



City of North Port

RESOLUTION NO. 2022-R-16

A RESOLUTION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING THE TRANSFER OF CERTAIN WASTEWATER INFRASTRUCTURE IMPROVEMENTS RELATED TO THE FORCE MAIN EXTENSION PROJECT IN VILLAGE E OF WELLEN PARK AND ASSOCIATED WARRANTIES, AS WELL AS A NON-EXCLUSIVE PERPETUAL EASEMENT FOR ACCESS, OPERATION, AND MAINTENANCE OF THE IMPROVEMENTS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the *2019 Amended and Restated Utilities Agreement* between the City, West Villages Improvement District ("WVID"), and West Villages, LLLP, requires that WVID construct a wastewater treatment plant on its property and then convey the plant, the land, and related facilities and warranties to the City; and

WHEREAS, WVID conveyed the wastewater treatment plant and the City accepted the plant via Resolution No. 2020-R-07; and

WHEREAS, WVID constructed or acquired a wastewater force main and related facilities and now desires to transfer ownership to the City; and

WHEREAS, Shipps Excavating & Grading, Inc. provided construction services for the wastewater infrastructure improvements and provided related warranties that have been assigned to WVID; and

WHEREAS, WVID desires to assign its warranty rights regarding the wastewater infrastructure improvements to the City; and

WHEREAS, WVID holds easement rights to own, operate, and maintain the wastewater infrastructure improvements, pursuant to the *Agreement Granting Non-Exclusive Perpetual Easement*, dated June 10, 2021, between Manasota Beach Ranchlands, LLLP ("Manasota Beach") and West Villages Improvement District, identified as Instrument No. 2021109384 in the official records of Sarasota County; and

WHEREAS, WVID desires to assign its easement rights to the City; and

WHEREAS, City Commission finds that the acceptance of the wastewater infrastructure improvements, warranties, and easement serve the public health, safety, and welfare of the citizens of the City of North Port, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA:

SECTION 1 – INCORPORATION OF RECITALS

1.01 The above recitals are true and correct and are incorporated in this resolution by reference.

SECTION 2 – RESOLUTION

2.01 The City Commission accepts the transfer of ownership to the wastewater infrastructure improvements identified in and transferred via the *Bill of Sale*, attached as Exhibit 1. This acceptance is based on WVID's assurances in the *No-Lien Affidavit* attached as Exhibit 2.

2.03 The City Commission accepts the non-exclusive perpetual easement for ingress and egress and for the use, maintenance, and operation, construction, installation, repair, replacement, reconstruction, improvement, enlargement, addition to, and removal of the wastewater infrastructure improvements, as assigned via the *Assignment of Agreement Granting Non-Exclusive Perpetual Easement*, attached as Exhibit 3.

2.04 The City Commission approves and authorizes the Mayor to execute the *Acknowledgment of Acquisition of Certain Wastewater Infrastructure Improvements and Acknowledgement of Assignment of Warranties* between the City, WVID, Manasota Beach Ranchlands, LLLP, and Shipps Excavating & Grading, Inc., attached as Exhibit 4.

2.05 All identified exhibits are incorporated in this resolution by reference.

SECTION 3 – FILING OF DOCUMENTS

3.01 The City Clerk is directed to file a certified copy of this resolution and the executed *Assignment of Agreement Granting Non-Exclusive Perpetual Easement* with the Clerk of the Sarasota County Circuit Court to be duly recorded in the official records of the county.

3.02 The West Villages Improvement District will pay all applicable fees.

SECTION 4 – CONFLICTS

4.01 In the event of any conflict between the provisions of this resolution and any other resolution, in whole or in part, the provisions of this resolution will prevail to the extent of the conflict .

SECTION 5 – SEVERABILITY

5.01 If a court of competent jurisdiction finds that any section, subsection, sentence, clause, phrase, or provision of this resolution is for any reason invalid or unconstitutional, that provision will be deemed a separate, distinct, and independent provision and will not affect the validity of the remaining portions of the resolution.

SECTION 6 – EFFECTIVE DATE

6.01 This resolution takes effect immediately upon adoption.

ADOPTED by the City Commission of the City of North Port, Florida in public session on _____, 2022.

CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER TAYLOR, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON
CITY ATTORNEY

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **WEST VILLAGES IMPROVEMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 189, *Florida Statutes*, whose mailing address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “**Seller**”) paid by the **CITY OF NORTH PORT, FLORIDA**, a political subdivision of the State of Florida, whose address is 4790 City Hall Boulevard, North Port, Florida 34286 (the “**City**”), for good and valuable consideration, 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 City, its successors and assigns, the following described property, assets and rights, to-wit:

1. The infrastructure and improvements more particularly described in **Exhibit A**, attached hereto and made a part hereof;

all located on portions of the real property described in **Exhibit B**, attached hereto and made a part hereof, situated, lying and being in Sarasota County, Florida.

TO HAVE AND TO HOLD all of the foregoing unto the City, 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 City, its successors, and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors, and materialmen furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the City, its successors, and assigns, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 23 day of February, 2022.

Signed, sealed and delivered in the presence of:

WEST VILLAGES IMPROVEMENT DISTRICT a local unit of special government established and existing pursuant to Ch. 189, Florida Statutes

Witness:
[Signature]
Name: Tom Burkey

[Signature]
John Luczynski
Chairman, Board of Supervisors

Witness:
[Signature]
Name: CORRIE L. BINSFL

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of February, 2022, by John Luczynski as Chairman of the Board of Supervisors of the West Villages Improvement District. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Name: Wm R. Crosley
State of Florida at Large
Commission Expires: 8-30-2024

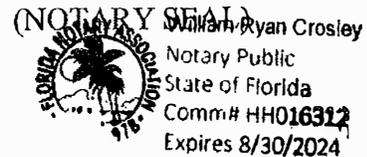


EXHIBIT A**ITEMIZED BILL OF SALE**

| <u>Infrastructure</u> | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Subtotal</u> |
|--------------------------------|-------------------|--------------------|--------------------------|------------------------|
| <i>20" PVC Force Main</i> | 5,704 | LF | \$64.45 | \$367,622.80 |
| <i>20" Gate Valve Assembly</i> | 3 | Each | \$16,266.00 | \$48,798.00 |
| <i>Sanitary Fittings</i> | 3 | LS | \$84,140.00 | \$252,420.00 |
| <i>20" Air Release Valve</i> | 1 | Each | \$9,006.00 | \$9,006.00 |
| <i>20" Temporary Blowoff</i> | 1 | LS | \$2,715.00 | \$2,715.00 |
| <i>Connect to existing FM</i> | 2 | Each | \$2,970.00 | \$5,940.00 |
| TOTAL | | | | \$686,501.80 |

EXHIBIT B

LOCATION OF INFRASTRUCTURE

**SKETCH OF DESCRIPTION
PUBLIC UTILITY EASEMENT "A"**

SHEET 1 OF 5

DESCRIPTION:

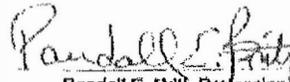
A parcel of Land lying in Section 4, Township 40 South, Range 20 East and Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northeast corner of Section 4, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W, along the South line of said Section 4, a distance of 50.00 feet to the West line of lands described in Official Records Instrument #2009159454; thence S.00°25'07"W, along said West line of lands described in Official Records Instrument #2009159454, a distance of 256.85 feet to the POINT OF BEGINNING; thence S.00°25'07"W, along said West line of lands described in Official Records Instrument #2009159454, a distance of 50.41 feet; thence N.62°48'14"W, a distance of 201.36 feet to a point on a curve to the left, having a radius of 905.00 feet, a central angle of 55°14'58", a chord bearing of S.89°34'17"W, and a chord length of 830.26 feet; thence along the arc of said curve, an arc length of 872.68; thence N.28°03'12"W a distance of 35.00 feet; thence S.61°56'49"W, a distance of 141.90 feet to a point on a curve to the right, having a radius of 460.34 feet, a central angle of 75°45'56", a chord bearing of N.80°10'14"W, and a chord length of 460.34 feet; thence along the arc of said curve, an arc length of 495.88 feet; thence N.42°17'17"W, a distance of 103.79 feet to a point on a curve to the left, having a radius of 875.00 feet, a central angle of 71°07'11", a chord bearing of N.77°50'52"W, and a chord length of 1017.72 feet; thence along the arc of said curve, an arc length of 1086.11 feet; thence S.68°35'32"W, a distance of 177.96 feet to a point on a curve to the right, having a radius of 1130.00 feet, a central angle of 12°22'35", a chord bearing of S.72°46'50"W, and a chord length of 243.62 feet; thence along the arc of said curve, an arc length of 244.09 feet; thence S.78°58'08"W, a distance of 1.01 feet; thence S.36°23'11"W, a distance of 22.17 feet; thence N.11°01'52"W, a distance of 11.00 feet to a point on a curve to the right, having a radius of 35.00 feet, a central angle of 88°21'46", a chord bearing of N.56°51'00"W, and a chord length of 48.79 feet; thence along the arc of said curve, an arc length of 53.90 feet; thence N.78°58'08"E, a distance of 58.31 feet to a point on a curve to the left, having a radius of 1100.00 feet, a central angle of 12°22'35", a chord bearing of N.72°46'50"E, and a chord length of 237.15 feet; thence along the arc of said curve, an arc length of 237.61 feet; thence N.66°35'32"E, a distance of 177.96 feet to a point on a curve to the right, having a radius of 805.00 feet, a central angle of 71°07'11", a chord bearing of S.77°50'52"E, and a chord length of 1052.61 feet; thence along the arc of said curve, an arc length of 1123.35 feet; thence S.42°17'17"E, a distance of 103.79 feet to a point on a curve to the left, having a radius of 345.00 feet, a central angle of 75°45'56", a chord bearing of S.80°10'14"E, and a chord length of 423.69 feet; thence along the arc of said curve, an arc length of 456.21 feet; thence N.61°56'48"E, a distance of 141.90 feet to a point on a curve to the right, having a radius of 930.00 feet, a central angle of 55°14'58", a chord bearing of N.89°34'17"E, and a chord length of 880.99 feet; thence along the arc of said curve, an arc length of 916.07 feet; thence S.62°48'14"E, a distance of 178.65 feet to the POINT OF BEGINNING.

Parcel contains 117966 square feet, or 2.7067 acres more or less.

NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown herein.
2. Bearings shown herein are based on the East Line of Section 4, Township 40 South, Range 20 East, as being S.00°25'07"W.
3. The description shown herein was prepared for this sketch.



Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3879
Note: Not Valid Unless Approved With Licensed Land Surveyor's Seal

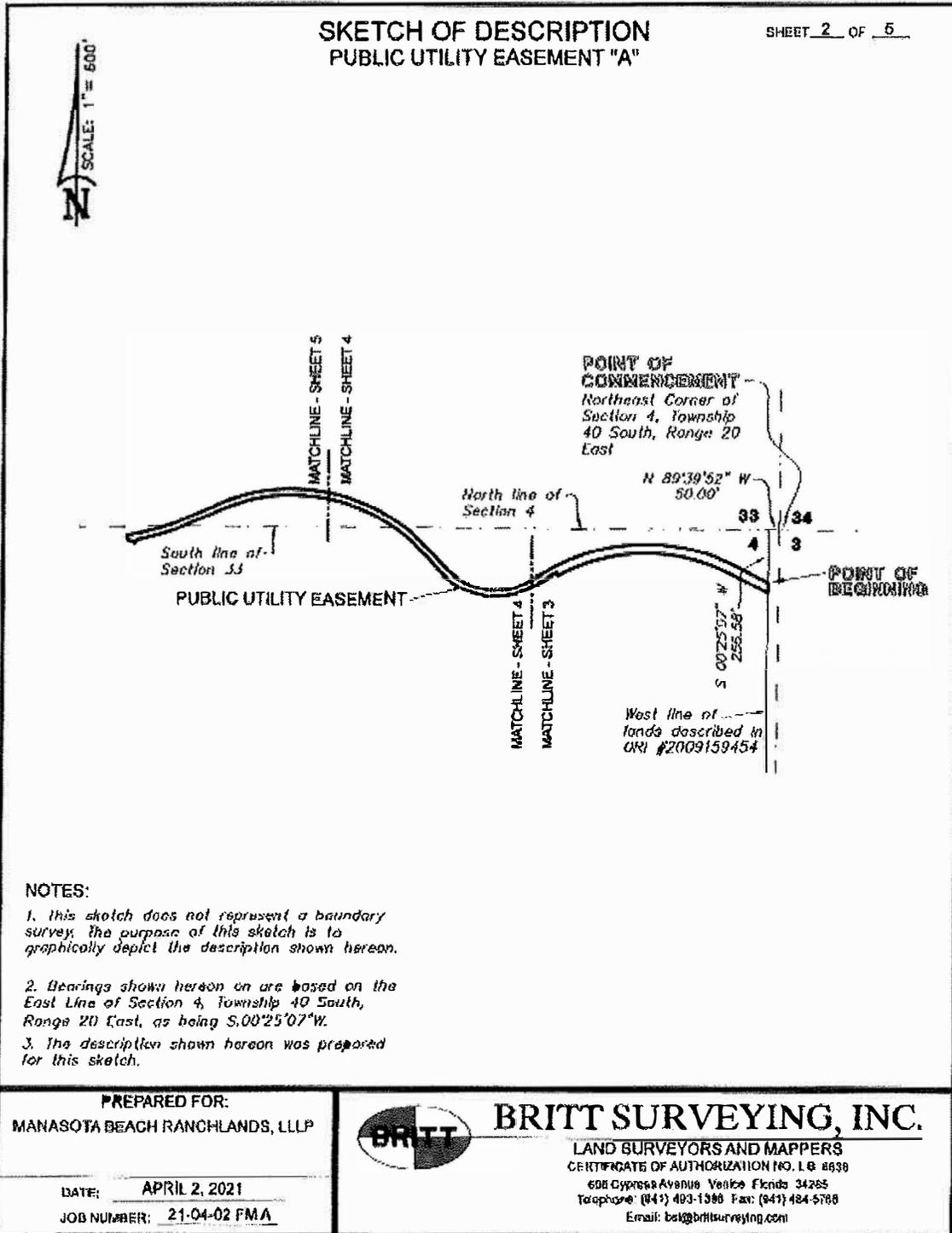
PREPARED FOR
MANASOTA BEACH RANCLANDS, LLLP

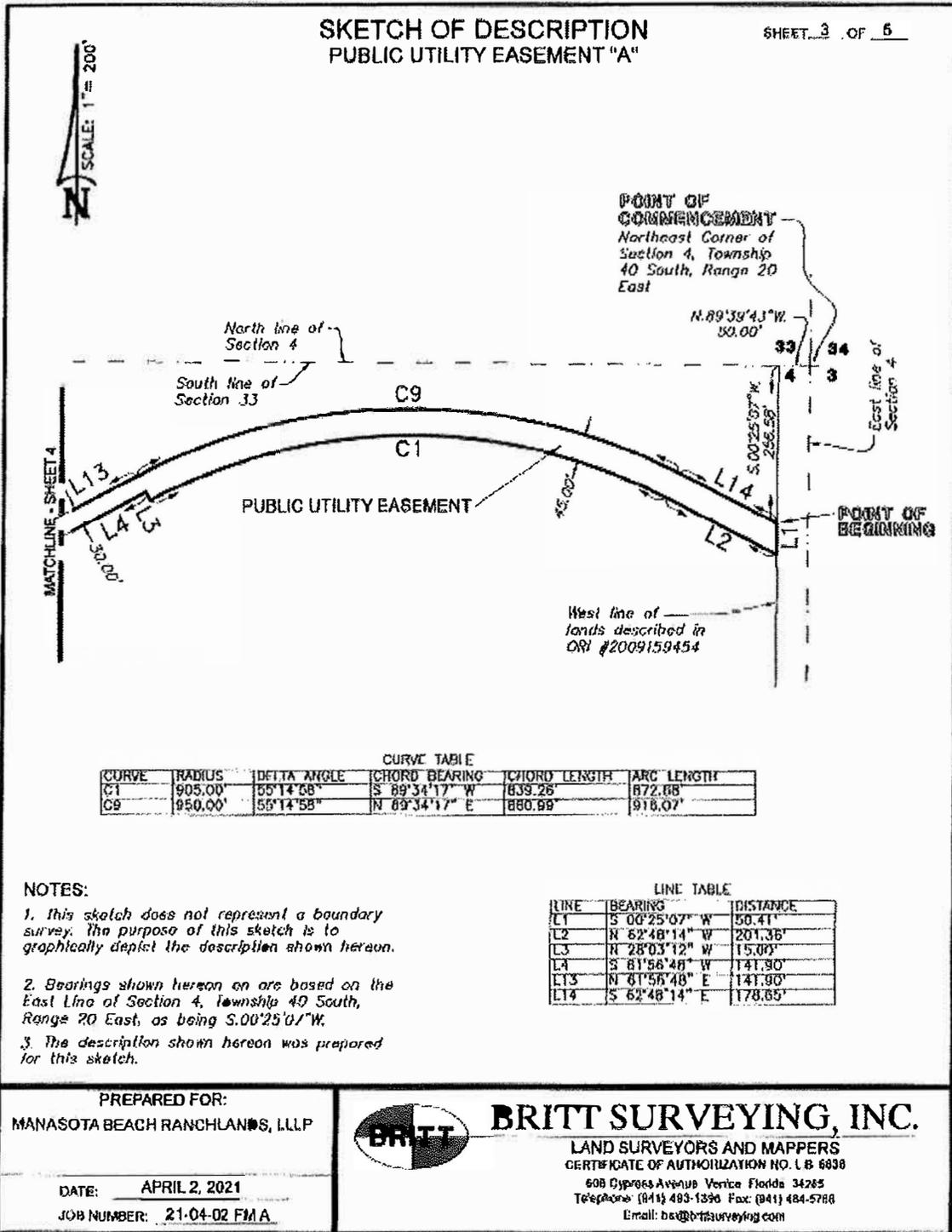


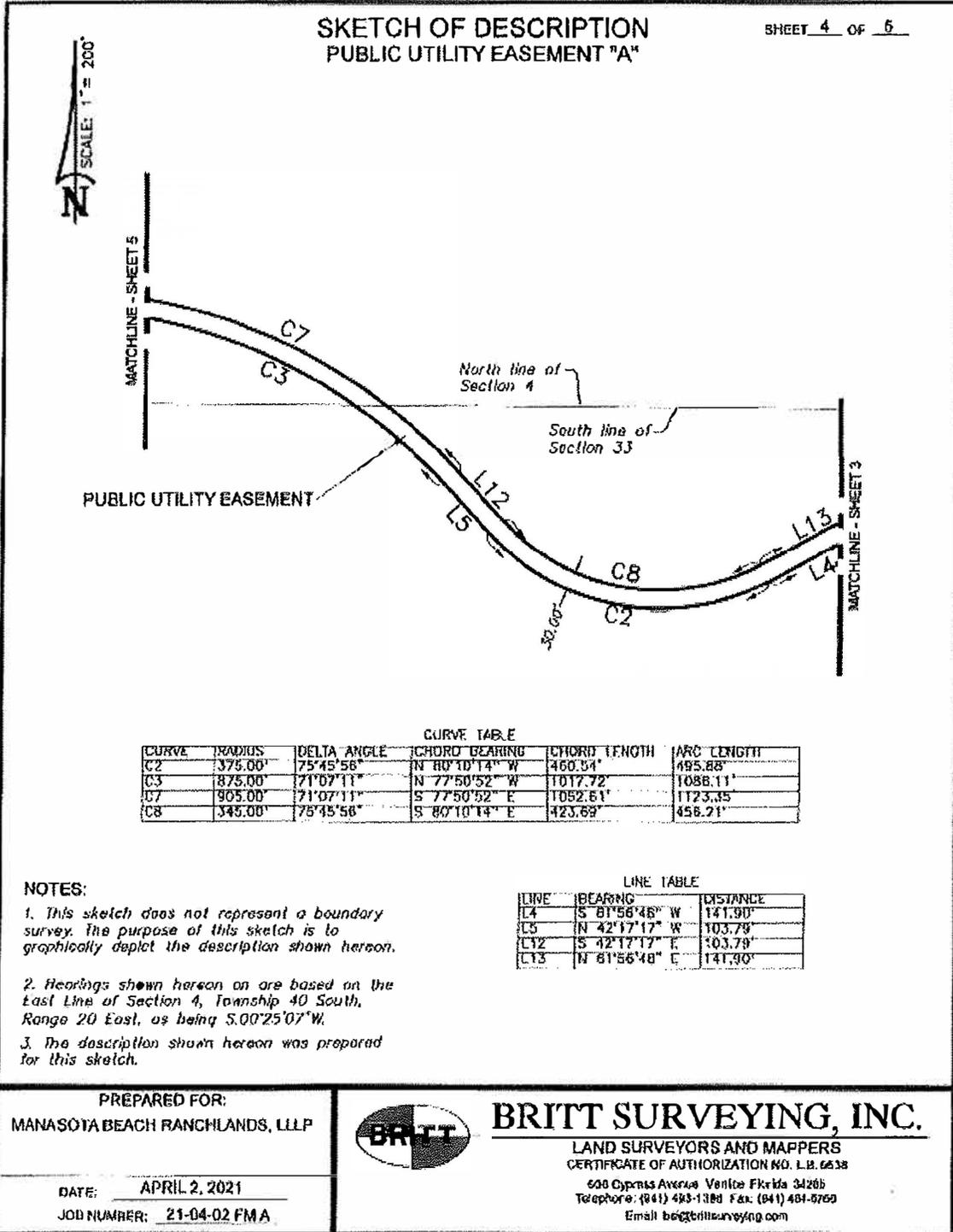
BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6318
808 Cypress Avenue Venice Florida 34286
Telephone (941) 483-1396 Fax: (941) 484-5766
Email: usi@brittsurveying.com

DATE: APRIL 2, 2021
JOB NUMBER: 21-04-02 FMA

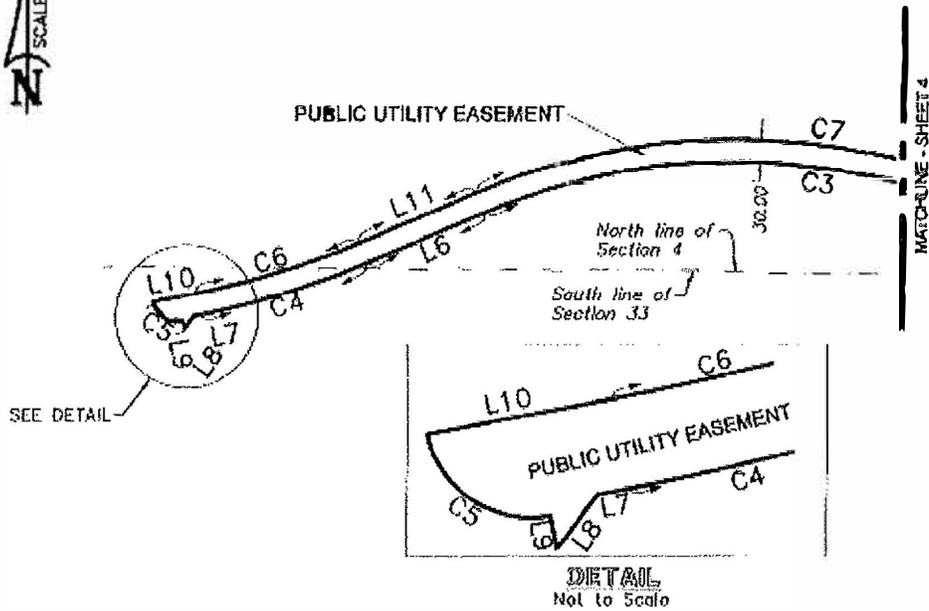






**SKETCH OF DESCRIPTION
PUBLIC UTILITY EASEMENT "A"**

SHEET 5 OF 6



CURVE TABLE

| CURVE | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH | ARC LENGTH |
|-------|----------|-------------|---------------|--------------|------------|
| C3 | 875.00' | 71°07'11" | N 77°50'52" W | 1017.72' | 1086.11' |
| C4 | 1130.00' | 12°22'35" | S 72°46'50" W | 243.62' | 244.09' |
| C5 | 35.00' | 88°21'48" | N 58°31'00" W | 48.78' | 53.98' |
| C6 | 1100.00' | 12°22'35" | N 72°46'50" E | 237.15' | 237.61' |
| C7 | 905.00' | 71°07'11" | S 77°50'52" E | 1052.61' | 1123.35' |

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L6 | S 66°35'32" W | 177.86' |
| L7 | S 78°58'08" W | 7.01' |
| L8 | S 30°23'11" W | 22.17' |
| L9 | N 11°01'52" W | 11.00' |
| L10 | N 78°58'08" E | 58.31' |
| L11 | N 66°35'32" E | 177.96' |

NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.

