,500	2,292	-	2,292
General Repairs & Maintenance	5,000	4,583	-	4,583
Field Contingency	4,950	4,538	-	4,538
Dog Waste Stations	750	688	-	688
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 364,106	
Fund Balance - Beginning	$ -		$ 329	
Fund Balance - Ending	$ -		$ 364,435	

GIR East

Community Development District

Debt Service Fund Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

Revenues:				
Assessments - Direct	$ 1,307,988	$ 1,307,988	1,201,391	$ (106,597)
Interest	2,500	2,292	35,063	32,771
Expenditures:				
Interest - 11/1	$ 666,887	$ 666,887	666,887	$ -
Principal - 5/1	285,000	285,000	285,000	-
Interest - 5/1	512,990	512,990	512,990	-
Excess (Deficiency) of Revenues over Expenditures	$ (154,389)		$ (228,424)	
Net Change in Fund Balance	**$ (154,389)**		**$ (228,424)**	
Fund Balance - Beginning	**$ 1,336,093**		**$ 1,336,922**	
Fund Balance - Ending	**$ 1,181,704**		**$ 1,108,498**	

GIR East

Community Development District

Capital Projects Fund Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

Revenues:				
Interest	$ -	$ -	$ -	$ -
Expenditures:				
Capital Outlay	$ -	$ -	$ 15,523,777	$ (15,523,777)
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (15,523,777)	
Net Change in Fund Balance	**$ -**		**$ (15,013,238)**	
Fund Balance - Beginning	**$ -**		**$18,509,399**	
Fund Balance - Ending	**$ -**		**$ 3,496,161**	

GIR East

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

Revenues:				
Developer Advancements	$ -	$ -	$ -	$ -
Expenditures:				
General & Administrative:				
Capital Outlay - COI	$ -	$ -	$ -	$ -
Excess (Deficiency) of Revenues over Expenditures	$		$	
Fund Balance - Beginning	$ -		$ -	
Fund Balance - Ending	$ -		$ -	

GIR East

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Operations and Maintenance Assessments	$ 123,312	$ -	$ 39,755	$ 33,300	$ 119,959	$ 35,863	$ -	$ 61,656	$ -	$ -	$ 19,877	$ -	$ 433,722
Developer Contributions	14,624	-	-	-	-	-	-	-	-	-	-	-	14,624
Interest Income	-	-	0	225	524	1,261	883	917	872	881	881	-	6,447
Expenditures:													
General & Administrative:													
Supervisor Fees	$ -	$ 200	$ 200	$ -	$ -	$ 400	$ -	$ -	$ 200	$ -	$ 200	$ -	$ 1,200
FICA Expenditures	-	15	15	-	-	31	-	-	15	-	15	-	92
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	2,476	1,009	324	628	1,235	8,852	1,044	1,074	-	-	-	-	16,640
Annual Audit	-	-	-	-	5,600	-	-	-	-	-	-	-	5,600
Assessment Administration	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Arbitrage	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination	1,708	-	417	417	417	417	417	417	417	417	-	-	5,042
Trustee Fees	-	-	-	-	-	4,246	-	-	-	-	-	-	4,246
Management Fees	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	-	-	34,333
Information Technology	155	155	155	155	155	155	155	155	155	155	-	-	1,545
Website Maintenance	103	103	103	103	103	103	103	103	103	103	-	-	1,030
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	3	-	1	-	-	-	-	16	1	-	-	-	21
Insurance	5,512	-	-	-	-	-	-	-	-	-	-	-	5,512
Printing & Binding	3	-	8	3	-	-	5	-	3	-	-	-	22
Legal Advertising	699	302	-	-	266	266	266	-	-	-	-	-	1,800
Other Current Charges	28	31	-	65	65	64	40	39	65	42	39	-	479
Office Supplies	0	-	-	-	-	-	-	-	0	-	-	-	0
Travel Per Diem	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	-	175	-	-	-	-	-	-	-	-	-	-	175
Field Operations													
Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Field Management	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenancce	-	-	-	-	-	-	-	2,650	2,650	2,650	-	-	7,950
Landscape Replacement and Enhancements	-	-	-	-	-	-	-	-	-	-	-	-	-
Lake Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Streetlights	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric	-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
General Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Dog Waste Stations	-	-	-	-	-	-	-	-	-	-	-	-	-
Excess Revenues (Expenditures)	$ 118,815	$ (5,423)	$ 35,100	$ 28,722	$ 109,210	$ 19,158	$ (4,579)	$ 54,688	$ (6,170)	$ (5,918)	$ 20,504	$ -	$ 364,106

GIR East

Community Development District

Long Term Debt Report

Series 2025 Capital Improvement Revenue Bonds	
Interest Rate:	4.3-5.5%
Maturity Date:	5/1/2035
Optional Redemption Date	5/1/2055
Reserve Fund Definition:	50% of MADS
Reserve Fund Requirement:	$653,995
Reserve Fund Balance:	$653,994
Bonds outstanding 3/7/25	$19,410,000
Less: Mandatory Principal Payment 5/1/26	($285,000)
Current Bonds Outstanding	$19,125,000