2. Bearings shown hereon are based on the East line of Section 4, Township 10 South, Range 20 East, as being S.00°25'07"W.

3. The description shown hereon was prepared for this sketch.

PREPARED FOR:
MANASOTA BEACH RANCHLANDS, LLLP

DATE: APRIL 2, 2021
JOB NUMBER: 21-04-02 FMA



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.S. 0938
608 Cypress Avenue Venice Florida 34265
Telephone (941) 493-1308 Fax: (941) 484-5766
Email: bs@brittsurveying.com

**SKETCH OF DESCRIPTION
PUBLIC UTILITY EASEMENT "B"**

SHEET 1 OF 4

DESCRIPTION:

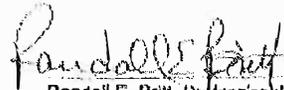
A parcel of Land lying in Section 4, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northeast corner of Section 4, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W, along the South line of said Section 4, a distance of 3174.71 feet; thence S.00°20'08"W, perpendicular to said South line of Section 4, a distance of 58.95 feet to the POINT OF BEGINNING, also being a point on curve to the left, having a radius of 35.00 feet, a central angle of 72°32'47", a chord bearing of S.64°45'29"E, and a chord length of 41.41 feet; thence along the arc of said curve, an arc length of 44.32 feet, thence S.110°15'52"E, a distance of 11.00 feet to a curve to the right, having a radius of 1145.00 feet, a central angle of 21°22'31", a chord bearing of S.89°39'23"W, and a chord length of 424.69 feet; thence along the arc of said curve, an arc length of 427.16 feet to a reverse curve to the left, having a radius of 495.00 feet, a central angle of 07°13'08", a chord bearing of N.83°15'56"W, and a chord length of 62.31 feet; thence along the arc of said curve, an arc length of 62.37 feet to a reverse curve to the right, having a radius of 505.00 feet, a central angle of 18°11'42", a chord bearing of N.77°46'39"W, and a chord length of 159.70 feet; thence along the arc of said curve, an arc length of 160.37 feet to a compound curve to the right, having a radius of 1165.00 feet, a central angle of 00°14'32", a chord bearing of N.08°33'32"W, and a chord length of 4.93 feet; thence along the arc of said curve, an arc length of 4.93 feet to a reverse curve to the left, having a radius of 645.00 feet, a central angle of 05°18'43", a chord bearing of N.7105'38"W, and a chord length of 59.78 feet; thence along the arc of said curve, an arc length of 59.80 feet to the boundary of lands described in Official Records Instrument # 2017156837, thence continue along said boundary line of lands described in Official Records Instrument # 2017156837 the following two (2) courses: (1) S.89°39'43"E, a distance of 92.44 feet; (2) thence N.26°56'38"W, a distance of 7.05 feet to a curve to the left, having a radius of 470.00 feet, a central angle of 167°1'44", a chord bearing of S.78°46'38"E, and a chord length of 132.41 feet; thence along the arc of said curve, an arc length of 132.85 feet to a reverse curve to the right, having a radius of 530.00 feet, a central angle of 07°13'00", a chord bearing of S.83°15'56"E, and a chord length of 86.73 feet; thence along the arc of said curve, an arc length of 86.78 feet to a reverse curve to the left, having a radius of 1110.00 feet, a central angle of 19°39'05", a chord bearing of S.89°28'54"E, and a chord length of 378.81 feet; thence along the arc of said curve, an arc length of 380.71 feet to the POINT OF BEGINNING.

Parcel contains 22322 square feet, or 0.5124 acres more or less.

NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.
2. Bearings shown hereon are based on the East line of Section 4, Township 40 South, Range 20 East, as being S.00°25'07"W.
3. The description shown hereon was prepared for this sketch.



Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979

Note: Not Valid Unless Printed With Embossed Land Surveyor's Seal

PREPARED FOR:
MANASOTA BEACH RANCLANDS, LLLP

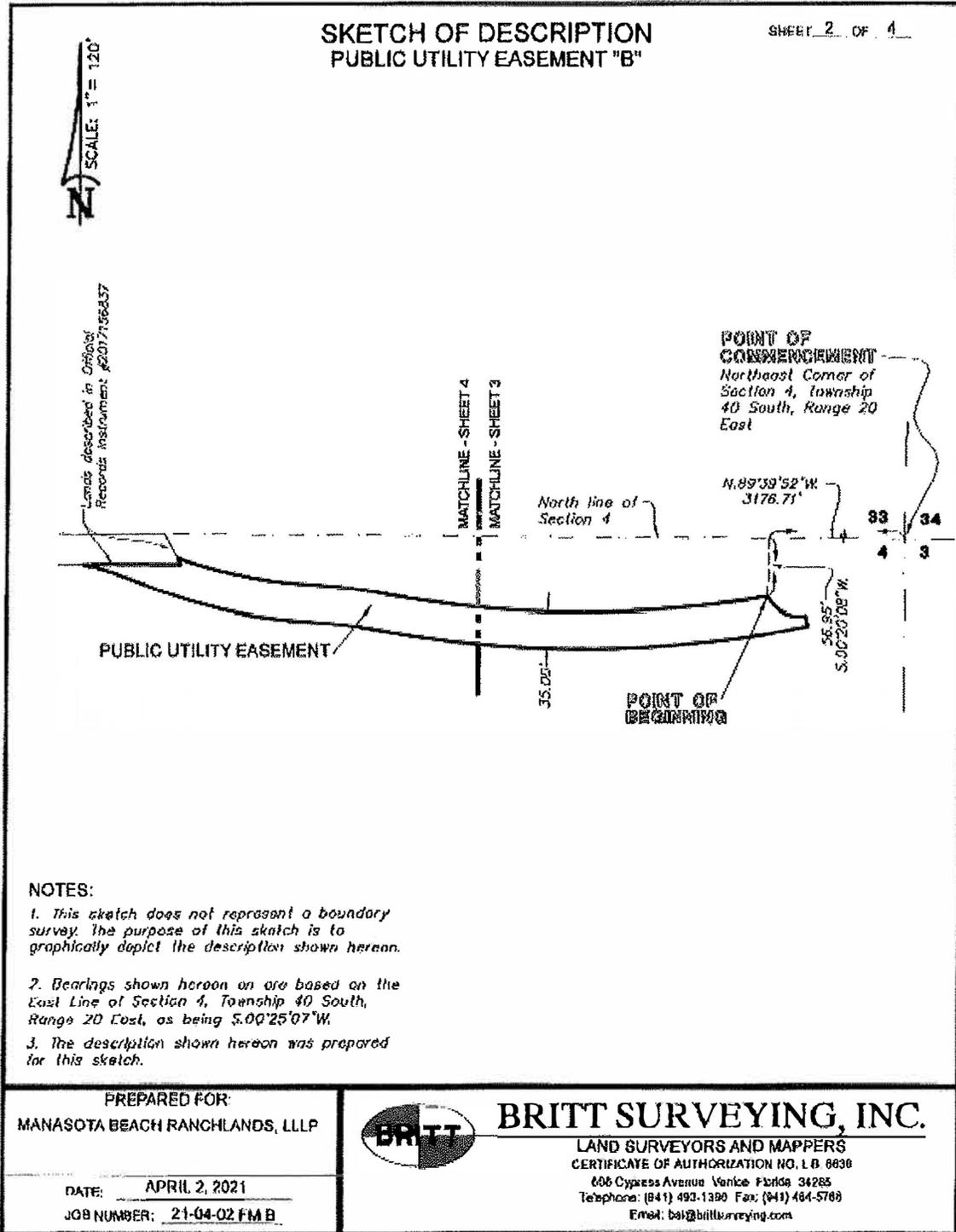
DATE: APRIL 2, 2021
JOB NUMBER: 21-04-02 PMB



BRITT SURVEYING, INC.

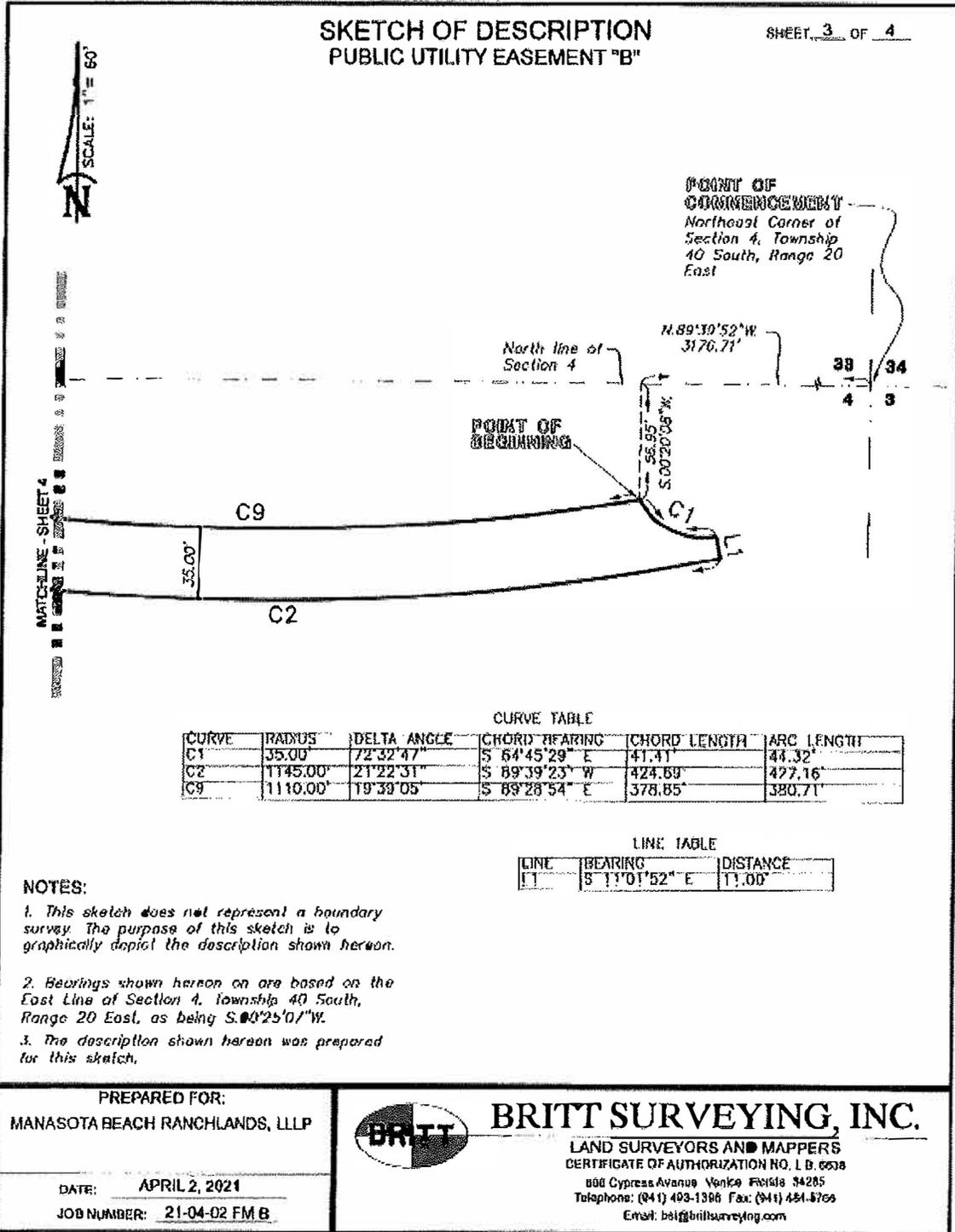
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.S. 6838

806 Cypress Avenue Venice Florida 34285
Telephone: (941) 483-1338 Fax: (941) 484-8785
Email: rb@brittsurveying.com



**SKETCH OF DESCRIPTION
PUBLIC UTILITY EASEMENT "B"**

SHEET 3 OF 4



CURVE TABLE

| CURVE | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH | ARC LENGTH |
|-------|----------|-------------|---------------|--------------|------------|
| C1 | 35.00' | 72°32'47" | S 54°45'29" E | 41.41' | 44.32' |
| C2 | 1145.00' | 21°22'31" | S 89°39'23" W | 424.69' | 427.16' |
| C9 | 1110.00' | 19°39'05" | S 89°28'54" E | 378.85' | 380.71' |

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 11°01'52" E | 11.00' |

NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.
2. Bearings shown hereon are based on the East Line of Section 4, Township 10 South, Range 20 East, as being S. 00°25'01" W.
3. The description shown hereon was prepared for this sketch.

PREPARED FOR:
MANASOTA BEACH RANCHLANDS, LLLP

DATE: APRIL 2, 2021
JOB NUMBER: 21-04-02 FMB



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
888 Cypress Avenue Veneta Florida 34285
Telephone: (941) 493-1386 Fax: (941) 451-5765
Email: britt@brittsurveying.com

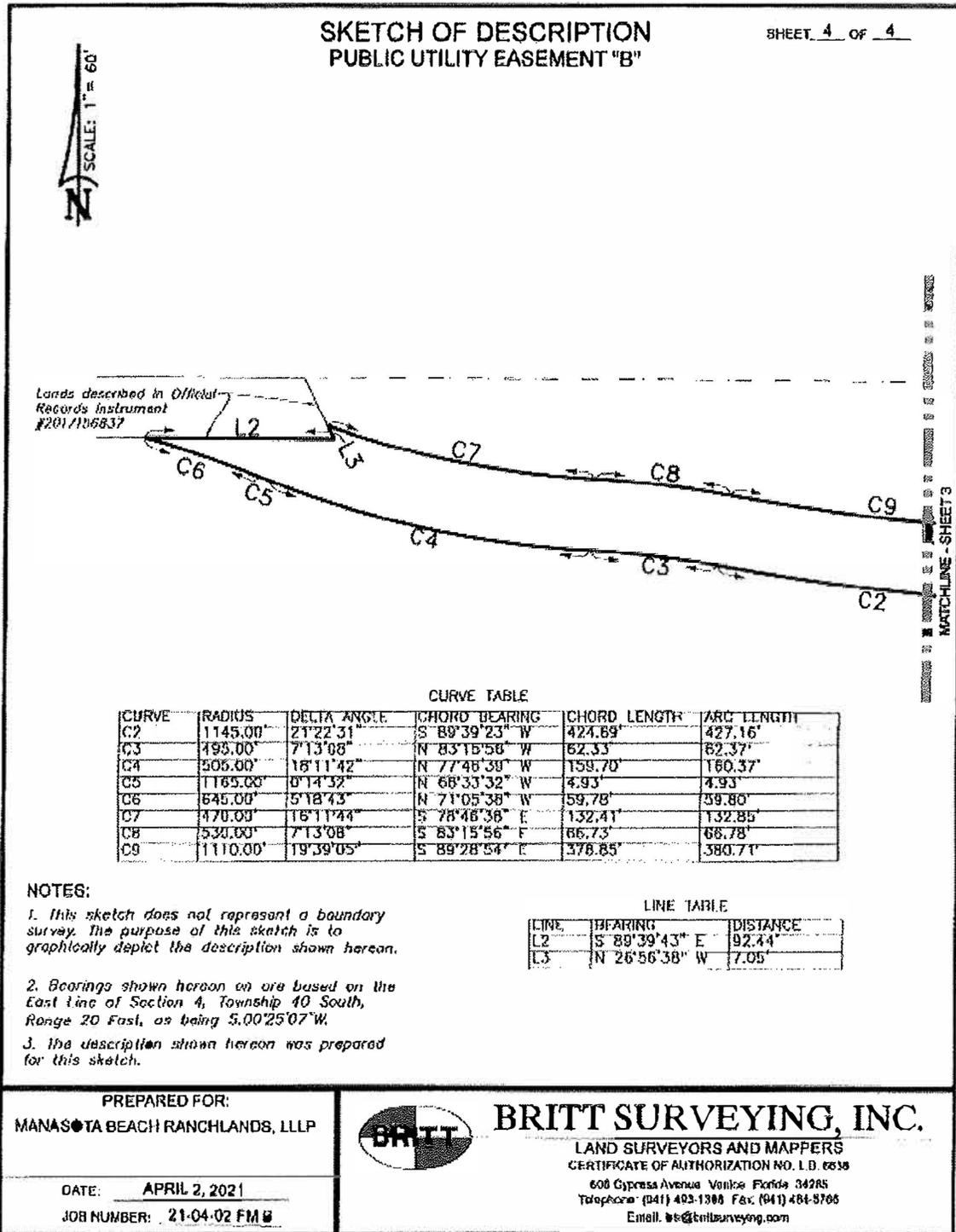


EXHIBIT "A"
SKETCH OF DESCRIPTION
PUBLIC UTILITY EASEMENT

SHEET 1 OF 2

DESCRIPTION:

A parcel of Land lying in Section 4, Township 40 South, Range 20 East and Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northeast corner of Section 4, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.00°25'07"W., along the East line of said Section 4, a distance of 239.31 feet, thence N.89°34'33"W., perpendicular to said East line of said Section 4, a distance of 84.37 feet to the POINT OF BEGINNING; thence N.62°48'14"W., a distance of 39.26 feet; thence N.00°16'02"E., a distance of 908.43 feet to the South line of lands described in Official Records Instrument No. 2020043949, of the Public Records of Sarasota County, Florida; thence N.90°00'00"E., along said South line, a distance of 35.00 feet; thence S.00°16'02"W., a distance of 924.37 feet to the POINT OF BEGINNING.

Parcel contains 32039 square feet, or 0.7355 acres more or less.

NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.
2. Bearings shown hereon are based on the East Line of Section 4, Township 40 South, Range 20 East, as being S.00°25'07"W.
3. The description shown hereon was prepared for this sketch.



Digitally signed by RANDALL E BRITT
 DN: c=US, o=BRITT SURVEYING INC.,
 dnQualifier=A01410D00000178F
 F121CC3000FF993, cn=RANDALL E BRITT
 Date: 2021.04.24 16:01:19 -04'00'

Randall E. Britt, Professional Land Surveyor
 Florida Certification Number 3979
 Note: Not Valid Unless Paired With ERI-000023184 Surveyor's Seal

PREPARED FOR:
 MANASOTA BEACH RANCHLANDS, LLLP

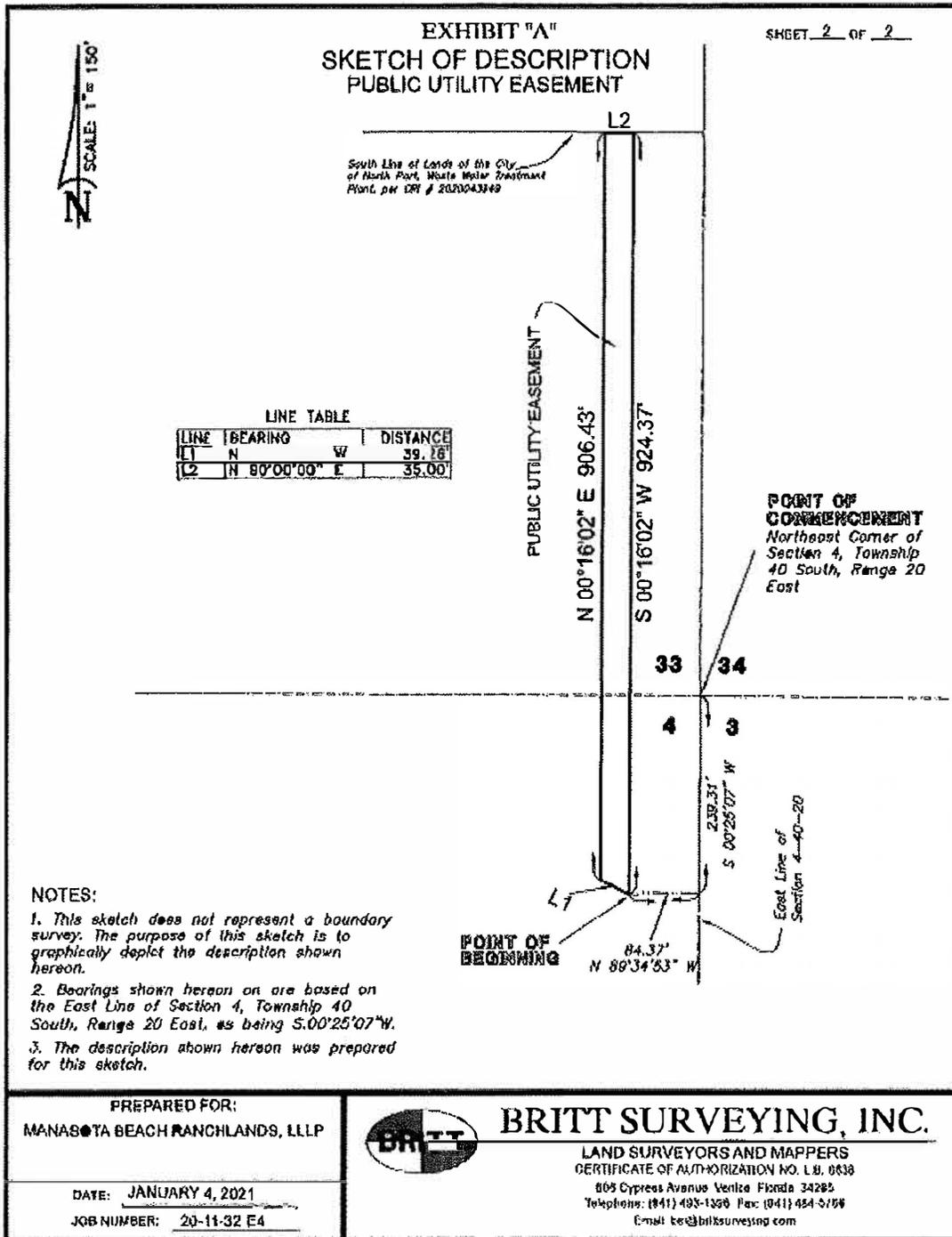
DATE: JANUARY 4, 2021

JOB NUMBER: 20-11-32 E4



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.D. 6639
 626 Cypress Avenue Venice Florida 34285
 Telephone: (841) 493-1398 Fax: (841) 484-5768
 Email: bdl@brittsurveying.com



NO-LIEN AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF Sarasota)

BEFORE ME, the undersigned notary public, personally appeared **John Luczynski** ("Affiant"), who, having been first duly sworn according to law, represents, warrants, deposes and says:

1. He has personal knowledge of all matters set forth in this Affidavit, is over the age of 18 years, and is competent to make, execute, and deliver this Affidavit.

2. He is the Chairman of the Board of Supervisors of **WEST VILLAGES IMPROVEMENT DISTRICT** (the "District"). The District is the owner of the force main improvements more particularly identified on the attached **Exhibit A** (the "Improvements"), which improvements are located on certain real property situated in Sarasota County, Florida, legally described on the attached **Exhibit B**. There are no other persons or entities who have an ownership interest in the Improvements other than the District.

3. To the best of Affiant's knowledge and belief, there are no unpaid invoices, either for labor or materials used in the making or repairing of the Improvements, or for services of architects, surveyors, or engineers incurred in connection with the making or repairing of the Improvements; claims of lien, notices of commencement, or actions, proceedings, liens, judgments, bankruptcies, liens, or executions pending or recorded relative to the Improvements.

4. This Affidavit is made and given by Affiant with full knowledge of applicable laws regarding sworn Affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

FURTHER AFFIANT SAYETH NOT.



JOHN LUCZYNSKI, CHAIRMAN

STATE OF FLORIDA)
COUNTY OF Sarasota)

The foregoing instrument was sworn to and ascribed before me by means of physical presence or online notarization, this 23 day of February, 2022, by John Luczynski, as Chairman of the Board of Supervisors of the West Villages Improvement District, for and behalf of such entity.

NOTARY STAMP:



William Ryan Crosley
Notary Public
State of Florida
Comm# HH016312
Expires 8/30/2024

Name: W.R. Crosley
Personally Known
OR Produced Identification _____
Type of Identification _____

EXHIBIT A**Description of the Improvements**

| <u>Infrastructure</u> | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Subtotal</u> |
|--------------------------------|-------------------|--------------------|--------------------------|------------------------|
| <i>20" PVC Force Main</i> | 5,704 | LF | \$64.45 | \$367,622.80 |
| <i>20" Gate Valve Assembly</i> | 3 | Each | \$16,266.00 | \$48,798.00 |
| <i>Sanitary Fittings</i> | 3 | LS | \$84,140.00 | \$252,420.00 |
| <i>20" Air Release Valve</i> | 1 | Each | \$9,006.00 | \$9,006.00 |
| <i>20" Temporary Blowoff</i> | 1 | LS | \$2,715.00 | \$2,715.00 |
| <i>Connect to existing FM</i> | 2 | Each | \$2,970.00 | \$5,940.00 |
| TOTAL | | | | \$686,501.80 |

EXHIBIT B

Legal Description of the Property

**SKETCH OF DESCRIPTION
PUBLIC UTILITY EASEMENT "A"**

SHEET 1 OF 5

DESCRIPTION:

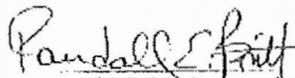
A parcel of Land lying in Section 4, Township 40 South, Range 20 East and Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northeast corner of Section 4, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W, along the South line of said Section 4, a distance of 50.00 feet to the West line of lands described in Official Records Instrument #2009159454; thence S.00°25'07"W, along said West line of lands described in Official Records Instrument #2009159454, a distance of 265.85 feet to the POINT OF BEGINNING; thence S.00°25'07"W, along said West line of lands described in Official Records Instrument #2009159454, a distance of 50.41 feet; thence N.62°48'14"W, a distance of 201.36 feet to a point on a curve to the left, having a radius of 905.00 feet, a central angle of 55°14'58", a chord bearing of S.89°34'17"W, and a chord length of 839.26 feet; thence along the arc of said curve, an arc length of 872.68; thence N.26°03'12"W, a distance of 15.00 feet; thence S.61°56'49"W, a distance of 141.90 feet to a point on a curve to the right, having a radius of 375.00 feet, a central angle of 75°45'56", a chord bearing of N.80°10'14"W, and a chord length of 460.54 feet; thence along the arc of said curve, an arc length of 495.88 feet; thence N.42°17'17"W, a distance of 103.79 feet to a point on a curve to the left, having a radius of 875.00 feet, a central angle of 71°07'11", a chord bearing of N.77°50'52"W, and a chord length of 1017.77 feet; thence along the arc of said curve, an arc length of 1086.11 feet; thence S.66°35'32"W, a distance of 177.96 feet to a point on a curve to the right, having a radius of 1130.00 feet, a central angle of 12°22'35", a chord bearing of S.72°46'50"W, and a chord length of 243.62 feet; thence along the arc of said curve, an arc length of 244.09 feet; thence S.78°58'08"W, a distance of 1.01 feet; thence S.36°23'11"W, a distance of 22.17 feet; thence N.11°01'52"W, a distance of 11.00 feet to a point on a curve to the right, having a radius of 35.00 feet, a central angle of 88°21'46", a chord bearing of N.56°51'00"W, and a chord length of 48.79 feet; thence along the arc of said curve, an arc length of 53.98 feet; thence N.78°58'08"E, a distance of 58.31 feet to a point on a curve to the left, having a radius of 1100.00 feet, a central angle of 12°22'35", a chord bearing of N.72°46'50"E, and a chord length of 237.15 feet; thence along the arc of said curve, an arc length of 237.61 feet; thence N.66°35'32"E, a distance of 177.96 feet to a point on a curve to the right, having a radius of 905.00 feet, a central angle of 71°07'11", a chord bearing of S.77°50'52"E, and a chord length of 1052.61 feet; thence along the arc of said curve, an arc length of 1123.35 feet; thence S.42°17'17"E, a distance of 103.79 feet to a point on a curve to the left, having a radius of 345.00 feet, a central angle of 75°45'56", a chord bearing of S.80°10'14"E, and a chord length of 423.09 feet; thence along the arc of said curve, an arc length of 456.21 feet; thence N.61°56'48"E, a distance of 141.90 feet to a point on a curve to the right, having a radius of 950.00 feet, a central angle of 55°14'58", a chord bearing of N.89°34'17"E, and a chord length of 880.99 feet; thence along the arc of said curve, an arc length of 916.07 feet; thence S.62°48'14"E, a distance of 178.65 feet to the POINT OF BEGINNING.

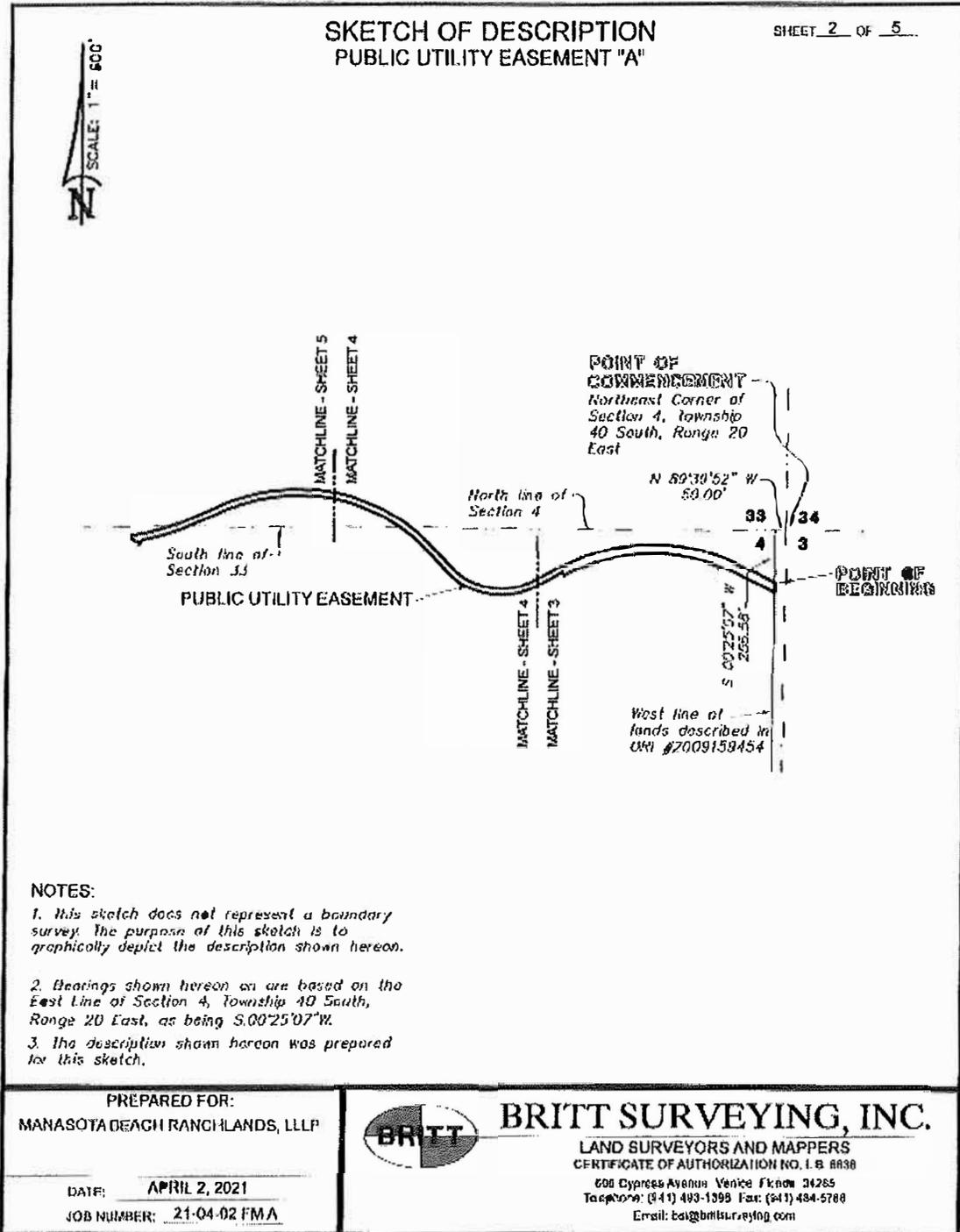
Parcel contains 117906 square feet, or 2.7067 acres more or less.

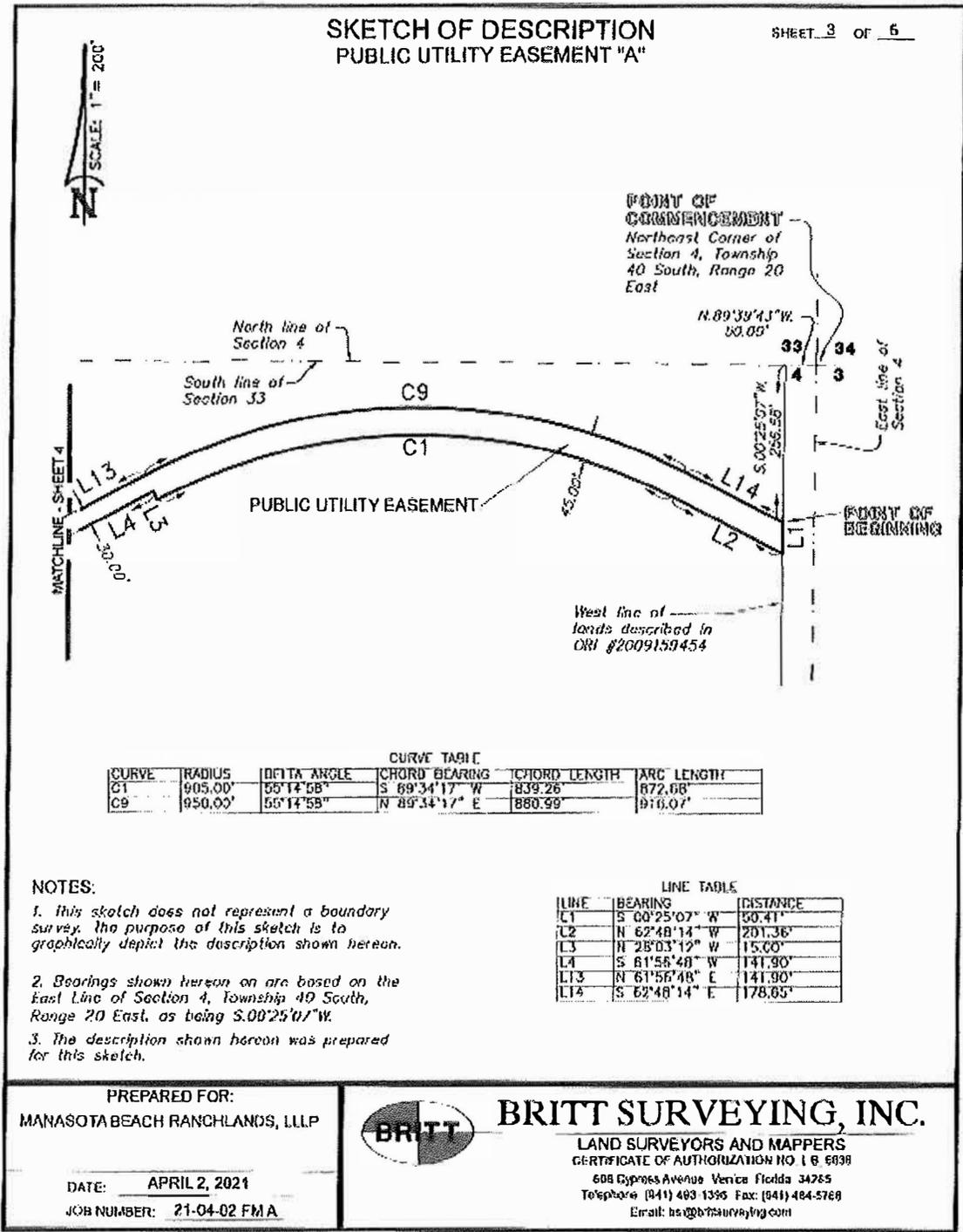
NOTES:

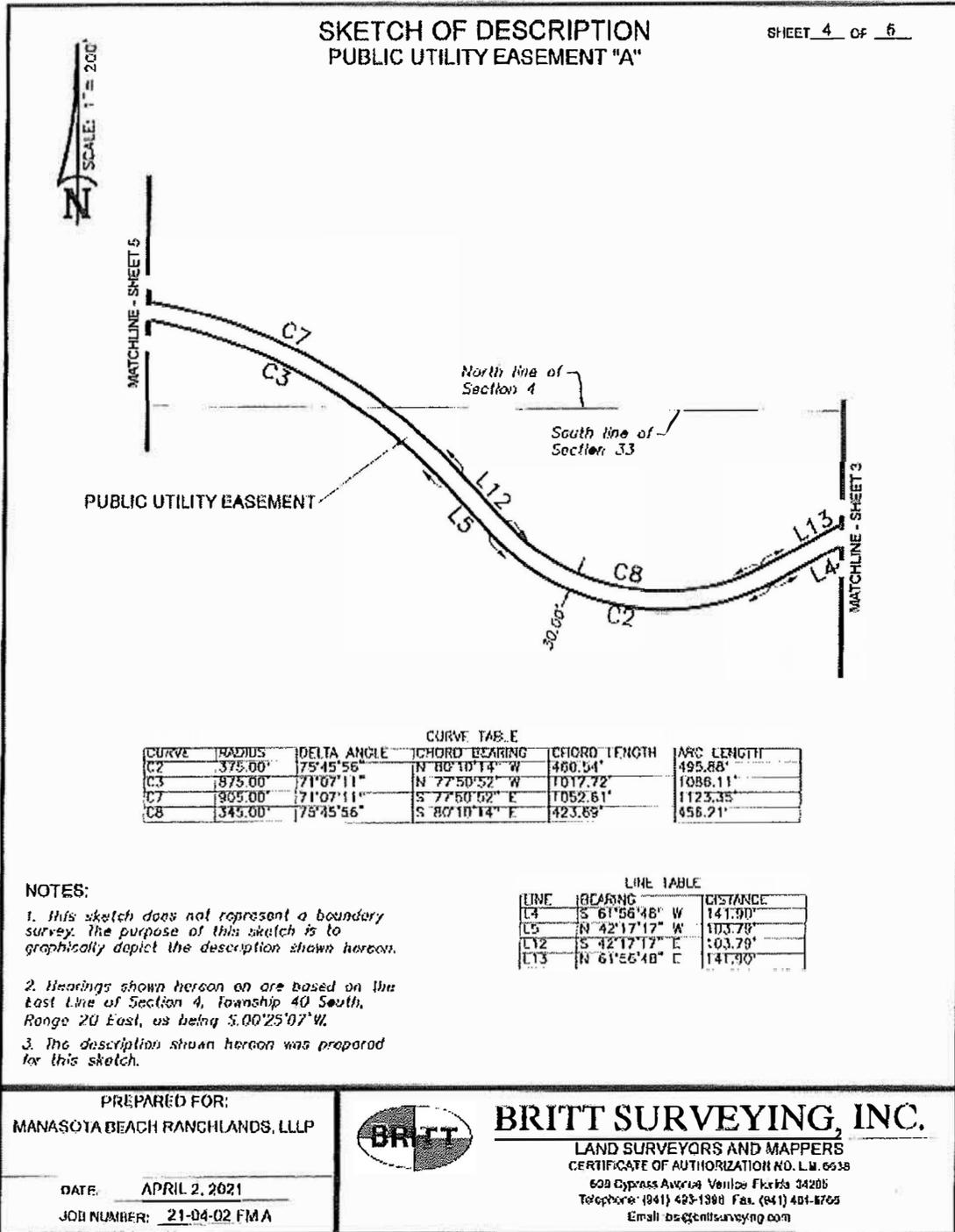
1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown herein.
2. Bearings shown herein are based on the East Line of Section 4, Township 40 South, Range 20 East, as being S 00°25'07"W.
3. The description shown herein was prepared for this sketch.

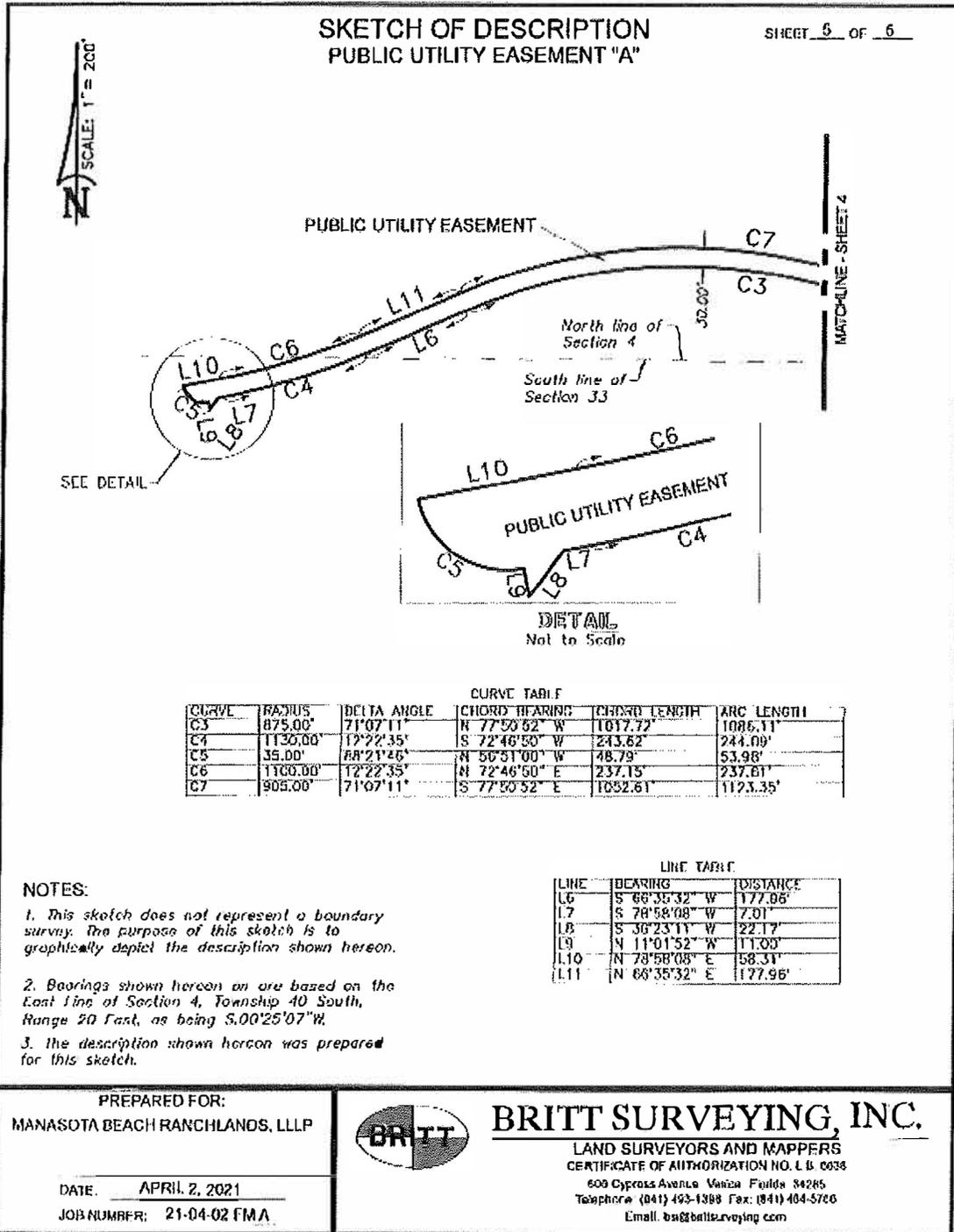

 Randall E. Britt, Professional Land Surveyor
 Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed and Security's Edge

| | | |
|---|---|--|
| PREPARED FOR: MANASOTA BEACH RANCHLANDS, LLLP |  | BRITT SURVEYING, INC. LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION NO. LB. 6638 606 Cypress Avenue Venice Florida 34286 Telephone: (941) 493-1356 Fax: (941) 484-5764 Email: bob@brittsurveying.com |
| DATE: <u>APRIL 2, 2021</u> JOB NUMBER: <u>21-04-02 FMA</u> | | |









**SKETCH OF DESCRIPTION
PUBLIC UTILITY EASEMENT "B"**

SHEET 1 OF 4

DESCRIPTION:

A parcel of land lying in Section 4, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northeast corner of Section 4, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W, along the South line of said Section 4, a distance of 3176.71 feet; thence S.00°20'08"W, perpendicular to said South line of Section 4, a distance of 56.95 feet to the POINT OF BEGINNING; also being a point on curve to the left, having a radius of 35.00 feet, a central angle of 72°32'47", a chord bearing of S.64°45'29"E., and a chord length of 41.41 feet; thence along the arc of said curve, an arc length of 44.32 feet; thence S.11°01'52"E., a distance of 11.00 feet to a curve to the right, having a radius of 1145.00 feet, a central angle of 21°22'31", a chord bearing of S.89°39'23"W, and a chord length of 424.69 feet; thence along the arc of said curve, an arc length of 427.16 feet to a reverse curve to the left, having a radius of 495.00 feet, a central angle of 077°3'08", a chord bearing of N.83°15'56"W, and a chord length of 62.33 feet; thence along the arc of said curve, an arc length of 62.37 feet to a reverse curve to the right, having a radius of 505.00 feet, a central angle of 18°11'42", a chord bearing of N.77°46'39"W, and a chord length of 159.70 feet; thence along the arc of said curve, an arc length of 160.37 feet to a compound curve to the right, having a radius of 1165.00 feet, a central angle of 00°14'32", a chord bearing of N.68°33'32"W, and a chord length of 4.93 feet; thence along the arc of said curve, an arc length of 4.93 feet to a reverse curve to the left, having a radius of 645.00 feet, a central angle of 05°18'43", a chord bearing of N.71°51'38"W, and a chord length of 59.78 feet; thence along the arc of said curve, an arc length of 59.80 feet to the boundary of lands described in Official Records Instrument # 2017155832, thence continue along said boundary line of lands described in Official Records Instrument # 2017155832 the following two (2) courses: (1) S.89°39'43"E, a distance of 92.44 feet; (2) thence N.26°56'38"W, a distance of 7.05 feet to a curve to the left, having a radius of 470.00 feet, a central angle of 16°11'44", a chord bearing of S.78°46'38"E., and a chord length of 132.41 feet; thence along the arc of said curve, an arc length of 132.65 feet to a reverse curve to the right, having a radius of 130.00 feet, a central angle of 077°3'08", a chord bearing of S.83°15'56"W., and a chord length of 66.73 feet; thence along the arc of said curve, an arc length of 66.78 feet to a reverse curve to the left, having a radius of 1110.00 feet, a central angle of 19°39'05", a chord bearing of S.89°20'54"E., and a chord length of 378.85 feet; thence along the arc of said curve, an arc length of 380.71 feet to the POINT OF BEGINNING.