GIR East

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2026

DIRECT BILL ASSESSMENTS

WS-GIR, LLC										
2026-01			Net Assessments		$	389,540.80	$	133,198.14	$	256,342.65
Date Received	Due Date	Check Number		Net Assessed		Amount Received		General Fund		Series 2025
10/31/25	10/1/25	WIRE	$	194,770.40	$	194,770.40	$	66,599.07	$	128,171.33
1/30/26	2/1/26	WIRE	$	97,385.20	$	97,385.20	$	33,299.54	$	64,085.66
5/6/26	5/1/26	WIRE	$	97,385.20	$	97,385.20	$	33,299.54	$	64,085.66
			$	**389,540.80**	**$**	**389,540.80**	**$**	**133,198.15**	**$**	**256,342.65**

Lennar Homes LLC										
2026-02			Net Assessments		$	452,916.32	$	113,426.04	$	339,490.27
Date Received	Due Date	Check Number		Net Assessed		Amount Received		General Fund		Series 2025
10/1/25	10/1/25	WIRE	$	226,458.16	$	226,458.16	$	56,713.02	$	169,745.14
2/3/26	2/1/26	2619462	$	113,229.08	$	113,229.08	$	28,356.51	$	84,872.57
5/5/26	5/1/26	2679056	$	113,229.08	$	113,229.08	$	28,356.51	$	84,872.57
			$	**452,916.32**	**$**	**452,916.32**	**$**	**113,426.04**	**$**	**339,490.28**

DFC Waterlin LLC										
2026-03			Net Assessments		$	569,838.71	$	143,450.92	$	426,387.78
Date Received	Due Date	Check Number		Net Assessed		Amount Received		General Fund		Series 2025
2/1/26	10/1/25	1-00228194	$	284,919.35	$	284,919.35	$	71,725.46	$	213,193.89
3/12/26	2/1/26	1-00228781	$	142,459.68	$	142,459.68	$	35,862.73	$	106,596.95
	5/1/26		$	142,459.68	$	-	$	-	$	-
			$	**569,838.71**	**$**	**427,379.03**	**$**	**107,588.19**	**$**	**319,790.84**

Perry Homes of Florida LLC										
2026-04			Net Assessments		$	365,276.24	$	79,509.43	$	285,766.81
Date Received	Due Date	Check Number		Net Assessed		Amount Received		General Fund		Series 2025
12/11/25	10/1/25	WIRE	$	182,638.12	$	182,638.13	$	39,754.72	$	142,883.41
2/19/26	2/1/26	WIRE	$	91,319.06	$	91,319.06	$	19,877.36	$	71,441.70
8/27/26	5/1/26	WIRE	$	91,319.06	$	91,319.06	$	19,877.36	$	71,441.70
			$	**365,276.24**	**$**	**365,276.25**	**$**	**79,509.44**	**$**	**285,766.81**

Total Received	$	433,721.82	$	1,201,390.58

SECTION 2

Waterlin
Stewardship District

Funding Request #6
September 15, 2026

	Payee	General Fund FY2026	Capital Project FY2026
1	**Kutak Rock LLP**		
	Invoice #3795173 - General Counsel July 2026	$ 1,538.50	
	Invoice #3795174 - Construction July 2026		$ 2,741.00
2	**Heidt Design**		
	Invoice # 56816 - General Engineering Services August 2026	$ 100.00	
		$ 1,638.50	**$ 2,741.00**
			$ 4,379.50

Please make check payable to:

Waterlin Stewardship District
219 E Livingston Street
Orlando, FL 32822

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

August 31, 2026

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3795173
Client Matter No. 61623-1
Notification Email: eftgroup@kutakrock.com

Waterlin Stewardship District
Governmental Management Services
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3795173
61623-1

Re: General Counsel

For Professional Legal Services Rendered

07/01/26	M. Rigoni	0.90	288.00	Prepare for and attend Board meeting; perform follow-up
07/06/26	J. Daly	0.10	20.00	Follow up from Board meeting
07/07/26	A. Willson	0.20	69.00	Work session with Rigoni regarding merger items; review same
07/08/26	A. Willson	0.20	69.00	Work session with Rigoni regarding merger items
07/09/26	A. Willson	0.30	103.50	Review and revise communication to Osceola County
07/22/26	A. Willson	0.20	69.00	Confer with Moss regarding district items
07/28/26	M. Rigoni	0.30	96.00	Prepare agenda items
07/29/26	J. Daly	0.50	100.00	Draft FY 2027 appropriation and annual assessment resolutions; confer with staff regarding same
07/29/26	M. Rigoni	0.30	96.00	Confer with Vanderbilt regarding status of outstanding district agreements; review draft agenda and confer with Liquori and Kessler regarding same