Parcel contains 22322 square feet, or 0.5124 acres more or less.

NOTES:

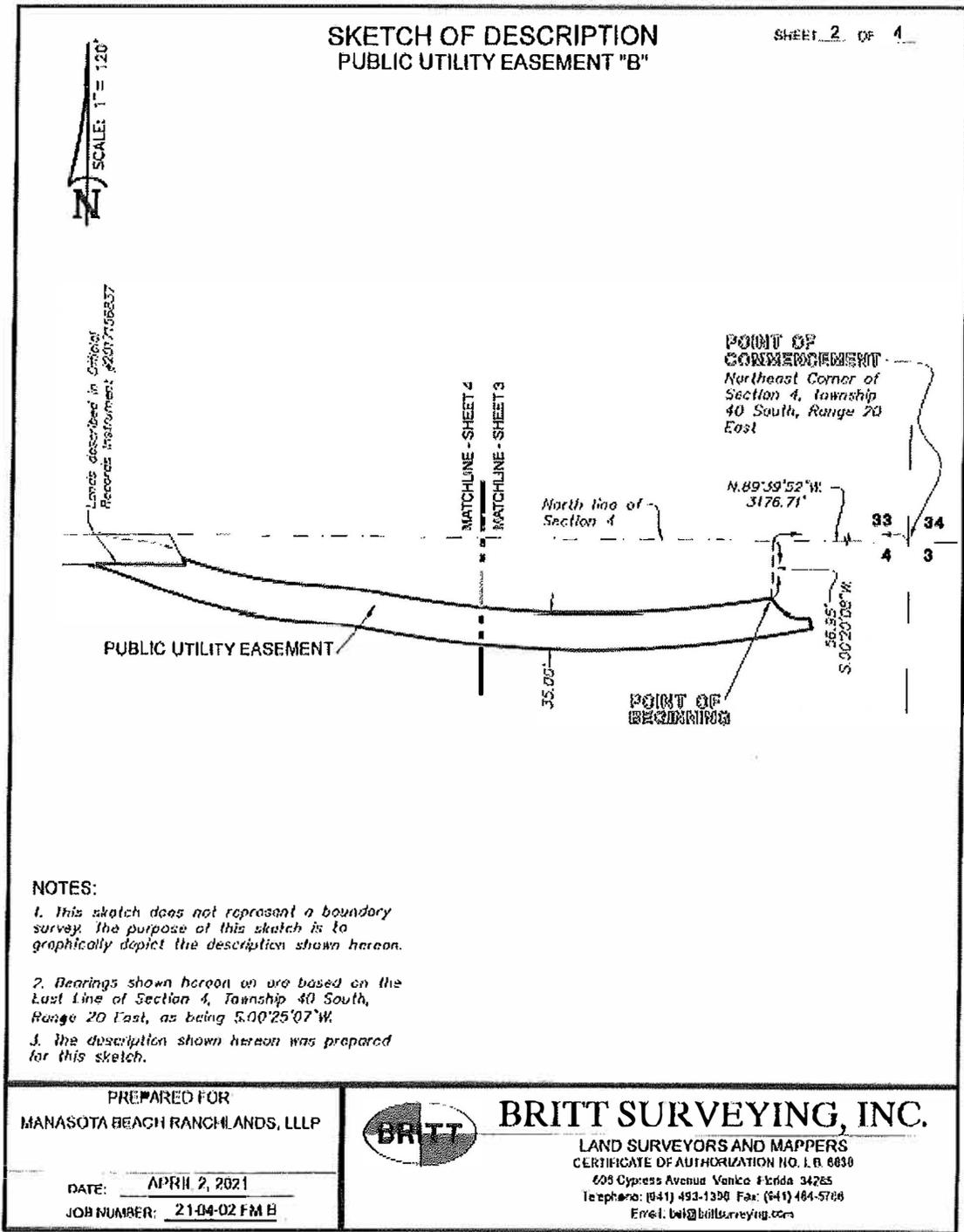
1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown herein.
2. Bearings shown herein on are based on the East line of Section 4, Township 40 South, Range 20 East, as being S.00°25'07"W.
3. The description shown herein was prepared for this sketch.

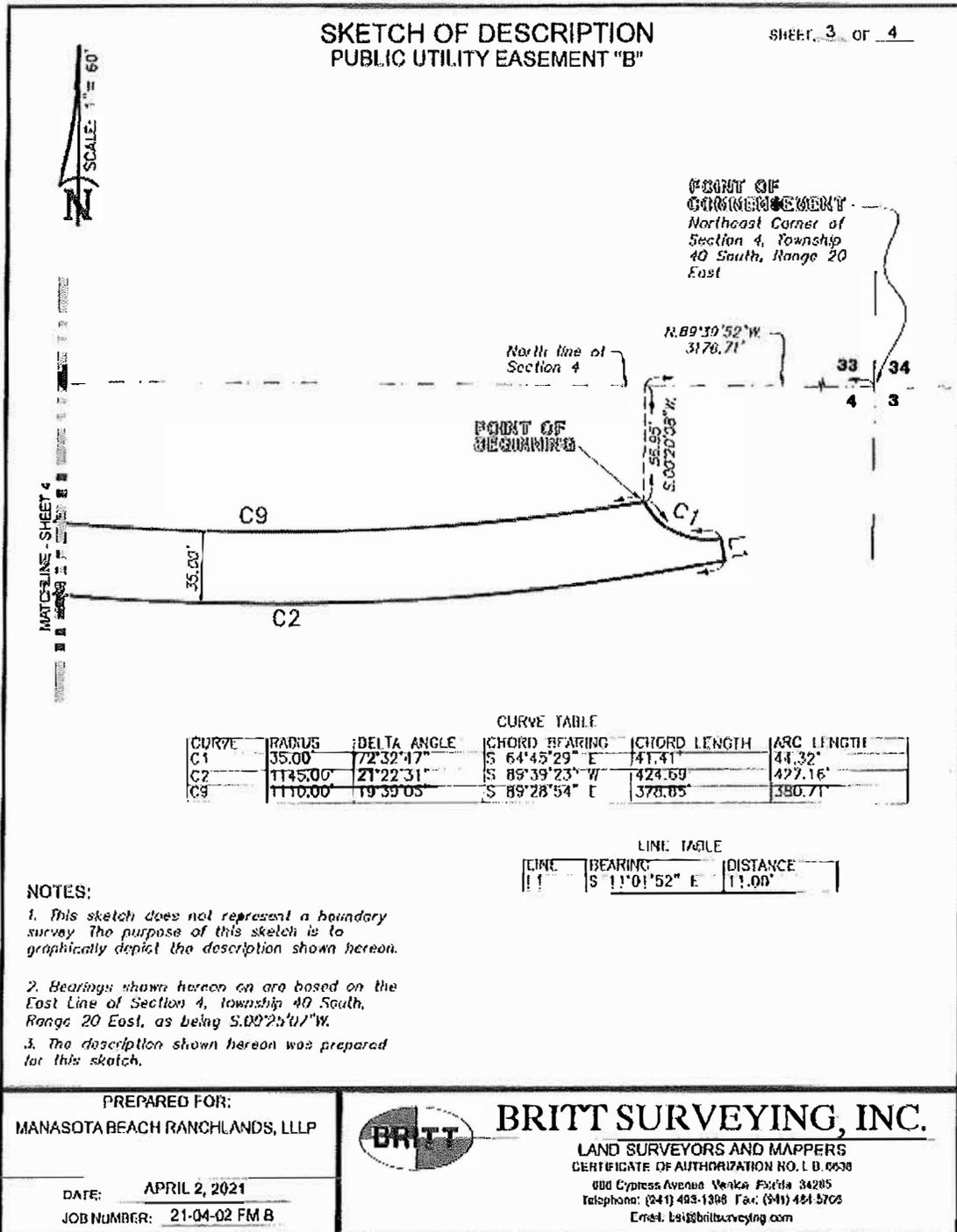


Rendall E. Britt, Professional Land Surveyor
Florida Certification Number 3979

Note: This Seal is not to be Impaled with Enclosed Land Surveyor's Seal

| | | |
|--|---|---|
| <p>PREPARED FOR: MANASOTA BEACH RANCLANDS, LLLP</p> |  | <p>BRITT SURVEYING, INC. LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION NO. L.B. 0938 808 Cypress Avenue, Venice, Florida 34205 Telephone: (841) 493-1398 Fax: (841) 454-1765 E-mail: br@brittsurveying.com</p> |
| <p>DATE: <u>APRIL 2, 2021</u></p> <p>JOB NUMBER: <u>21-04-02 FMB</u></p> | | |



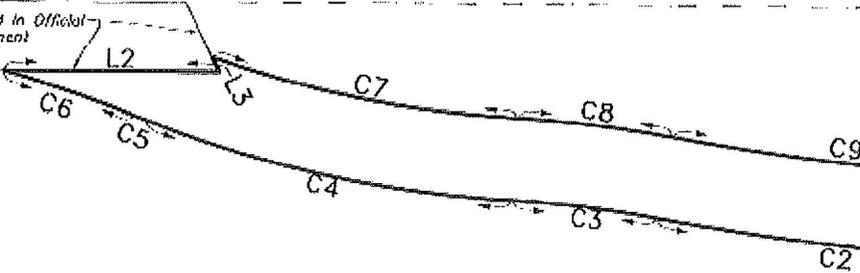


**SKETCH OF DESCRIPTION
PUBLIC UTILITY EASEMENT "B"**

SHEET 4 OF 4



Lands described in Official
Records Instrument
#201713-0837



MATCHLINE - SHEET 3

CURVE TABLE

| CURVE | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH | ARC LENGTH |
|-------|----------|-------------|---------------|--------------|------------|
| C2 | 1145.00' | 21°22'31" | S 89°39'23" W | 424.69' | 427.16' |
| C3 | 495.00' | 7°13'08" | N 83°15'56" W | 62.33' | 62.37' |
| C4 | 505.00' | 18°11'42" | N 77°48'30" W | 159.70' | 160.37' |
| C5 | 1185.00' | 0°14'32" | N 68°33'32" W | 4.93' | 4.93' |
| C6 | 645.00' | 5°18'43" | N 71°05'38" W | 59.78' | 59.80' |
| C7 | 470.00' | 18°11'44" | S 78°46'38" E | 132.41' | 132.85' |
| C8 | 530.00' | 7°13'08" | S 83°15'56" E | 66.73' | 66.78' |
| C9 | 1110.00' | 19°39'05" | S 89°28'54" E | 378.85' | 380.71' |

NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown herein.

2. Bearings shown herein are based on the East line of Section 4, Township 40 South, Range 20 East, as being S.00°25'07"W.

3. The description shown herein was prepared for this sketch.

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L2 | S 89°39'43" E | 92.44' |
| L3 | N 26°56'38" W | 7.05' |

PREPARED FOR:
MANASOTA BEACH RANCLANDS, LLLP

DATE: APRIL 2, 2021
JOB NUMBER: 21-04-02 FMB



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.S. 6633
509 Cypress Avenue Venice, Florida 33595
Telephone: (941) 483-1399 Fax: (941) 484-8766
Email: bs@brittsurveying.com

EXHIBIT "A"
SKETCH OF DESCRIPTION
PUBLIC UTILITY EASEMENT

SHEET 1 OF 2

DESCRIPTION:

A parcel of Land lying in Section 4, Township 40 South, Range 20 East and Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northeast corner of Section 4, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.00°25'07"W., along the East line of said Section 4, a distance of 239.31 feet, thence N.89°34'53"W., perpendicular to said East line of said Section 4, a distance of 84.37 feet to the POINT OF BEGINNING; thence N.62°48'14"W., a distance of 39.26 feet; thence N.00°16'02"E., a distance of 906.43 feet to the South line of lands described in Official Records Instrument No. 2020#43949, of the Public Records of Sarasota County, Florida; thence N.90°00'00"E., along said South line, a distance of 35.00 feet; thence S.00°16'02"W., a distance of 924.37 feet to the POINT OF BEGINNING.

Parcel contains 32039 square feet, or 0.7355 acres more or less.

NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.
2. Bearings shown hereon are based on the East Line of Section 4, Township 40 South, Range 20 East, as being S.00°25'07"W.
3. The description shown hereon was prepared for this sketch.



Digitally signed by **RANDALL E BRITT**
 DN: c=US, o=BRITT SURVEYING INC.,
 #Qualifier=A01410D00000178F
 F121CC3000FF993, cn=--RANDALL E BRITT
 Date: 2021.04.24 16:01:19 -0400

Randall E. Britt, Professional Land Surveyor
 Florida Certification Number 3879
Not Notarized Unless Registered With Embossed Land Surveyor Seal

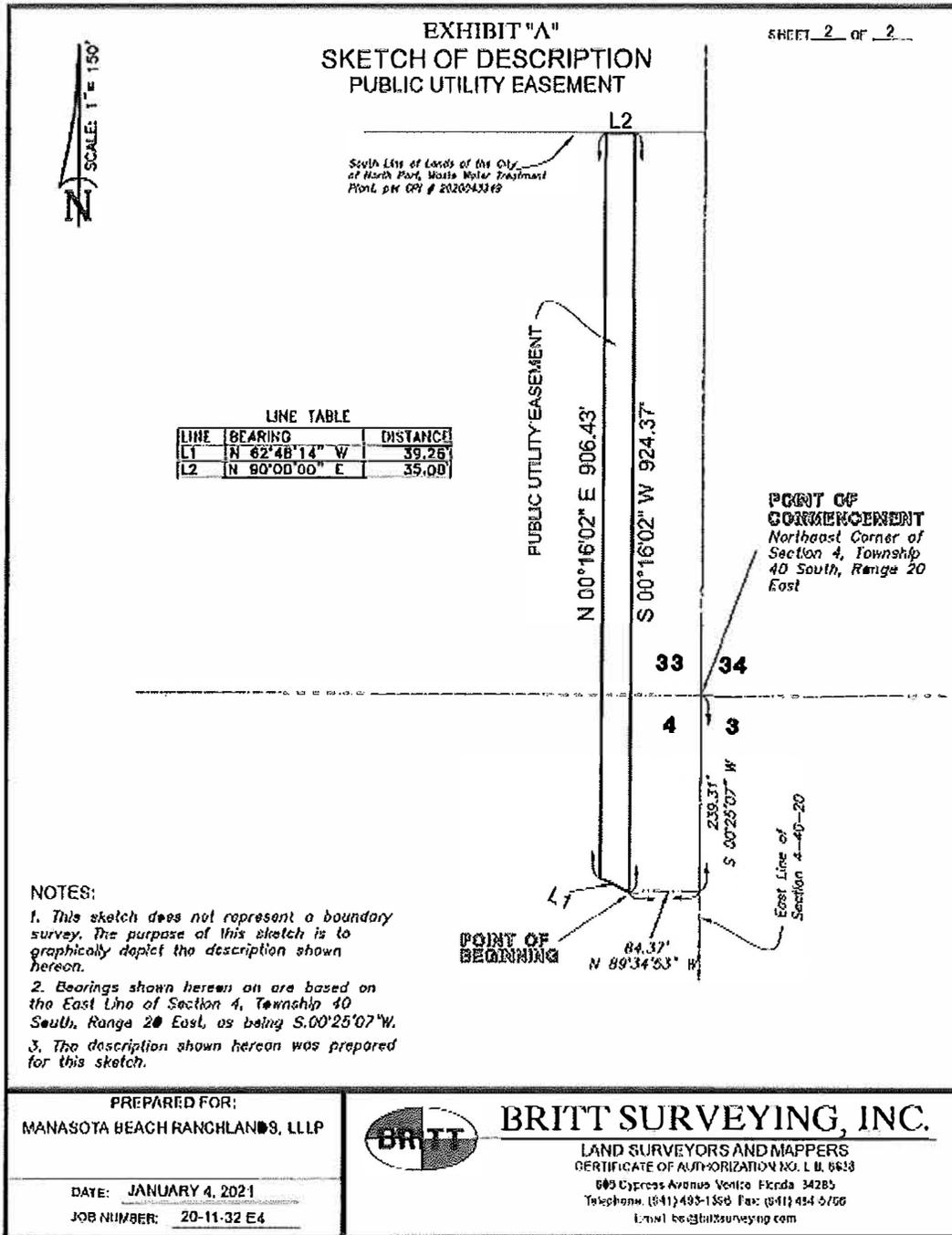
PREPARED FOR:
 MANASOTA BEACH RANCLANDS, LLLP

DATE: JANUARY 4, 2021
 JOB NUMBER: 20-11-32 E4



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.D. 6639
 606 Cypress Avenue Venice Florida 34285
 Telephone (841) 433-1395 Fax: (841) 484-5726
 Email es@brittsurveying.com



This instrument was prepared by, and upon recording, should be returned to:

Lindsay C. Whelan, Esq.
Kutak Rock, LLP
P.O. Box 10230
Tallahassee, Florida 32302

**ASSIGNMENT OF AGREEMENT GRANTING
NON-EXCLUSIVE PERPETUAL EASEMENT**

This **Assignment of Agreement Granting Non-Exclusive Perpetual Easement** (“**Assignment**”) is made and entered into this 23 day of February, 2022, by and between:

City of North Port, a Florida municipal corporation created and existing under and by virtue of the laws of the State of Florida, located in Sarasota County, Florida (the “**City**”); and

West Villages Improvement District, a local unit of special-purpose government established pursuant to Chapter 2004-456, *Laws of Florida*, located in the City of North Port and unincorporated Sarasota County, Florida (the “**District**”).

WITNESSETH

WHEREAS, the District presently owns certain wastewater force main and related infrastructure improvements (the “**Improvements**”) located on real property owned by Manasota Beach Ranchlands, LLLP (“**Manasota**”); and

WHEREAS, in order to allow the District to own, operate, and maintain the Improvements, the District and Manasota previously entered into that certain *Agreement Granting Non-Exclusive Perpetual Easement*, dated June 10, 2021, recorded as Instrument No. 2021109384 in the official records of Sarasota County, Florida (hereinafter, the “**Easement Agreement**”); and

WHEREAS, Section 9 of the Easement Agreement contemplates that upon the City’s acquisition of the Improvements, the District’s easement rights set forth in the Easement Agreement would be assigned to the City and that Manasota consents to such an assignment; and

WHEREAS, the District accordingly desires to convey its rights under the Easement Agreement to the City, and the City is amenable to accepting such assignment.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Assignment.

2. ASSIGNMENT OF EASEMENT. Pursuant to Section 9 of the Easement Agreement, the District hereby assigns its rights, duties, and obligations under the Easement Agreement to the City, and the City accepts such assignment. Upon the effective date of this Assignment, the District shall have no further rights, duties, or obligations under the Easement Agreement.

3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers.

[Signatures on Following Pages]

Approved by the City Commission of the City of North Port, Florida on _____, 2022.

CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

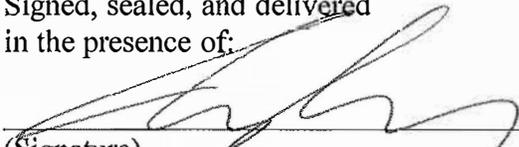
HEATHER TAYLOR, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

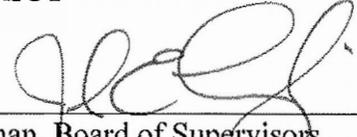
AMBER L. SLAYTON
CITY ATTORNEY

Signed, sealed, and delivered
in the presence of:

**WEST VILLAGES IMPROVEMENT
DISTRICT**



(Signature)



Chairman, Board of Supervisors

Tom Buckley

(Print Name)



(Signature)

Corie L. Dinofz

(Print Name)

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 23 day of February, 2022, by John Luczynski, as Chairman of
the Board of Supervisors of the **West Villages Improvement District**, a unit of special purpose
government created pursuant to Chapter 189, Florida Statutes, on behalf of said District. He is
personally known to me or has produced _____ as identification.



Notary Public
Name: William R. Crosley
State of Florida at Large
Commission Expires: 8/30/2024

(NOTARY SEAL) William Ryan Crosley
Notary Public
State of Florida
Comm# HH016312
Expires 8/30/2024



**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WASTEWATER
INFRASTRUCTURE IMPROVEMENTS AND ACKNOWLEDGMENT OF
ASSIGNMENT OF WARRANTIES**

**THIS ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WASTEWATER
INFRASTRUCTURE IMPROVEMENTS AND ACKNOWLEDGMENT OF ASSIGNMENT OF
WARRANTIES** (the "Assignment") is made the 23 day of February, 2022 by:

West Villages Improvement District, which is a local unit of special-purpose government situated in the City of North Port and Sarasota County, Florida, whose mailing address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

The City of North Port, Florida, a Florida municipal corporation with a mailing address of 4970 City Hall Boulevard, North Port, Florida 34286 (the "City"); and

Shippo Excavating & Grading, Inc., a Florida corporation, with a mailing address of P.O. Box 295 Venice Florida 34284 (the "Contractor"); and

Manasota Beach Ranchlands, LLLP, a Delaware limited liability limited partnership with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 ("Manasota").

RECITALS

WHEREAS, the Contractor has provided construction services to Manasota pursuant to a contract for the provision of such services, attached hereto as **Exhibit A** (the "Construction Contract"), in connection with its construction of a Village E Force Main Extension project within the District as more particularly described on the attached **Exhibit B** (the "Improvements"); and

WHEREAS, the District has previously acquired the Improvements from Manasota; and

WHEREAS, the City intends to acquire the Improvements from the District and, as part of that acquisition, the District intends to assign all warranties, including those provided in the Construction Contract, to the City; and

WHEREAS, the Contractor and Manasota acknowledge and agree that the warranties are freely assignable and has no objection to the assignment of the warranties to the City; and

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the City agree, and Manasota and the Contractor acknowledges, as follows:

SECTION 1. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District has previously acquired the Improvements and all related warranties, from Manasota and

that the City will subsequently acquire such improvements from the District. The Contractor and Manasota accordingly acknowledge and agree that all warranties, statutory and contractual, are freely assignable and have no objection to the assignment of such warranties pursuant to the Construction Agreement to the City.

SECTION 2. ASSIGNMENT OF WARRANTIES. District hereby assigns to the City all warranties related to the Improvements, and the Contractor hereby agrees to fulfill such warranties pursuant to the terms of the Construction Contract and Florida law.

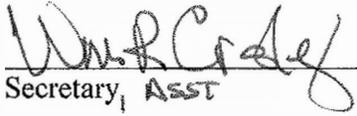
SECTION 3. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to the completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, the scope of which is set forth in **Exhibit A**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor for the Improvements pursuant to the Construction Contract.

SECTION 4. EFFECTIVE DATE. This Assignment shall take effect on the date identified above.

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**


Secretary, ASST


Chairman, Board of Supervisors

Approved by the City Commission of the City of North Port, Florida on _____, 2022.

ATTEST:

**THE CITY OF NORTH PORT,
FLORIDA**

Heather Taylor, MMC
City Clerk

Pete Emrich
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Amber L. Slayton
City Attorney

**SHIPPS EXCAVATING & GRADING
INC., a Florida corporation**

By: [Signature]
Its: President

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 23 day of February 2022, by
Jonathan Shipps (name), as _____ (title) for
Shipps Excavating & Grading, Inc. (entity).

[Signature]
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



William Ryan Crosley
Notary Public
State of Florida
Comm# HH016312
Expires 8/30/2024

MANASOTA BEACH RANGLANDS,
LLLP, a Delaware limited liability limited
partnership

By: Thomas Ranch Villages GP, LLC, its
General Partner

By: Thomas Ranch Manager, LLC, its
Manager

By: Richard Severance
Its: NP

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 23 day of February 2022, by
Richard Severance (name), as Vice President (title) for
Thomas Ranch Villages GP LLC, Thomas Ranch Manager (entity).

William Ryan Crosley
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

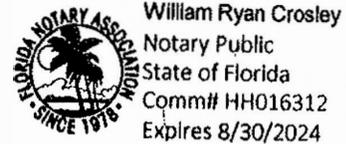


EXHIBIT A

CONSTRUCTION CONTRACT

Exhibit 4 to the resolution
Tom S. copy
Entered 7/20/20

MANASOTA BEACH RANCLANDS, LLLP
19503 S West Villages Parkway, STE 14
Venice, FL 34293
Phone: 941-999-4822

SITE CONTRACTOR AGREEMENT

Name of Contractor: Shippo Excavating & Grading Inc. Contractor No. _____
Type of entity (check one): _____ LLC Corporation _____ Partnership _____ Sole Proprietorship
Contractor's License No. CUC1225528 Federal I.D. No. 59-1822757
Social Security No. NA Sales Tax No. NA
Business Address: PO Box 295 Venice, FL 34284
Business Phone: 941-270-0752 Cellular Phone 941-270-0892
Facsimile No. _____ E-mail Address: es@shippocontractinginc.com
Website: www.shippocontractinginc.com E-Mail Address: js@shippocontractinginc.com
Owner: (Pres.) Edye Shippo Business Address for Owner: 438 Pendleton Dr, Venice, FL 34292
Owner's Authorized Representative: (Vice-President) Jonathan Shippo

This Site Contractor Agreement (the "Agreement") is made and entered into effective the 16 day of September, 2019 by and between **MANASOTA BEACH RANCLANDS, LLLP**, a Delaware limited liability company, ("Owner") and the Contractor identified above ("Contractor").

RECITALS:

- A. The parties intend this to be the Agreement between the parties pursuant to which Contractor will furnish all labor, equipment and/or materials necessary to fully complete the Scope of Work, attached hereto as Exhibit A (the "Work"), for the construction of the subdivision improvements on the property of Owner located at VILLAGE E FORCE MAIN EXTENSION (the "Project") in North Port, Florida (the "City" or "Municipality"). The Work to be performed by Contractor shall be in accordance with: (i) the plans and specifications prepared for the Project by KIMLEY-HORN AND ASSOCIATES, INC., dated 06/24/2020, and any subsequent revisions thereto, with the latest revision on _____, and a complete listing of the plan sheets applicable to the Work is attached at Exhibit "B" (collectively the "Plans"); and (ii) the Contract Documents, as hereinafter defined and as further described in this Agreement;
- B. Contractor intends to perform or provide the Work on the Project in consideration for payment as set forth in this Agreement;
- C. Owner desires to engage Contractor as an independent contractor for the purpose of performing the Work; and
- D. Owner has retained ASHLEY M. MIELE, P.E. #66476 as its Engineer of Record for the Project ("Engineer").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Owner and Contractor agree as follows:

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1. **Contract Documents.** This Agreement, any modifications to the Agreement made pursuant to paragraph 5.3 and Section 8 herein, the Plans, and the documents attached to or referenced in this Agreement, the Contractor's bid dated 01/24/2018, and the Notice to Proceed (collectively, the "Contract Documents") shall constitute the entire agreement between Owner and Contractor with respect to the Project. Any and all provisions of the Contract Documents which are applicable to this Agreement or which in any way affect the Work shall have the same effect as if written in full in this Agreement. Should the provisions of the Contract Documents be in conflict with the provisions of any other documents executed by and between Owner and Contractor concerning the Work, the Contract Documents shall control. Should there be a conflict between any of the Contract Documents, the provisions of this Agreement shall control. Exhibits attached to this Agreement are:

- 1.1 **Exhibit A – Scope of Work**
Exhibit A-2 – Contract Price
Exhibit B – List of Plan Sheets
Exhibit C – Draw and Payment Procedures and Policies
Exhibit D 1-4 – Form Lien Waivers
Exhibit E – Construction Schedule
Exhibit F – Special Conditions
Exhibit G – List of Materialmen and Subcontractors
Exhibit H – Safety Procedures and Project Rules and Regulations
Exhibit I – Payment Application

2. **Description of Scope of Work.** Contractor agrees to furnish all supervision, labor, materials, equipment and other facilities required to complete the Work in compliance with all Contract Documents, as those documents are identified herein. The Work shall include all labor, equipment, materials, facilities, technology, supervision and services that are:

- (a) reasonably inferable from the Work specified;
- (b) customarily performed and provided by competent contractors as part of the proper performance of the Work of the type specified;
- (c) necessary to achieve successful, timely and safe completion of the Work;
- (d) necessary to cut, fit or patch portions of the Work, as required to make its several parts come together properly, and to fit it to receive or be received by the work of other contractors, as shown upon or reasonably implied by the Contract Documents; and
- (e) necessary to fulfill the undertakings, covenants, guarantees, representations and warranties set forth in this Agreement, the Contract Documents and warranty requests by Owner.

3. **Date of Commencement and Time for Completion of the Work.** The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Contractor will achieve Substantial Completion of the Work within 180 days after the date of commencement ("Contract Time"). As used in this Agreement, Substantial Completion shall mean the date upon which the authority having jurisdiction over the work has issued a certificate of completion, or equivalent, allowing the Owner to fully occupy the site, construct homes at the Project, or otherwise fully utilize the Project for its intended purpose. Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with Section 8 of this Agreement. The parties also recognize the delay, expense and difficulties involved in a legal proceeding to prove the actual loss suffered by Owner if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,000.00 for each calendar day that Substantial Completion is not achieved beyond the Contract Time. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, and any other damages of whatsoever nature incurred by Owner which are occasioned by Contractor's failure to complete the Work within the Contract Time.

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4. Contractor's Representations. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, Project locality and all local conditions, laws and regulations that in any manner may affect cost, progress performance or furnishing of the Work. If Contractor deems that the property on which the Project is to be undertaken is unsatisfactory, written notice of such condition shall be given to Owner. In the event that Contractor fails to give such notice to Owner and Contractor commences the Work, Contractor shall be deemed to have accepted the condition of the property and be liable for the expense of correcting its own unsatisfactory performance.

4.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions that are identified in any of the Contract Documents and accepts the determination set forth therein.

4.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in the paragraph 4.2) which pertain to the subsurface or physical conditions at or contiguous to the Project site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes, unless specifically requested by the Contractor, in writing, prior to its execution of this Agreement.

4.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

4.5 Prior to starting each part of the Work, Contractor shall carefully study and compare the Contract Documents in order to check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may or should, with a reasonable exercise of due diligence, discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or with a reasonable exercise of due diligence should have known thereof.

4.6 Contractor warrants and represents that it and, where required by law, Contractor's subcontractors and other personnel performing services hereunder are properly licensed and will remain properly licensed during the term hereof under all applicable laws and regulations for the performance of the Work. Contractor represents and warrants to Owner that it is properly licensed in the jurisdiction where the Project is located and where all Work is to be performed. Contractor shall, at its own cost and expense, (i) maintain all licenses required by law, rule or regulation; (ii) pay all taxes and fees of every kind that may be imposed by any governmental authority; and (iii) keep itself fully informed of and comply with all federal and state laws, city and county ordinances, codes and regulations which affect those employed on the Project, the materials to be used and the conduct of the Work. Further, Contractor shall complete the Work in strict accordance with all such laws, ordinances, codes and regulations. If the Contract Documents do not conform to the requirements of the above-specified authorities, the requirements of such authorities shall prevail and the Work shall be completed by Contractor in conformance with such requirements. Contractor, if not a sole proprietorship, shall maintain its legal status within all applicable jurisdictions as a business entity.

4.7 Contractor acknowledges that Owner ultimately intends to cause the construction of single family residences on subdivision lots and other improvements at the Project and that the Project as constructed by Contractor will be suitable for the same. Contractor also acknowledges that Owner intends for the homes constructed to be conveyed to individual purchasers ("Homebuyer").

5. Contract Price and Payment.

5.1 Payment. Owner agrees to pay to Contractor, for the full and faithful performance of the Work, the Contract Price as shown in Exhibit A-2, subject to such additions and deductions as provided for herein (the "Contract Price"). No payment made by Owner, whether partial or final, shall be conclusive evidence of performance, either in whole or in part, or constitute an approval or acceptance by Owner of any materials provided or workmanship performed by Contractor pursuant to this Agreement, nor shall entrance and use by Owner constitute acceptance of the Work. Additionally, an application for payment signed or approved by Owner or Engineer shall not be construed as a waiver by Owner for Work defectively performed and shall not release Contractor

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from liability for defective work. Owner expressly reserves the right to inspect all Work or have others inspect all work prior to being obligated to make any payment due Contractor and to require correction of any unsatisfactory Work prior to payment.

5.2 Payment Procedures and Policies. The time and method of payment for the Work shall be pursuant to Owner's then-current draw and Payment Procedures and policies, as provided in Exhibit C ("Payment Procedures"). Contractor agrees to fully comply with the Payment Procedures as well as any reasonable changes to such Payment Procedures of which it is informed during the term of this Agreement. Owner shall make final payment to Contractor of the balance due to it under the Agreement within the time period specified in the Payment Procedures after Owner certifies that the Project has timely achieved Substantial Completion, Owner submits a written punchlist to Contractor and Contractor substantially completes all of the items on the punchlist. Contractor's final Application for Payment shall include the Final Payment Affidavit in accordance with Chapter 713, Florida Statutes and all final lien releases as required herein. Notwithstanding anything to the contrary herein, Owner is not required to make payment to Contractor of any amounts retained pursuant to the Agreement, if the reason giving rise to the right to retain the funds has not been satisfied by Contractor.

5.3 Deviations. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions hereof through a written Change Order (as defined herein). The Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) Engineer's approval of a shop drawing or sample; or (ii) Engineer's written interpretation or clarification. Notwithstanding anything herein to the contrary, Contractor shall not, without the prior written consent of Owner, make any changes, additions, deletions, or substitutions in or to the Work, including the Plans related to the Work, nor shall Contractor perform any additional work without the prior written consent of Owner, it being understood that Contractor shall receive no payment for any additional or modified work unless Contractor first obtains Owner's prior written consent in the form of a written Change Order (as defined below) signed by Owner for such work.

5.4 Retention of Payments.

5.4.1 Standard Retention. Contractor agrees that Owner shall retain ten percent (10%) of each and every payment, other than the final payment. All such retained funds shall be paid to the Contractor as provided for in the Payment Procedures.

5.4.2 Retention for Liens. Owner may withhold from any payment due to Contractor under this Agreement or any other unrelated agreement between Owner and Contractor for a different project, such amount as may be required to discharge the full amount of any liens recorded by Contractor, or any of its subcontractors, materialmen, laborers, of any tier, in addition to an amount in Owner's sole discretion for reasonable attorney's fees which are actually incurred or maybe incurred as a result of the lien.

5.4.3 Retention for Claims. Owner may withhold from any payment due to Contractor under this Agreement or any other unrelated agreement between Owner and Contractor for a different project, such amount as may be required to discharge any claims made by Contractor, or any of its subcontractors, materialmen, laborers, of any tier, in addition to an amount in Owner's sole discretion for reasonable attorney's fees which are actually incurred or maybe incurred as a result of the claim.

5.4.4 Retention for Lien Waivers. Owner may withhold payment to Contractor until Contractor has furnished a lien waiver for the portion of the Work performed on the Project for which payment is sought including lien waivers from all of Contractor's subcontractors, laborers, and/or materialmen of any tier. The form of all such waivers shall be in the form of that attached hereto as Exhibit D-1 through D-4 so as to assure that no lien may attach to the property on account of the Work for which payment is being made.

5.4.5 Retention for Default. In the event that any default or breach by Contractor occurs under any other unrelated contract or agreement between Contractor and Owner for a different project, such default or breach shall automatically be deemed to be a default under this Agreement. In addition to the remedies provided herein, Owner shall have the right to setoff and deduct any damages or costs incurred by Owner or any of Owner's affiliates, subsidiaries or parent corporation (including its project or home office overhead) arising from or in any manner related to such default or breach against and from any amounts due to Contractor. However, such setoff or deduction by Owner shall in no event relieve Contractor of its obligation to pay in full all of its laborers, suppliers, materialmen, and subcontractors, and otherwise to comply with all other provisions of this Agreement.

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5.4.6 No Payment if Default Exists. Contractor shall not be entitled to receive payment under this Agreement if it is in default under this Agreement or any other unrelated agreement with Owner, or any of Owner's affiliates, subsidiaries or parent corporations.

5.4.7 Retention Pending Owner's Satisfaction with Work. In addition to other amounts which may be retained by Owner as set forth herein, Owner expressly reserves the right to retain money due to Contractor or to become due to Contractor if Owner provides written notice to Contractor that the Work is unsatisfactory to Owner and such unsatisfactory condition is not remedied within a reasonable period of time as determined by Owner based upon the circumstances.

5.5 Use of Proceeds. Contractor agrees that money received for the performance of this Agreement, shall be used for the Work only and shall not be diverted to satisfy Contractor's obligations upon other contracts or for any other purpose whatsoever.

6. Performance and Progress of the Work.

6.1 Contractor shall initiate performance of the Project within the time period set forth in the Notice to Proceed.

6.2 Contractor shall cooperate with Owner and other contractors working at the Project and will participate in the coordination of the Work as required, specifically noting and advising Owner of any conflicts. Owner, however, will not be liable to Contractor for any delays in scheduling the Work, or for any damages arising from such delays. Contractor will furnish periodic progress reports, as requested, including information on the status of materials and equipment for the Project which may be in the course of preparation, manufacture or transit. Contractor agrees that it will cooperate with Owner to permit Owner to construct model or "spec" homes at the Project. This duty to cooperate shall include without limitation, prosecuting portions of the Work in advance of others so as to support Owner's homebuilding operations.

6.3 Contractor shall employ sufficient labor, equipment, and materials to perform and complete the Work within the Contract Time and in accordance with the Construction Schedule specified in Exhibit E to the this Agreement, or any applicable updates to the same, which shall in no event exceed the Contract Time.

6.4 In the event Contractor fails to commence the Work as required herein, fails to continue performance or fails to progress the work in a timely manner or otherwise fails to complete the Work within the Contract Time, the Owner may, upon 48 hours notice, at its sole option and discretion, without prejudice to other remedies provided herein, either terminate this Agreement as provided for in Section 19 below and replace Contractor or procure additional contractors to perform the Work and deduct the costs of such work from the payment then or thereafter due to Contractor.

6.5 Contractor shall perform the Work in strict accordance with the Contract Documents. There are to be no substitutions of materials or variations whatsoever from the Contract Documents without the prior written approval of Owner. Whenever any manufactured article, implement or series of articles or implements is mentioned in the Contract Documents by trade name, it is intended to establish a standard of quality or merit and Contractor shall furnish such specific article or implement. The intent of this paragraph is to require quality materials and workmanship. Substitutions of equal merit may be used by Contractor only upon the prior written consent of Owner evidenced by a written letter of approval signed by Owner's Authorized Representative. If the Work shall require the installation of materials or equipment furnished by others, it shall be the responsibility of Contractor to examine the items so provided and, thereupon, to handle, store and install with such skill and care as necessary to insure a satisfactory installation. Loss or damage due to acts of Contractor or its subcontractors, materialmen, employees or agents shall be charged to Contractor.

7. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of the Work. Contractor is obligated to perform the Work with promptness, diligence and efficiency in a manner which does not interfere with or delay the performance of any other contractor performing work on the Project.

8. Change Orders.

8.1 Owner's Right to Change Work. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, make changes of any scope or nature, including additions to and deletions from, the Work. Owner shall issue to Contractor a Change Order for each such change. Work performed under a Change Order shall be subject to all the terms and conditions of the Contract Documents. Contractor shall promptly perform the Work, as changed. Owner is not liable

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to Contractor for extra work or materials, or any costs incurred by Contractor, including overtime and acceleration costs, arising from such extra or changed work without Contractor having first received a Change Order from Owner.

8.2 Contractor's Compensation for Change in Work and Extension in Contract Time. Owner shall determine the adjustment in either the Contract Time and/or the Contract Price, if any, associated with the Change Order. If Contractor commences Work described in the Change Order it shall be deemed to have accepted the terms, including any change in either the Contract Time and/or Contract Price, if any, as set forth in the Change Order. Any request for additional compensation, or extension of the Contract Time which appears to be based either on the lack of specific details in the Plans or specific reference in the Specifications, will not be approved as an extra if, in the sole opinion of Owner, the Work in question is a required item under the original Contract Documents.

8.3 Allowable Mark-Up. In no event shall the total mark-up for Change Orders exceed 10 %.

8.4 Unauthorized Changes in the Work. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in this Section 8, except in the case of an emergency affecting the safety or protection for persons or the Work or property at the Project, in which case Contractor is obligated to act to prevent the threatened damage, injury or loss. Any Change Order not submitted by the Contractor within 45 days of the date the change was realized, or with the exercise of due diligence should have been realized, by Contractor is deemed waived.

8.5 Limitation on Additional Work. If Contractor makes any unauthorized change in the Work or performs any unauthorized extra work that affects the scope of the Work or the expenses of other contractors, then Contractor will be liable for all costs and expenses incurred by Owner as a result of the unauthorized work.

8.6 Notification to Surety. If notice 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 Time) is required by the provisions of any bond, 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.

9. General Terms and Conditions.

9.1 No Damages For Delay. Contractor agrees to make no monetary or other claims for delays, interferences or hindrances of any kind in the performance of the Work including delays occasioned by any act or omission of Owner, or anyone for whom Owner is responsible.

9.2 Permits, Fees and Platting. Unless otherwise provided for in the Scope of Work (Exhibit "A") or the Special Conditions (Exhibit F), Owner shall secure and pay for all permits. However, Contractor shall be required to schedule all inspections necessary under any such permits which are related to the Work.

9.3 Permits and Platting. Owner covenants and agrees that Owner will sign, as Owner of the property, any applications for permits, licenses or other approvals which may be necessary in connection with the development and to execute and process any subdivision plat and/or easements for public utilities or right-of-way which may be required in connection with the Project.

9.4 Tax. Contractor shall be responsible for paying all taxes required by law in connection with the Work. Contractor shall be solely responsible for withholding taxes, social security taxes and state unemployment taxes for all employees, subcontractors and agents of Contractor. Notwithstanding the foregoing, Contractor shall not charge any sales or privilege tax on any amounts due from Owner under this Agreement, as Owner shall be responsible for paying such taxes directly to the applicable governmental authorities.

9.5 Subcontractors, Materialmen and Laborers. Contractor shall oversee, supervise and manage all its agents, and all subcontractors, materialmen and laborers of any tier providing services on the Project. Contractor agrees to present to Owner, immediately upon determination and prior to commencement of any Work, a complete list of materialmen, laborers and subcontractors of any tier (including their names, addresses and telephone numbers, that will be performing Work at and/or providing materials to the Project. This list will be attached to this Agreement as Exhibit G. Owner has the right to object to the use

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of any materialmen, subcontractors and laborers as proposed by Contractor. Upon receipt of notice that Owner objects to the use of a materialman, labor or subcontractor, Contractor shall promptly replace the objected to materialman, laborer or subcontractor.

9.6 As-Built Plans and Annotated Specifications and Other Documentation. When required by the Contract Documents, Contractor shall prepare and maintain on a current basis an accurate and complete set of:

- (a) As-built plans clearly showing all changes, revisions and substitutions during construction, including without limitation field changes and the final location of all mechanical equipment, utility lines, pipes, and other significant features; and
- (b) Specifications, inclusive of all annotated specifications marked in the field to show all changes, revisions and substitutions.