07/29/26	A. Willson	0.40	138.00	Confer with Flint regarding district agenda items; prepare items regarding same
07/30/26	M. Rigoni	0.80	256.00	Finalize agenda items and confer with Vanderbilt and Flint; review final agenda
07/30/26	A. Willson	0.20	69.00	Confer with Flint regarding upcoming meeting agenda items
07/31/26	M. Rigoni	0.30	96.00	Review final agendas and confer with Vanderbilt
07/31/26	A. Willson	0.20	69.00	Confer with Flint regarding items for upcoming board meeting; prepare items for same

TOTAL HOURS	4.90	
TOTAL FOR SERVICES RENDERED		$1,538.50
TOTAL CURRENT AMOUNT DUE		$1,538.50

UNPAID INVOICES:

June 4, 2026	Invoice No. 3759034	3,054.46
July 6, 2026	Invoice No. 3774029	1,181.50
August 6, 2026	Invoice No. 3790795	1,788.50
TOTAL DUE		$7,562.96

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

August 31, 2026

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3795174
Client Matter No. 61623-3
Notification Email: eftgroup@kutakrock.com

Waterlin Stewardship District
Governmental Management Services
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3795174
61623-3

Re: 2026 Construction

For Professional Legal Services Rendered

07/01/26	A. Willson	0.20	69.00	Confer with Liquori regarding status of ROW agreement; review same
07/07/26	M. Rigoni	0.20	64.00	Follow-up with Flint and Good regarding CEI RFQ
07/08/26	M. Rigoni	0.50	160.00	Confer with Good, Flint, and Smith regarding CEI RFQ, construction permitting, and construction mobilization next steps
07/10/26	M. Rigoni	0.30	96.00	Review final notice and revise CEI RFQ package and confer with Vanderbilt
07/17/26	M. Rigoni	0.40	128.00	Prepare addendum 1 to CEI RFQ and confer with Vanderbilt, Good, and Flint
07/20/26	M. Rigoni	0.20	64.00	Finalize addendum for CEI services and confer with Good and Flint
07/23/26	A. Willson	0.20	69.00	Confer with Moss regarding District roadway ownership items
07/27/26	M. Rigoni	1.90	608.00	Revise construction agreement package and confer with Good and Liquori regarding same

07/28/26	M. Rigoni	0.20	64.00	Confer with Good and Liquori regarding SEATs agreement requirement for CEI services
07/28/26	A. Willson	0.60	207.00	Work session with Rigoni regarding District construction items; review same
07/29/26	M. Rigoni	0.40	128.00	Confer with Liquori and Thacker regarding CEI requirements under SEATS agreement
07/29/26	A. Willson	0.40	138.00	Confer with Hulme regarding county ROW agreement; review county roadway ownership items
07/30/26	M. Rigoni	0.80	256.00	Confer with Thacker regarding CEI services; draft limited notice to proceed for preliminary work and confer with Liquori and Good
07/30/26	A. Willson	1.80	621.00	Confer with Liquori, Thacker and Flint regarding Osceola County roadway ownership items; review items regarding same; follow up regarding same
07/31/26	A. Willson	0.20	69.00	Confer with Liqouri regarding property conveyance and amenity construction items; confer with Hulme regarding county right of way items
TOTAL HOURS		8.30		

TOTAL FOR SERVICES RENDERED		$2,741.00
TOTAL CURRENT AMOUNT DUE		$2,741.00
UNPAID INVOICES:		
July 6, 2026	Invoice No. 3774030	1,954.50
August 6, 2026	Invoice No. 3790797	2,769.50
TOTAL DUE		$7,465.00

HEIDT DESIGN
P: (813) 253-5311 | F: (813) 464-7629
5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heidtdesign.com

Invoice

Attention:
Waterlin Stewardship District
Attn: Flint, George
c/o Government Management Services - Central Florida, LLC
219 E. Livingston Road
Orlando, FL 32801

Invoice Number:	56816
Invoice Date:	August 31, 2026
Month Ending:	August 31, 2026
Project Manager:	SMITH, STRICKLAND T.
Project Number:	WSD WL 1002

Project Name: Waterlin Stewardship District General Engineering Services

		Hours	Rate	Amount
Senior Project Manager	District meeting	.50	200.00	$100.00
Total Professional Services		**.50**		**$100.00**
Previously Billed				**$2,300.00**
Maximum Allowable				**$25,000.00**
Net Professional Services				**$100.00**

Invoice Total $100.00

Payment prior to the 15th of the month following the date of this invoice will qualify for a 2% discount.

Payment is due no later than the 25th of the month following the date of this invoice. Failure to pay the amount due within the time frame set forth herein shall result in an interest charge accruing in accordance with our contract. Please contact RikkiLee Glass if you should have a question concerning this invoice.

WIRE INSTRUCTIONS

Bank Name:	Truist Bank
Routing Number:	263191387
Account Number:	1100041470729
Account Name:	Waterlin Stewardship District