9.7 Shop Drawings. Contractor will promptly submit shop drawings, installation instructions and samples as required by the Contract Documents or as required in order to perform the Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Work for the Project. Contractor is to check all shop drawings or other items submitted to ensure that they are dimensionally acceptable and they meet all requirements of the Plans. Contractor shall be solely responsible for any additional costs that arise due to Contractor's failure to adequately check any and all shop drawings or other items submitted as required herein.

9.8 Provision of Information. If requested by Owner, Contractor shall furnish all information in the possession of Contractor, its subcontractors, materialmen, laborers, or any of their employees or agents, whether written or non-written, which pertains to the Work or the Project and any other information pertaining to the financial condition of Contractor. Owner shall have the right to terminate this Agreement as provided for in Section 19 below, if at any time Owner shall reasonably determine that Contractor's financial condition has deteriorated and become unsatisfactory to Owner. In case of such termination, Contractor shall be deemed to be in default of this Agreement.

9.9 Payment and Performance Bonds. If requested by Owner or required by the Contract Documents, and at Owner's expense, Contractor shall furnish to Owner an acceptable Payment and Performance Bond in the form and amount and with a surety acceptable to Owner.

9.10 Equipment and Material Handling. Contractor shall be responsible for receiving, offloading, handling, placing, securing and storing of all Contractor's own materials and equipment required for the Work in addition to those materials, if any, supplied by Owner for use in the Work. Contractor agrees that Owner shall not be responsible for the loss of materials, equipment or tools on the job site nor for vandalism or malicious damage to work performed by Contractor. Contractor further agrees to abide by Owner's decision in regard to the allotment of all storage and working space on the Project. Any equipment stored or posted on the Project shall be adequately secured and/or guarded to prevent unauthorized access or use.

9.11 Temporary Facilities and Services. Unless otherwise provided in this Agreement, Contractor shall provide at its own expense whatever toilet facilities, storage sheds, work shops and offices are necessary for Contractor's performance of the Work. Owner shall have access to any and all parts of such premises and may inspect them at any time.

9.12 Damage to Work. Contractor is responsible for the quality and integrity of all items covered under this Agreement. In the event Contractor or one of its subcontractors, materialmen or laborers cause damage to the Work, Owner may in addition to any other remedies it has hereunder, issue a backcharge to Contractor. Contractor will be responsible for all costs of repair and replacement for such damaged work and agrees to indemnify and hold harmless Owner against any and all losses, damages, claims or suits, including all costs and attorneys' fees, based upon or arising out of such damage. If damage is done to the Work, Contractor must repair the same within five (5) days period. Should Contractor fail to repair the same, Owner may remedy any such damage and Owner shall have the right to backcharge Contractor for the costs incurred.

9.13 Damage to Work of Others. Notwithstanding anything to the contrary herein, Owner shall have the right, but not the obligation, to immediately remedy any damage Contractor causes, without the necessity of providing Contractor with any right to cure, if the damage is to work or facilities outside the Work of this Agreement.

9.14 Safety. Contractor agrees to conform to the safety protocols described in Exhibit H and to comply with all applicable safety and health laws, rules and regulations, including federal Occupational Safety and Health Act, the

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regulations/standards of the Occupational Safety and Health Administration ("OSHA") and any state or local governmental requirements. Contractor agrees to indemnify and hold Owner harmless for, of and from any loss, including, but not limited to, any fines, penalties and corrective measures Owner may incur due to Contractor's failure to comply with the applicable safety and health laws and, rules and regulations in connection with the performance of this Agreement. Contractor further agrees that failure to comply with such safety and health requirements is a default of Contractor's obligation under this Agreement.

9.15 Compliance with Laws, Rules and Regulations.

9.15.1 The Contractor shall comply at all times with all federal, state, county and municipal laws and regulations that in any manner affect the Agreement, the Work and Contractor's performance. Without limiting the generality of the foregoing statement, such laws and regulations include, but are not limited to, all laws and regulations with respect to employment of workers; the terms and conditions of employment; equal employment opportunity and nondiscrimination, including "harassment" and retaliation/"whistleblowing"; immigration; wages (including the payment of minimum and overtime wages, and payroll withholdings); workers', hours (including the provision of any lunch and rest breaks required by law); benefits (including the provision of any leaves of absence required by law); classification of workers as "employees" or "contractors"; collective bargaining and labor-management relations; occupational safety and health (including the provisions of all personal protective equipment, training and "competent persons" required by law); inspection of the Work and inspection of the construction equipment. By making references to particular laws and regulations in this Agreement, the Owner does not intend to restrict or limit in any way the laws and regulations which apply to the Contractor's performance under the Agreement. Contractor for itself and its agents agrees to furnish all labor, materials, supplies and equipment necessary to perform the Work in strict compliance with all applicable federal laws, the current municipal codes, together with all applicable state, county or municipal building codes, rules and regulations.

9.15.2 General Environmental Compliance.

- (i) Contractor and its subcontractors, materialmen and laborers of any tier shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to the failure of the Contractor or its subcontractors, materialmen or laborers of any tier to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- (ii) Contractor is solely responsible for the proper use, storage and handling of all materials, including but not limited to potential pollutants, used in the Work, and for the generation, handling and disposal of all wastes resulting from the Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor subcontractors, materialmen or laborers of any tier generate more than 100 kilograms of hazardous waste in any one month onsite.
- (iii) Contractor and its subcontractors, materialmen and laborers of any tier must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether located at the Project, offsite, or in any way associated with the Work.
- (iv) Contractor and its subcontractors, materialmen and laborers of any tier must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the Project or into a storm water management or conveyance system.
- (v) Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by applicable laws, rules and regulations, any release or discharge by Contractor and any of its subcontractors, materialmen or laborers of any tier, of any hazardous or other regulated substance, whether on or off the Project while acting on behalf of or within the Work, including but not limited to dust emissions for which Contractor shall be responsible and shall, at its cost, regulate and control in accordance with all applicable rules and regulations. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors, materialmen, laborers of any tier.

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- (vi) In the event that Contractor fails to correct any non-compliance with this Section 9.15 within five (5) days of written notice from Owner, Owner may, without assuming any liability therefor, correct such non-compliance and charge the costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation costs, and penalties and fines for noncompliance.
- (vii) All materials placed onsite or transported to and from the Project and all controlled substance emissions, including dust, by Contractor or Contractor's agents shall be at the risk and sole responsibility of Contractor.

9.15.3 Storm Water Management.

- (i) Contractor and Contractor's agents shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and its subcontractors, materialmen or laborers of any tier shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to the failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP by the Contractors, its subcontractors, materialmen or laborers of any tier. Such failure shall constitute a material breach of this Agreement. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors or materialmen. In the event that multiple contractors are working onsite the Owner at its sole discretion may assess the violation to each contractor as Owner sees fit.
- (ii) Contractor shall require Contractors, subcontractors and materialmen of any tier to immediately notify Contractor and Owner of any source pollutants that Contractors, subcontractors and materialmen of any tier intend to use on the Project that are not identified in the SWPPP, and shall require that each of Contractors, subcontractors and materialmen of any tier on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the Project. Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the Project, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the Project which leaves the Project or is capable of being washed from the Project during a rain event, or (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control.
- (iii) Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the costs to remedy the violation, and Owner shall have all rights and remedies available to Owner under the Agreement.

10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. The conduct and control of the Work will be solely with Contractor, subject to its duty to consult with Owner and subject to the terms and conditions of this Agreement. Contractor is not to be considered an agent or employee of Owner for any purpose. Contractor is responsible for the manner, means and methods of timely completing the entirety of the Work; hiring, training, supervising/controlling, disciplining, firing and scheduling its own employees; withholding appropriate amounts for federal, state and local taxes; and providing benefits to employees, including, but not limited to, workers' compensation benefits. Owner shall

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not, under any circumstances, be liable for wages, federal and state employment taxes, benefits or workers' compensation to employees of Contractor, or any of its subcontractors, materialmen or laborers of any tier.

11. Non-exclusive Agreement. Contractor acknowledges that this Agreement does not grant Contractor the right to perform all the work necessary for the Project, but rather is a non-exclusive agreement, which allows Owner to select from various contractors to obtain performance of the work necessary for the Project.

12. Defense. Contractor shall, with respect to all Work which is governed by or incidental to this Agreement, defend Owner, or their agents, employees, assigns or representatives of, to the fullest extent permitted by law at the Contractor's full expense, from, and against any and all demand, claim, liability, loss, damage, cost, expense and attorneys' fees arising directly or indirectly from the Work or from Contractor's acts, omissions or operations under this Agreement or which occur on or with respect to the Work on the Project, including, but not limited to, losses, damages and claims relating to or resulting in bodily injury and death and physical damage and loss, and further including all such expenses incurred in any attempt to enforce this defense provision.

12.1 Contractor's duty to defend under this Section 12 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Owner and/or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any person or entity with written notice of such claim being provided to the Contractor.

12.2 Contractor's defense obligation hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated and that any action against the defended parties for such matters which are defended hereunder are fully and finally barred by applicable laws.

12.3 If any obligation found in this Agreement is invalid, the Parties agree to allow a court to reduce the amount as authorized by applicable state law.

13. INDEMNIFICATION. CONTRACTOR SHALL, WITH RESPECT TO ALL WORK WHICH IS GOVERNED BY OR INCIDENTAL TO THIS AGREEMENT, INDEMNIFY (THROUGH LEGAL COUNSEL ACCEPTABLE TO OWNER) AND HOLD OWNER AND ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, LENDERS AND ANY OTHER PARTY IN INTEREST DESIGNATED BY OWNER, OR THEIR AGENTS, EMPLOYEES, ASSIGNS OR REPRESENTATIVES (COLLECTIVELY, REFERRED TO AS "INDEMNITEES") HARMLESS FROM AND AGAINST ANY DEMAND, CLAIM, LIABILITY, LOSS, DAMAGE, COST, EXPENSE AND ATTORNEYS' FEES ARISING DIRECTLY OR INDIRECTLY FROM THE WORK OR FROM CONTRACTOR'S ACTS, OMISSIONS OR OPERATIONS UNDER THIS AGREEMENT OR WHICH OCCUR ON OR WITH RESPECT TO THE WORK ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES AND CLAIMS RELATING TO OR RESULTING IN BODILY INJURY AND DEATH AND PHYSICAL DAMAGE AND LOSS, AND FURTHER INCLUDING ALL SUCH EXPENSES INCURRED IN ANY ATTEMPT TO ENFORCE THIS INDEMNIFICATION PROVISION. CONTRACTOR SHALL INDEMNIFY AND DEFEND OWNER UNDER THIS SECTION REGARDLESS OF CONTRACTOR'S NEGLIGENCE OR LACK THEREOF FOR CLAIMS BY THIRD-PARTIES AGAINST OWNER ARISING OUT OF OR RELATED TO THE WORK; PROVIDED, HOWEVER, THAT CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES WITH RESPECT TO DAMAGES WHICH ARE ULTIMATELY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DUE SOLELY TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY EXPRESSLY INDEMNIFIES OWNER AGAINST ALL LIABILITY, CLAIMS, SUITS, DAMAGES, LOSSES OR JUDGMENTS OR EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPERT AND INVESTIGATIVE FEES AND COSTS, WHICH CONTRACTOR MIGHT INCUR BECAUSE OF CONTRACTOR'S FAILURE TO DISCOVER OR REMEDY A DANGEROUS CONDITION CREATED BY CONTRACTOR.

13.1 ALL INDEMNIFICATIONS, WARRANTIES, GUARANTEES AND OBLIGATIONS GIVEN IN ACCORDANCE WITH THIS AGREEMENT OR THE CONTRACT DOCUMENTS SHALL SURVIVE FINAL PAYMENT, COMPLETION AND ACCEPTANCE OF THE WORK AND TERMINATION OR COMPLETION OF THIS AGREEMENT.

13.2 UNDER NO CIRCUMSTANCES SHALL THE INSURANCE REQUIREMENTS AND LIMITS SET FORTH IN THIS AGREEMENT BE CONSTRUED TO LIMIT CONTRACTOR'S INDEMNIFICATION OBLIGATIONS OR OTHER LIABILITY HEREUNDER. CONTRACTOR WAIVES ANY RIGHTS OF SUBROGATION AGAINST OWNER AND SHALL REQUIRE CONTRACTOR'S AGENTS TO WAIVE SUBROGATION RIGHTS AGAINST CONTRACTOR.

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13.3 Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all claims, Contractor's obligation to indemnify, defend and hold harmless the Indemnitees shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Section 14, or benefits payable by/for Contractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Contractor's obligation to indemnify, defend and hold harmless the Indemnitees shall be limited to the greater of:

- (a) a maximum of Five Million and No/100 Dollars (\$5,000,000.00); or
- (b) the amount of the Contract Price; or
- (c) the inaximum amount of recovery available to the Contractor under any and all policies of insurance and applicable to any claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Agreement is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

13.4 CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE, AND SHALL CONTINUE UNTIL IT IS FINALLY ADJUDICATED THAT ANY AND ALL ACTIONS AGAINST THE INDEMNITEES FOR SUCH MATTERS WHICH ARE INDEMNIFIED HEREUNDER ARE FULLY AND FINALLY BARRED BY APPLICABLE LAWS.

13.5 Contractor shall be responsible for the safety of Contractor's agents, employees, independent contractors and suppliers and visitors. Contractor shall indemnify, defend, hold Owner harmless against all loss, damage, claims, liabilities, and cost or property damage suffered by contractor or contractor's agents, subcontractors, employees, independent contractors or suppliers.

13.6 Contractor shall defend, protect, indemnify and hold Owner harmless from and against all claims, liability, costs, expenses and other losses arising by reason of any liens for labor and/or materials furnished to the Project, arising from the Work.

13.7 Contractor hereby waives all rights to file claims, lawsuits or other proceedings and to make any demand or assertion of liability against Owner or any of the other Indemnitees for any injury, damage or death that Contractor or any of Contractor's employees, invitees, suppliers, subcontractors, or agents may suffer or incur on the Project or related to the Work or the Project in any manner, as Contractor shall be solely responsible to insure against all such matters. Furthermore, Contractor hereby agrees to indemnify, defend and hold Owner harmless from any and all claims, lawsuits, proceedings, demands and assertions which may be filed contrary to the waiver contained in the preceding sentence.

13.8 If any obligation found in this Agreement is invalid, the Parties agree to allow a court to reduce the amount as authorized by applicable state law.

13.9 Contractor Liability. Contractor shall secure and protect all material, equipment and completed portions of the Work within its control and shall be liable for all theft, vandalism, loss or damage of any kind in connection therewith at any time prior to the final completion and acceptance of the Work by Owner. Contractor shall reimburse Owner on demand for all damage to other work, material, supplies or equipment located on the Project caused by Contractor in the performance of the Work, including Contractor's failure to secure and protect as set forth herein. Contractor agrees to indemnify Owner against all costs or claims for transportation of laborers, materials and equipment to and from the Project and for all incidental expenses in connection with the Work performed by Contractor. Contractor agrees to protect, indemnify and hold Owner harmless against any and all liens and claims of persons claiming to have performed labor or to have furnished materials or services in connection with this Agreement or that portion of the work which is performed by Contractor or any employee or Contractor, or any subcontractor or supplier.

14. Insurance. Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverage: During the term of the Agreement, the Contractor must procure and maintain, at its own expense, insurance of the kinds and in amounts not less than specified below. Such insurance must be placed with an insurance company or companies and in a form acceptable to Owner. Certificates of Insurance evidencing these coverages shall include the activities and operations conducted by the Contractor under this Agreement, and any other person performing work on behalf of the Contractor shall be maintained from the

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commencement of the performance of the Work by the Contractor until the end of the applicable warranty period; and must be submitted to Owner prior to Contractor entering upon the Project to perform the Work.

14.1 Contractor shall procure and maintain, in force throughout the period of time it is performing any Work for Owner, at its sole cost and expense, Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth in this section.

14.2 All Insurance.

14.2.1 AM Best rating at least A-VIII

14.2.2 Thirty (30) day notice to Owner for non-renewal, cancellation and/or material change in coverage (ten (10) days for non-payment of premium) required.

14.2.3 Occurrence basis (except professional liability)

14.3 Worker's Compensation – Contractor shall procure and maintain, in force throughout the period of time it is performing any work for Owner, at its sole cost and expense, workers compensation and; unemployment insurance coverage and Occupational Disease Coverage (if applicable) in such amounts and upon such terms as is required by Owner and/or all applicable laws of the state where the Work is being performed, whichever is greater. Such insurance coverage shall be in accordance with the policy requirements established in this section.

14.3.1 Workers Compensation – Statutory Amount of Coverage with waiver of subrogation in favor of the additional insureds.

14.4 Contractor's Liability.

14.4.1 Commercial General Liability – The limits of liability shall not be less than:

- Two Million and No/100 Dollars (\$2,000,000.00) General Aggregate Limit
- One Million and No/100 Dollars (\$1,000,000.00) Each Occurrence
- Two Million and No/100 Dollars (\$2,000,000.00) Contractual Liability
- Two Million and No/100 Dollars (\$2,000,000.00) Completed Operations / Aggregate

14.4.2 Employers' Liability:

- Bodily Injury by Accident: One Million and No/100 Dollars (\$1,000,000.00) each accident
- Bodily Injury by Disease: One Million and No/100 Dollars (\$1,000,000.00) each employee

14.4.3 When Using Leased Employees: Presentment of a certificate of insurance evidencing worker's compensation insurance which demonstrates that the employees are covered through the leasing company. A second certificate of insurance evidencing a separate worker's compensation policy for any employee not covered by the leasing company's insurance. The policies must be through the same insurance company and must have different policy numbers. A declaration page for the contractor's own policy is required.

14.4.4 Coverage must include a waiver of subrogation endorsement. The proprietor, partners, employees, agents, officers, and executive officers of the Contractor must be included under the coverage.

14.4.5 ISO or comparable Occurrence Form (modified occurrence and claims made forms are not acceptable).

14.4.6 Bodily injury and property damage coverage including but not limited to products/completed operations coverage (including any product manufactured or assembled), premises operations, blanket contractual liability (for this Agreement), broad form property damage, personal and advertising injury,

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independent contractor's liability, mobile equipment, elevators, owners and contractors protective liability, damage from explosion, collapse and underground hazards, and cross-liability and severability of interest clauses.

14.4.7 CG 2010 (11/85) or equivalent, Additional Insured Endorsement or a substitute form or similar coverage providing coverage equal to or greater than said form which would at a minimum provide additional insured status with respect to "bodily injury" or "property damage" arising out of Contractor's Work pursuant to the Contract Documents and which provides coverage both during operations and during the products completed operations hazard period in favor of Owner, its affiliates and subsidiaries, on a primary and non-contributory basis. General liability coverage will continue to apply to "bodily injury" and to "property damage" occurring after all work or operations on the Project of the covered operations to be performed by or on behalf of the additional insureds has been completed and will continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use. Additional Insured Endorsements must be attached to the certificate evidencing all coverage requirements. Additional Insured Endorsements for Completed Operations are not necessary for engineering, geotechnical, surveying and architectural consulting services.

14.4.8 Subsidence coverage (not applicable to engineering, geotechnical, surveying, sanitary services and similar consulting services).

14.4.9 Two Million and No/100 Dollars (\$2,000,000.00) blasting collapse and underground (for contractors that perform excavation and blasting related services).

14.4.10 No exclusionary language or limitations relating to residential, condominiums, multi-family or multi-unit dwellings.

14.4.11 No exclusionary language or limitations relating to the scope of coverage for liability arising from pollution, mold or fungus, or arising from the use of EIFS, DEIFS or similar products

14.4.12 A provision that defense costs are paid in excess of limits and do not deplete any policy limits.

14.4.13 Additional insureds to be named as "MANASOTA BEACH RANGLANDS, LLLP and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders".

14.4.14 A waiver of subrogation in favor of the additional insureds shall apply.

14.4.15 A deductible or self-insured retention of no more than Five Thousand and No/100 Dollars (\$5,000.00) as to Contractor and no deductible or self-insured retention as to any additional insured.

14.4.16 Coverage will not be limited to vicarious liability and will extend to (and there will be no endorsement limiting coverage for) the negligent acts, errors or omissions of Contractor in connection with or relating to the Work.

14.4.17 A per project aggregate must be shown on the certificate of insurance.

14.4.18 Two Million and No/100 Dollars (\$2,000,000.00) Umbrella policy to provide excess coverage over the auto liability, general liability and employer's liability.

14.5 Commercial Auto Coverage -Auto liability in a combined amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, including death, and property damage on each vehicle that the Contractor and its servants, agents, assignees or employees may use at any time in connection with the performance of the Work, including, but not limited to, owned autos, hired and non-owned autos, or operated by the Contractor and its servants, agents, assignees or employees. (Auto insurance applies to personal vehicles used by Contractor or Contractor's agents.) The certificate of insurance must reflect that the auto insurance insures a vehicle driven by the Contractor and Contractor's agents.

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14.6 Business Auto Liability – covering any automobile, including hired and non-owned autos.

14.6.1 Additional Insureds to be named as “**MANASOTA BEACH RANGLANDS, LLLP** and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders”.

14.6.2 In the event that Contractor’s employees use non-owned autos which cause damage or are damaged on the Project, then Contractor’s employees shall look solely to their own auto liability insurance to cover such claims and thereafter Contractor will be responsible for any additional liability or costs incurred due to such damage. Further, if Contractor’s employees do not have auto liability insurance, or the claim exceeds such employee’s insurance limits, Contractor shall be responsible for any additional liability or costs incurred due to such damage. In the event that a claim for damage to an automobile is brought against Owner, then Contractor hereby agrees to indemnify, defend and hold Owner harmless from any such damages, costs, or claims.

14.7 Contractor’s Equipment: Contractor will, at all times, maintain a contractor’s equipment all-risk policy insuring inventories, tools, equipment, products, supplies, etc., owned, rented or leased and will assume full responsibility for loss or damage by any cause whatsoever while on the Project. Such insurance shall include a waiver of subrogation against Owner.

14.8 Riggers Liability: If required, Riggers Liability insurance to insure against physical loss or damage to the Project and surrounding property or equipment involving rigging, hoisting, lowering, raising or moving of property or equipment of others.

14.9 Miscellaneous:

14.9.1 All policies (where allowed by law) must contain an endorsement affording Owner an unqualified thirty (30) days’ notice of cancellation, nonrenewal, expiration or reduction in coverage. Not less than thirty (30) days prior to expiration, cancellation or termination of any such policy, the Contractor shall supply Owner with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal and said original policy. Said new and replacement endorsements shall be endorsed in favor of Contractor as set forth above.

14.9.2 At the time of a loss, Contractor shall promptly provide Owner with a written report of the loss.

14.9.3 In the event of any reduction or exhaustion of any aggregate annual limit of liability or any general aggregate policy limit of liability, Contractor shall then obtain additional insurance to replenish the limits of liability herein provided.

14.9.4 Contractor shall require that each of its subcontractors, materialman or laborers to also separately maintain all insurance coverages that Contractor is required to maintain herein. Any and all other Commercial General Liability policies or coverages obtained, maintained or otherwise available to Contractor which include or are applicable to Owner as an additional insured shall also cover liability arising out of or related to the Work and the labor and materials provided for under this Agreement and shall be primary and non-contributory.

14.9.5 Contractor’s obligation to carry insurance as herein provided shall not limit or modify in any way any other obligation of Contractor under this Agreement, including, without limitation, the obligations of Contractor under this Agreement or Contractor’s indemnification, warranty obligations or other liability in any manner. The requirements merely represent the minimum amounts of insurance coverage required to be maintained by Contractor.

14.9.6 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner’s opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insureds.

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14.9.7 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

14.9.8 Contractor shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to property (for which it has title and/or risk of loss) which becomes a final part of the Project during its off-Project sites, in transit and while stored or worked upon away from the Project site.

14.9.9 All required insurance policies shall contain no endorsements that restrict limits of liability to additional insureds and shall have coverage forms which are acceptable to Owner. Nor shall there be any limitation or exclusions as respects to the additional insured coverage for claims involving Bodily Injury of a Contractor's employees or of any other third party. If requested, Contractor shall provide certified copies of all such policies to Owner within thirty (30) days of such request.

14.9.10 If Contractor fails to secure and maintain the required insurance, Owner shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Contractor, in which event the Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

14.9.11 Certificates of Insurance, including copies of policy endorsements listed below, evidencing required coverage shall be delivered to Owner prior to the Contractor commencing any Work or services.

14.9.12 All coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

14.9.13 All insurance shall be issued by a company with an A.M. Best rating of at least A-/VIII.

14.9.14 There shall be no endorsement, exclusion or modification relating to pollution, explosion, collapse, underground property damage, Blanket Contractual Liability, or Broad Form Property Damage coverage or work performed by Contractor. All coverage shall be placed with an insurance company duly admitted in the State where the Project is located and shall be reasonably acceptable to Owner.

14.10 Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability and Workers Compensation in favor of Owner with respect to Losses arising out of, or in connection with, the Work.

14.11 Occurrence form shall not be modified.

14.12 Contractual liability coverage shall be included.

14.13 Coverage for all residential attached and unattached buildings.

14.14 If the services of a company are used to insure its worker's compensation exposure, the following documents must be delivered to Owner before any work can be performed on the Project:

14.14.1 Certificate of insurance evidencing that the Contractor's employees at the Project are covered through the leasing company.

14.14.2 If applicable, a second certificate of insurance evidencing that the Contractor has purchased its own separate worker's compensation insurance policy for any employees not covered by the leasing company's insurance. It is imperative that this second policy be insured through the same insurance company as the leasing company and that the second policy has a different policy number from that of the leasing company.

14.14.3 A declaration sheet (the cover page of the policy) from the Contractor's own policy.

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14.15 The following must be attached to this Agreement prior to the start of Work and shall become part of the Documents which constitute the Agreement in whole:

14.15.1 Certificate of Worker's Compensation and Employers Liability Insurance;

14.15.2 Business Automobile Insurance;

14.15.3 Certificate of Commercial General Liability Insurance;

14.15.4 W-9; and

14.15.5 Independent Contractor Exemption Certificate (if not incorporated) or Documentation of Incorporation.

14.16 If any obligation found in this Agreement is invalid, the parties hereto agree to allow a court to reduce the amount as authorized by applicable state law.

14.17 As used in this Agreement, the term "business day(s)" shall mean any day other than a Saturday, Sunday or legal holiday in the state in which the Project is located.

14.18 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insured.

15. Labor Matters.

15.1 Employees. Contractor will not employ any workman to perform the Work whose employment is reasonably objected to by Owner.

15.2 Compliance with Union Regulations. Contractor agrees that the Work performed by it, its subcontractors, materialmen and laborers, shall be performed by such persons as are acceptable under any and all applicable union requirements. To the extent applicable to Contractor, Contractor further agrees to comply with all of the provisions of all master and/or short form labor agreements now in existence and any revisions or extensions of such agreements.

15.3 Labor Disputes. Contractor agrees to exercise good faith and best efforts to prevent labor disputes at the Project and agrees to cooperate fully with Owner in every manner possible to resolve labor trouble, and mitigate its impact on the Project, if necessary. Contractor agrees that in the event the Work is stopped, delayed or interfered with as a result of the actions of the employees of Contractor or by a labor dispute directly affecting Contractor, Owner may terminate this Contract or cause the remaining work to be performed by another contractor.

15.4 Unemployment Insurance and Other Benefits. Contractor shall be solely liable for the payment of any and all contributions or taxes for unemployment insurance, and for any benefits for its employees required by any governmental entity.

15.5 Withholding Taxes. Contractor shall have sole liability for the collection and payment to all governmental entities of payroll withholdings for Contractor's employees.

15.6 Performance of Work. In the performance of Work, Contractor shall only employ qualified laborers, materialmen, and subcontractors to perform the Work, shall not employ any person who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex (including sexual orientation and gender identity), age national origin, disability and/or any other class or status protected by the law.

15.7 Labor Harmony. Contractor shall maintain labor harmony on the Project, and shall not employ any means, materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's agents. Contractor shall perform Work with labor that is compatible with that of other trades performing Work at the Project, and Contractor shall exercise all due diligence to address any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered

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an excusable delay for which the Contract Time will be extended, if such labor difficulties are caused by the action or inaction of Contractor.

15.8 Verification to Work. Contractor is solely responsible for ensuring that each of its employees and the employees of any subcontractor or materialmen are eligible to work in the United States in compliance with the applicable immigration laws. Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of the Work.

15.8.1 Contractor states that it is and will remain compliant with applicable immigration laws. To the full extent permitted by law, Contractor agrees to defend, indemnify and hold harmless Owner from and against any claim, cost, expense, or liability caused by, arising out of, resulting from, or occurring in connection with Contractor not being in compliance with federal, state and local immigration laws, including knowingly hiring and/or continuing to employ its subcontractors or materialmen workers who are not lawfully authorized to be hired or employed.

16. Quality Inspection and Correction of Work.

16.1 Contractor is solely responsible for the finished quality of all Work including work by subcontractors, materialman, laborers, and/or other agents of Contractor. Contractor shall make efficient use of all labor and materials for the Project, and shall perform the Work in a good and workmanlike manner, free from defects, in compliance with the Contract Documents, applicable laws, and all manufacturer's recommendations, installation guidelines and specifications, and to the complete satisfaction of Owner, Engineer, inspectors and/or the authority having jurisdiction over the Work. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed industry standards for such construction in the same geographic area.

16.2 Contractor shall thoroughly inspect all Work and materials for quality and completion. Contractor shall schedule all inspections relative to any Work and shall perform any tests necessary to receive inspection approval. Contractor shall be solely responsible for and pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work as they require, at no additional cost to Owner.

16.3 Contractor shall promptly correct all Work which Owner, Engineer and/or any inspectors in their sole discretion, deem to be deficient, defective, or as failing to conform to the Contract Documents, applicable laws, all manufacturer's recommendations, installation guidelines and/or specifications. Contractor shall bear all costs of correcting such rejected Work without any increase in the Contract Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or not in strict compliance with the Contract Documents or is otherwise non-compliant.

16.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement in the event of any material failure of performance, default or other material breach by Contractor, Owner at its sole election may, but shall not be obligated to: (a) use any materials, supplies, on the Project which belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such materials, supplies, tools and equipment not incorporated into the Work from the Project unless directed in writing by Owner to do so; (b) remove Contractor from the Project; and/or (c) accept assignment of any or all of the contracts which Contractor has with any subcontractors, materialman, or laborers, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this paragraph, Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith. If Contractor disagrees with Owner's determination that any Work fails to meet the quality or completeness required or otherwise fails to meet the requirements of this Agreement, such disagreement shall not be subject to dispute resolution under section 21 herein, but instead, the quality of the Work, its completeness, conformance to Plans and compliance with this Agreement shall be determined by Engineer, or by another party chosen by Owner, and the determination of such person shall be binding on the parties thereto without appeal. The non-prevailing party in any such dispute shall bear the cost of the above-referenced person's inspection and determination.

Contractor Initials JS

Owner Initials JK

17. Warranties: Warranty Work and Performance Standards. Contractor warrants and guarantees to Owner that: (a) all materials incorporated into the Project, except materials provided by Owner, shall meet or exceed the requirements of all applicable laws and shall be new, free from defect, of good quality and free of liens, security interest, claims or encumbrances; and (b) all other materials, except materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall be in strict accordance with or exceed the requirements of all applicable laws and the Contract Documents.

17.1 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with the Contract Documents nor should the following act as a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

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 or any payment related thereto by Owner;
4. the issuance of a certificate of completion by the authority having jurisdiction over the Work;
5. use or occupancy of the Work or any part thereof by Owner;
6. any acceptance by Owner or any failure to do so;
7. any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

17.2 Contractor warrants that the Work will be free from defects, strictly conform to the Contract Documents, and strictly comply with all applicable laws for the greater of: (i) a period of 2 years following the date of Substantial Completion or Certificate of Completion of the Work, whichever date comes later; or (ii) the period of time required by statutory or regulatory warranty periods imposed by the applicable jurisdiction ("Warranty Period").

17.3 If, during the Warranty Period, the Work and/or materials, except materials provided by Owner, do not comply with the warranties set forth in this Section 17 and/or elsewhere in the Agreement, then Contractor at its sole cost, shall promptly repair or replace the non-compliant or defective Work, within (i) seventy-two (72) hours after notice to do so; or (ii), a shorter time period as demanded by Owner, as is reasonable in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists. If Contractor fails to initiate proper corrective action within the time required herein, the problem may be corrected by Owner, at Contractor's sole cost.

17.4 Repairs and replacements made by Contractor hereunder shall be made in a diligent first-class manner with as little inconvenience as possible to Owner, its Homebuyers and other contractors. Contractor shall bear all costs arising out of defects in the Work, including without limitation, all costs of detection, correction or delay, Owner's personnel and other costs allocable to troubleshooting, administration and the like, re-testing and reinspection costs, any consequential or other damages suffered by Owner (or its Homebuyer) and the cost of repairing or replacing all other work adversely affected. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected.

17.5 The Warranty Period for any corrected portion of the Work shall be extended until two (2) years after each correction required pursuant to this Section 17. The warranties provided herein are in addition to other contractual, implied and statutory warranties. Notwithstanding the above, nothing contained in this Agreement shall be deemed to limit Contractor's liability for latent or patent defects or limit any statutory or implied warranties and it has no relationship to the time within which other obligations of Contractor under the Contract Documents may be enforced. All warranty provisions contained herein shall survive termination or expiration of this Agreement and final completion of the Work.

18. Prevention of Liens and Lien Waivers.

18.1 Contractor will pay when due, all claims for labor and/or materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any liens, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project. Contractor agrees within ten (10) days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release, satisfaction or lien transfer bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of

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Owner Initials JL

Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a lien transfer bond, cash bond or surety bond as Owner may deem necessary.

18.2 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractors, or its subcontractors, laborers or materialmen.

18.3 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all costs related thereto.

18.4 Contractor intends to furnish Work and/or materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

- (i) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts or material supply agreements for Work and/or materials.
- (ii) In addition to any notices required by applicable law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least ten (10) business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under applicable laws. If the potential Lien issue is still not resolved, then three (3) business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Authorized Representative via telephone.

18.5 Lien Waivers. Contractor as a strict condition precedent to receipt of payment hereunder, shall furnish Owner with all releases and waivers of liens for itself and from subcontractors, materialmen and laborers of any tier, as provided for in the Contract Documents and in the form contained in Exhibits D-1 to D-4. Owner shall have no obligation to issue joint checks, and it shall be the responsibility of Contractor to obtain such lien waivers prior to receiving payment from Owner.

18.6 Clean up. Upon completion of the Work, Contractor shall remove from the Project all equipment, materials, supplies, storage sheds, work shops and offices brought to the Project by Contractor and which are not incorporated into the Project. During performance of the Work, Contractor shall clean up to the satisfaction of Owner all rubbish and debris resulting from the Work. If Contractor refuses or fails to perform such clean up to the satisfaction of Owner, Owner may proceed with such clean up and charge Contractor for the actual cost of the clean up.

18.7 Project Closeout. Upon completion of the Work, or at such other time as Owner deems appropriate, Contractor shall submit as-built drawings of all portions of the Work provided for in paragraph 9.6 herein, warranties, operation manuals, maintenance instructions, owner's manuals and other documents reasonably requested by owner. Those items shall be submitted in the proper quantity and format as a condition precedent to final payment being made by Owner.

19. Termination.

19.1 Termination for Convenience. Without waiving any other rights under this Agreement or applicable law, Owner reserves the right to terminate this Agreement, without cause and at any time, for Owner's convenience by seven (7) days written notice to Contractor. Unless the notice directs otherwise, upon receipt of such notice, Contractor shall immediately discontinue the Work and the placing of orders for materials in connection with the Work, and if requested, shall make every effort to procure cancellation of all existing orders or subcontracts upon terms satisfactory to Owner or at Owner's option giving Owner the right to

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Owner Initials JK

assume and receive all benefits to be derived from those obligations directly. Upon termination under this paragraph 19.1, Contractor shall be entitled as its sole compensation, to the lesser of: (a) the actual, direct cost of the Work completed as of the date of such termination, plus a mark-up of ____ percent (____%) aggregate on such actual, direct cost of completed Work for the Contractor and subcontractors and materialmen of all tiers, as full compensation for all indirect costs, impact fees, field supervision, administration, overhead and profit, or (b) the percentage of Work completed multiplied by the Contract Price minus the amount of any payments made to Contractor prior to the date of termination and any amounts owed to Owner by Contractor under the Contract Documents. Contractor shall not be entitled to any claim against Owner for undocumented or unearned compensation, lost profits, lost opportunities or other damages (consequential, incidental, specified, actual, direct or indirect damages), including, but not limited to staging, earlier removal and storage.

19.2 Termination for Cause. The Owner may terminate the Agreement for cause if the Contactor:

- (i) refuses or fails to supply enough properly skilled workers or proper materials;
- (ii) fails to make payment to subcontractors, materialmen or laborers for materials or labor in accordance with the respective agreements between the Contractor and any of its subcontractors, materialmen or labors;
- (iii) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- (iv) otherwise is in default of the Contract Documents or has committed a breach of Contract Documents.

19.2.1 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, if any, five (5) days' written notice, terminate the Agreement and subject to any prior rights of the surety:

- A. exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. accept assignment of subcontracts pursuant to Paragraph 16.4; and
- C. finish the Work by whatever reasonable method the Owner may deem expedient.

19.2.2 When the Owner terminates the Contract for one of the reasons stated in Section 19.2, the Contractor shall not be entitled to receive further payment until the Work is finished.

19.2.3 If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

19.2.4 If, after notice of termination of the Contract under the provisions of this Section 19.2, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience provisions contained in Section 19.1 herein.

20. Remedies.

20.1 Other Remedies. Owner hereby reserves the right to impose upon Contractor any or all of the following remedies if Contractor fails, in Owner's sole opinion, to perform the Work with promptness, diligence and efficiency as required by the Contract documents:

- A. Termination of this Agreement;
- B. Contracting with another contractor for the performance of the Work or any portions thereof;

Contractor Initials JS

Page 20 of 23

Owner Initials JK

- C. The right to back-charge Contractor for any costs incurred to remedy or complete any Work performed by Contractor, and/or for damages caused by Contractor, including the daily charge for liquidated damages delay as provided in Paragraph 3 herein; and/or
- D. All other legal and equitable remedies including damages and specific performance as set forth herein or available by law.

All money expended by Owner for costs and fees in pursuing the above remedies shall be deducted from the Contract Price and, if such expenditures exceed the remaining Contract Price to be paid to Contractor, Contractor agrees to pay to Owner on demand the full amount of such excess together with interest thereupon at the rate of 10% per annum or the highest rate allowed by law, whichever is lower.

21. Dispute Resolution.

21.1 Work Continuation and Payment. Unless otherwise agreed in writing, Contractor shall continue the Work during any dispute resolution proceedings. If Contractor so continues to perform, Owner shall continue to make undisputed payments in accordance with the Agreement for Work properly performed thereafter.

21.2 Litigation. Any litigation arising out of or in any way related to this Agreement, the Contract Documents or the Project shall be brought in the State courts in the County in which the Project is located. THE OWNER AND CONTRACTOR EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH LITIGATION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AND EACH PARTY ACKNOWLEDGES THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. Contractor herein agrees to obtain an identical waiver of jury trial benefiting the Owner from all of its subcontractors or suppliers.

21.3 Consent to Joinder in Arbitration. Notwithstanding the provisions of paragraph 21.2 above, if the Owner is involved in any arbitration with any other party related in any way to the Work, this Agreement or the Contract Documents, then Contractor agrees to be joined in such arbitration in order to resolve all outstanding issues, claims and defenses between Owner and Contractor and to be bound by the results of such arbitration. If Owner joins the Contractor into an arbitration involving a Homebuyer, Contractor agrees and acknowledges that the arbitration procedures contained in the Owner's agreement with its Homebuyer shall apply equally to Contractor as if set forth herein. A copy of Owner's standard form Homebuyer agreement has been made available to Contractor for its review.

21.4 Attorneys' Fees. In the event a dispute relating to, arising out of, or concerning the Work, this Agreement or the Project, the prevailing party shall be entitled to recover its reasonable attorneys' fees, as well as all costs of litigation or arbitration from the non-prevailing party.

22. Miscellaneous.

22.1 Assignments. Owner and Contractor each binds itself, its successors and assigns to the other party hereto and to the successors and assigns of such other party, in respect to all covenants, agreements and obligations contained in this Agreement. Contractor shall not assign the same without the written consent of Owner, nor shall Contractor assign any monies due, or to become due, to it hereunder without the previous written consent of Owner. Nothing in the Agreement shall, however, prevent Contractor from entering into such subcontracts, as Contractor may desire, subject to this Agreement.

22.2 Compliance With Other Agreements. Contractor shall comply with any labor agreements to which Contractor is subject. Contractor's involvement in any labor dispute, whether or not Contractor is at fault, which includes picketing or other disturbances at the Project, shall be a default hereunder. If Owner elects to open a secondary gate and/or hire additional security because of such a dispute, all costs of doing so shall be borne by Contractor and shall be due upon demand by Owner.

22.3 Patents. Except as otherwise expressly provided by the Documents, Contractor shall pay all royalties and license fees which may become due as the result of Contractor's inclusion of any patented materials in the Work, and Contractor shall obtain any consents or licenses necessary to use such materials.

22.4 Incorporation of Exhibits. All exhibits hereto are hereby incorporated into this Agreement by this reference.

Contractor Initials JS

Owner Initials JL

22.5 Entire Agreement. This Agreement, together with all of the Contract Documents, supersedes any and all prior negotiations, agreements or contracts, written or oral, between Owner and the Contractor. This Agreement together with all items incorporated by reference herein constitutes the entire Agreement between the parties and may not be amended without the written agreement of both parties.

22.6 Damage to Adjacent Properties. Any damage and/or restoration to adjacent properties resulting from Work performed under this Agreement shall be the responsibility of Contractor. When restoration of adjacent properties is required, Contractor shall notify the owner(s) of said property prior to commencement of any restoration activities.

22.7 Notice. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested, or (ii) by any nationally known overnight delivery service, or (iii) by courier, or (iv) by facsimile transmission, or (v) in person. All notices shall be addressed to the applicable party at the business address specified for that party on page 1 of this Agreement. Any address specified above may be changed by written notice given to the other party in accordance with this paragraph. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

22.8 Agreement Binding on Assignees. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

22.9 Rights Cumulative. All of Owner's rights and remedies set forth herein, in the event of Contractor's default under any provision of this Agreement, are cumulative and are in addition to any other rights granted by law or equity in the event of a breach of this Agreement by Contractor.

22.10 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida.

FLORIDA STATUTORY NOTIFICATION
CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Contractor Initials JS

Owner Initials JL

IN WITNESS WHEREOF, this Construction Agreement has been executed as of the date first written above.

OWNER:

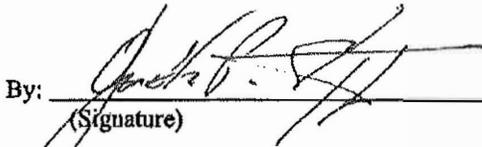
MANASOTA BEACH RANGLANDS, LLLP, a Delaware limited liability company

By: 
(Signature)

Title: Senior Vice President

Date: 7/6/20

CONTRACTOR:

By: 
(Signature)

Title: Vice President

Date: 7/6/20

Contractor Initials JS

Owner Initials JL

**EXHIBIT A
SCOPE OF WORK**

All related work shown on the contract documents outlined in Exhibit B.

Owner Initials JK

Contractor Initials JK

**EXHIBIT A-2
CONTRACT PRICE**

Six Hundred Fifty-Five Thousand Six Hundred Four and 80/100 Dollars (\$655,604.80)

1. Contractor shall supply all plant, labor, equipment, and materials necessary to complete construction of the Project in accordance with the plans and specifications, the requirements of City of North Port, applicable utility agencies and as directed by Owner. The Contract Price shall also include all labor, equipment and material necessary for all incidental construction requisite to complete the Work in the manner that is reasonably inferable from the approved Plans. The Schedule of Values is attached to this Exhibit A-2 in support of the above referenced Contract Price, and unit prices shown thereon may be used for any change orders to the Agreement.

06/30/2020

Date

Owner Initials JK

Contractor Initials JS

SHIPPS EXCAVATING

2020-06-30

REQUESTED COST FOR 20" PVC EXTENSION TO TREATMENT PLANT

| | | | | |
|-------|-----------------------|-----------------------------|-------------|---------------------|
| 30520 | Mobilization | 1 LS | \$31,075.00 | \$31,075.00 |
| | Clearing and Grubbing | 1 LS | \$45,054.00 | \$45,054.00 |
| | Excavation | 1 LS | \$51,701.00 | \$51,701.00 |
| | Silt Fence | 1 LF | \$3.60 | \$3,440.00 |
| | 20" PVC | 1 L/F | \$64.45 | \$367,622.80 |
| | 20" HDPE | 0 L/F (UNIT PRICE FOR C.O.) | \$198.00 | \$0.00 |
| | 20" Galv | 2 EA | \$16,266.00 | \$32,532.00 |
| | Fittings | 1 LS | \$72,620.00 | \$72,620.00 |
| | 20" Tee | 1 LS | \$2,715.00 | \$2,715.00 |
| | Connections | 2 EA | \$2,970.00 | \$5,940.00 |
| | ARV | 0 EA (UNIT PRICE FOR C.O.) | \$9,006.00 | \$0.00 |
| 31010 | Testing | 1 LS | \$8,905.00 | \$8,905.00 |
| | | | | \$655,604.80 |

TOM
 THIS WILL ALSO
 NEED A CODE FOR:
 SURVEY 37510
 (POINT BREAK)
 CIVIL DESIGN 27420
 (KIMLEY.)
 CIVIL SUPERVISION 37430
 (KIMLEY & UNIVERSITY)

NOTES:

Work zone - 30' into existing vegetative area.
 Clearing to be hauled to area on existing project site.
 Import fill to bring cleared area back to natural grade

Proposed pipe location impacts a wetland area, need directive
 To be installed after permit

Quote: Priced based on Kimley-Horn plans # 148844007
 Dated 6/24/2020 concentrate & force main
 plan and profile

Sheets: U023,U024,U025,U026,U027,U028,U029
 Labeled - not for construction.

SUB TOTAL
 30520: \$165,270
 Sanitary Pipe
 31010: \$490,334.80
 New Coding per
 JL:
 97008143 - 31010
 Wastewater Plant - Sanitary
 Pipe

JL

JL

**EXHIBIT B
PLAN SHEETS**

Sheets U023-U029

Owner Initials *DL*

Contractor Initials *JS*

CONCENTRATE & FORCE MAIN PLAN & PROFILE

SHEET NUMBER U024

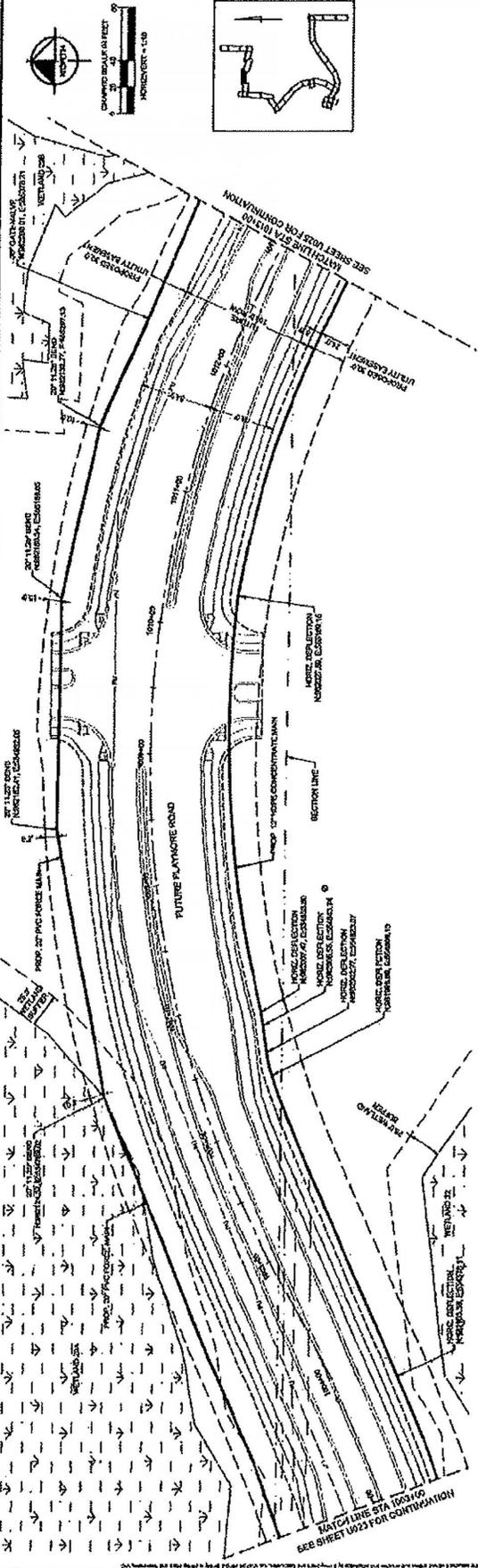
SOUTHWEST WATER TREATMENT PLANT OFFSITE MAINS PREPARED FOR WEST VILLAGES CONSTRUCTION, LLP

DATE 04/20/17
 DRAWN BY [Name]
 CHECKED BY [Name]
 PROJECT NO. 17-001
 PROJECT NAME [Name]

Kimley-Horn

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |

NOT FOR CONSTRUCTION



- BEFORE-SITE CONSTRUCTION NOTES:**
- CONTRACTOR TO OBTAIN RIGHT-OF-WAY USE PERMIT AS REQUIRED PRIOR TO COMMENCING ANY WORK WITHIN THE RIGHT-OF-WAY.
 - CONTRACTOR TO MAINTAIN EXISTING UTILITIES AND TO MAINTAIN EXISTING DRIVEWAYS AND SIDEWALKS. ALL UTILITIES AND DRIVEWAYS TO BE MAINTAINED SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION. APPROVAL BY THE SAGINAW COUNTY PUBLIC WORKS DEPARTMENT.
 - CONTRACTOR TO REPLACE ALL SURVEY, PLUMBING, AND TRAFFIC SIGNAL SIGNALS WHICH ARE DAMAGED OR REMOVED DURING CONSTRUCTION IN KIND AND TO BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION. ANY DAMAGE WHICH IS NOT REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
 - CONTRACTOR TO USE CAUTION DURING CONSTRUCTION TO PREVENT DAMAGE TO ANY EXISTING UTILITIES AND TO MAINTAIN EXISTING DRIVEWAYS AND SIDEWALKS. ALL UTILITIES AND DRIVEWAYS TO BE MAINTAINED SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION. APPROVAL BY THE SAGINAW COUNTY PUBLIC WORKS DEPARTMENT.
 - CONTRACTOR TO MAINTAIN EXISTING UTILITIES AND TO MAINTAIN EXISTING DRIVEWAYS AND SIDEWALKS. ALL UTILITIES AND DRIVEWAYS TO BE MAINTAINED SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION. APPROVAL BY THE SAGINAW COUNTY PUBLIC WORKS DEPARTMENT.
 - CONTRACTOR TO MAINTAIN EXISTING UTILITIES AND TO MAINTAIN EXISTING DRIVEWAYS AND SIDEWALKS. ALL UTILITIES AND DRIVEWAYS TO BE MAINTAINED SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION. APPROVAL BY THE SAGINAW COUNTY PUBLIC WORKS DEPARTMENT.

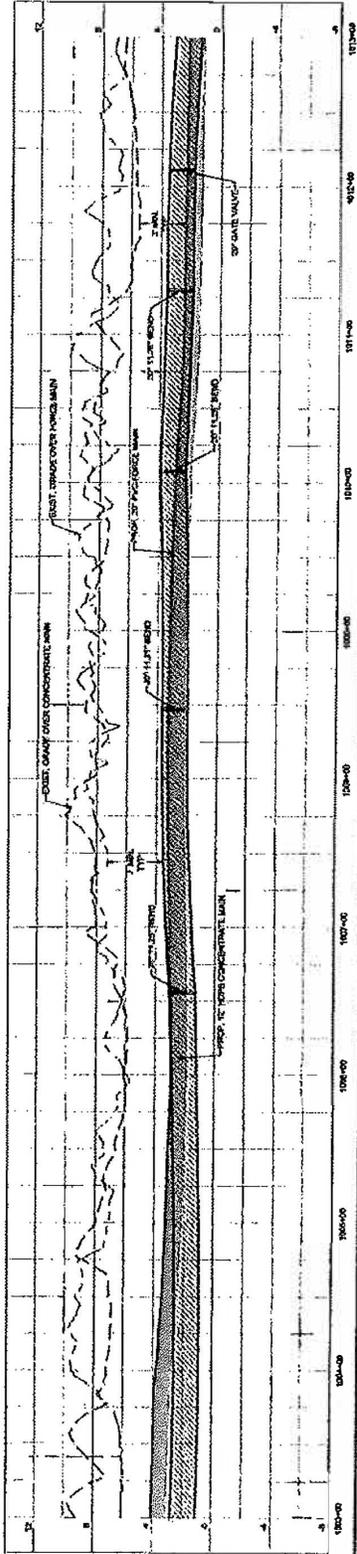
- LEGEND**
- PROPOSED PLUS OR CAP
 - PROPOSED FIRE INTRUSION ASSEMBLY
 - DATE VALVE OR PLUS VALVE
 - BLIND-OUT ASSEMBLY
 - AIR RELEASE VALVE
 - DIRECTION OF FLOW
 - PROPOSED WATER MAIN
 - EXISTING WATER MAIN
 - PROPOSED SANITARY SEWER MAIN
 - EXISTING SEWER MAIN
 - PROPOSED FORCE MAIN
 - EXISTING FORCE MAIN

NOTE:

- UTILITY SYMBOLS ON THIS PLAN MAY VARY SLIGHTLY FROM ACTUAL SIZE OR BEHIND FROM INTERFERING UTILITIES. UTILITY APPROPRIATE TO THIS PROJECT SHALL BE SHOWN IN PLAN SET OR REFERENCED STANDARD DETAILS.

CALL 2 WORKING DAYS BEFORE YOU DIG ITS THE LAW DIAL 811

- FIELD DOTTED WATER MAINS TO CLEAN SOUND MAINTS WERE REQUIRED**
- RESTRAINED JOINT PIPE SHALL BE USED FOR ALL PVC AND DUCTILE IRON PIPE, AS PER DETAILS AND NOTES.**
- PEOPLE GRADE IS CONTINUED OF PIPE UNLESS OTHERWISE NOTED.**
- ALL PRESSURE MAINS SHALL HAVE A MINIMUM 3' OF COVER UNLESS OTHERWISE NOTED.**
- ALL SANITARY MAINS SHALL BE PVC 8" OR 10" UNLESS OTHERWISE NOTED.**
- ALL FORCE MAINS SHALL BE 18" OR 24" UNLESS OTHERWISE NOTED.**
- ALL PIPE VALUES TO BE INSTALLED OUTSIDE OF ALL CURBS, SIDEWALKS AND LANDSCAPE RAMP.**
- ALL PROFILES MAY BE REVISED FOR CLARITY. SEE UTILITY DETAILS FOR SERVICE TERMINATIONS.**
- THE MANHOLE ALLOWABLE PRESSURE PVC COLLECTION IS 70% OF THE MANUFACTURER'S RECOMMENDED MINIMUM DEFLECTION.**



70

57

CONCENTRATE & FORCE MAIN
PLAN & PROFILE

SOUTHWEST WATER
TREATMENT PLANT
OFFSITE MAINS
PREPARED FOR
WEST VILLAGES
CONSTRUCTION, LLP

9200
SHEET NUMBER

NOT FOR CONSTRUCTION

APPROVED FOR THE CITY OF LOS ANGELES
APPROVED FOR THE COUNTY OF LOS ANGELES
APPROVED FOR THE STATE OF CALIFORNIA

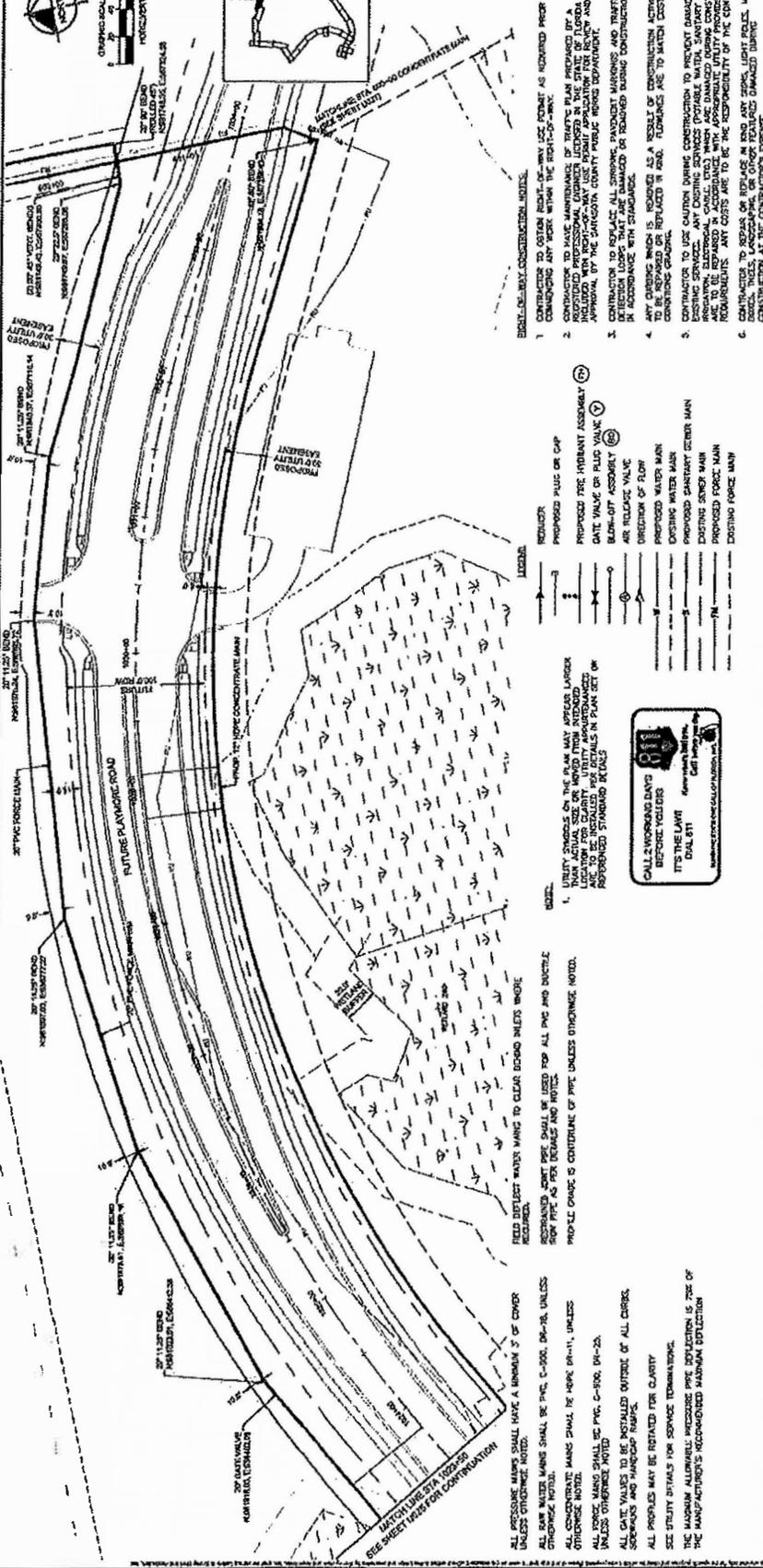
APPROVED FOR THE CITY OF LOS ANGELES
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APPROVED FOR THE STATE OF CALIFORNIA

Kimley-Horn
1710 MAIN STREET, SUITE 200
LOS ANGELES, CALIFORNIA 90012
TEL: (213) 688-1111
WWW.KIMLEY-HORN.COM



- EXISTING UTILITY CONSTRUCTION NOTES:**
- CONTRACTOR TO OBTAIN RIGHT-OF-WAY LOCUS POINT AS SHOWN PRIOR TO COMMENCING ANY WORK WITHIN THE RIGHT-OF-WAY.
 - CONTRACTOR TO MAINTAIN EXISTING UTILITIES. THE PLAN PREPARED BY A LICENSED PROFESSIONAL ENGINEER IS TO BE USED FOR CONSTRUCTION AND NOT FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO REPLACE ALL EXISTING PAVEMENT MARKINGS AND TRAFFIC SIGNALS AS REQUIRED BY THE CALIFORNIA PUBLIC WORKS DEPARTMENT.
 - ANY CHANGES TO THE PLAN SHALL BE MADE BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD SPECIFICATIONS.
 - ANY CHANGES TO THE PLAN SHALL BE MADE BY THE CONTRACTOR IN ACCORDANCE WITH STANDARD SPECIFICATIONS.
 - CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION.

- LEGEND**
- PROPOSED PLUG OR CAP
 - PROPOSED FIRE HYDRANT ASSEMBLY
 - DATE VALVE OR PLUG VALVE
 - BLIND-OUT ASSEMBLY
 - DIRECTION OF FLOW
 - AIR RELEASE VALVE
 - PROPOSED WATER MAIN
 - EXISTING WATER MAIN
 - PROPOSED SANITARY CENTER MAIN
 - EXISTING SENIOR MAIN
 - PROPOSED FORCE MAIN
 - EXISTING FORCE MAIN

NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE CITY OF LOS ANGELES STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE CITY OF LOS ANGELES STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE CITY OF LOS ANGELES STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
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- ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE CITY OF LOS ANGELES STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.

FIELD DIRECTOR WATER MAINS TO CLEAR BODIES INLETS BEFORE RECONSTRUCTION.

RECONSTRUCT JOINT PIPE SHALL BE USED FOR ALL PIPES AND DUCTILES FOR PIPE AS PER DETAILS AND NOTES.

PRO-LL CHASE IS CONTINUING OF PIPE UNLESS OTHERWISE NOTED.

ALL PRESSURE MAINS SHALL HAVE A MINIMUM 3' OF COVER UNLESS OTHERWISE NOTED.

ALL SANITARY MAINS SHALL BE PVC, C-200, DR-20, UNLESS OTHERWISE NOTED.

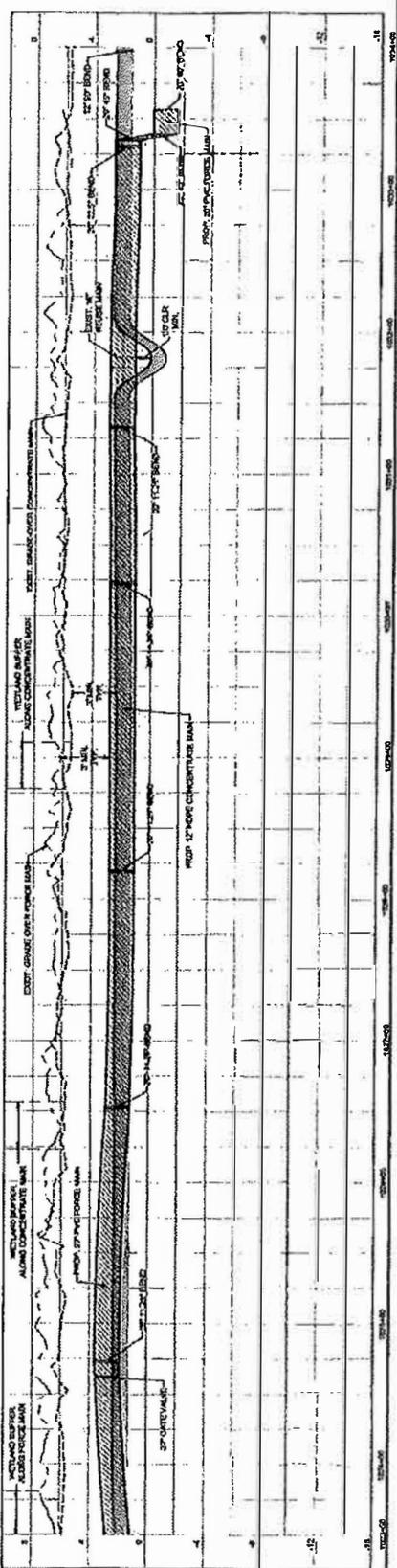
ALL FORCE MAINS SHALL BE HDPE, DR-11, UNLESS OTHERWISE NOTED.

ALL 24\"/>

ALL PROFILES MAY BE RETAINED FOR CLARITY.

SEE UTILITY DETAILS FOR SERVICE TERMINATIONS.

THE MAXIMUM ALLOWABLE EXCESSIVE PIPE DEFLECTION IS 70% OF THE MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION.



20

5

**EXHIBIT C
DRAW AND PAYMENT PROCEDURES AND POLICIES**

1. On or before the 30th day of each month, Contractor shall make a payment application to Owner for Work completed and materials stored from the 30th day of the immediately preceding month through the 30th day of the current month (i.e. work completed from March 30th thru April 30th would be submitted on April 30th and a check would be issued to Contractor on or before May 30th (30 days following Owner's receipt of a payment application)), using the payment application form attached hereto as Exhibit I. Each payment application from Contractor shall include the following:

(i) Certification from Contractor as to percentage of Work completed and an approval of the payment request by Owner or such other person as Owner may designate, with a statement certifying that all Work represented by the payment application has been completed in conformance with the Contract Documents;

(ii) Partial lien waivers in the form attached hereto as Exhibit D-1 and D-3 or such other form as Owner may require from Contractor, its subcontractors and its materialmen or any tier for the payment requested and, when final payment is requested, final lien waivers in the form attached hereto as Exhibit D-2 and D-4 or such other form as Owner may require; and

(iii) Any other documents reasonably requested by Owner.

2. Payment Applications shall be submitted to the address below:

MANASOTA BEACH RANGLANDS, LLLP
19503 S. West Villages Parkway, Suite 14
Venice, FL 34293
Attention: John Luczynski

3. If all documents required are timely supplied, Owner will make payment of the amount determined herein on or before the 30th of each month following the receipt of a payment application on the 30th of the previous month less a ten percent (10%) standard retention and less any additional retention which Owner elects to retain as permitted by the Agreement. Work shall be presumed to be Lump Sum unless listed as Unit Price Work. The Lump Sum Work amount paid monthly shall be that amount determined by taking the Lump Sum amount in the Bid Proposal multiplied by the percentage of Work complete and materials stored on the 25th day of the preceding month as certified, less retention. For Unit Price Work, the amount to be paid monthly shall equal the units of the Work completed and materials stored through the 30th day of the preceding month based on field measurements agreed upon by Owner and Contractor, multiplied by the applicable unit bid price listed on the Bid Proposal.

4. Fifty percent (50%) of the standard retention shall be paid within twenty business days after all of the following have all occurred: (i) Contractor gives written notice that all Work has been completed in accordance with this Agreement; (ii) Owner has confirmed the completion; (iii) final lien waivers and releases are executed and delivered by Contractor and its subcontractors and suppliers to the Owner; (iv) Substantial Completion has occurred; and (v) all necessary government acceptances from the authorities having jurisdiction over the Work have been received by Owner. The remaining standard retention shall be paid, when Owner has received certificate of completion for the Project by all applicable utility companies. Any retention held by Owner because of a default or otherwise allowed pursuant to the Agreement will be paid after Contractor removes, to Owner's complete satisfaction, the condition which resulted in the retention of funds, except to the extent applied by Owner to the costs and damage it incurred as a result of the same. Owner may apply the retention toward curing defaults of Contractor but this application of the retention shall not limit Contractor's obligations or Owner's other remedies. Owner may record Notice of Completion after acceptance of the Work by all applicable utility companies.

Owner Initials *DL*

Contractor Initials *JS*

5. Owner may at any time make payment by joint check to Contractor and its subcontractors or suppliers.

6. If Contractor fails to deliver a complete and accurate application for payment for Work to Owner within one hundred eighty (180) days after performing such Work, then Owner shall have no obligation to pay for such Work. Contractor's agreement to this provision is a material part of the consideration being given to Owner. CONTRACTOR WAIVES ALL RIGHTS OR CLAIMS IT MAY HAVE FOR PAYMENT FOR ANY WORK FOR WHICH IT DOES NOT DELIVER A COMPLETE AND ACCURATE PAYMENT APPLICATION TO OWNER WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY CLAIMS IN CONTRACT, QUANTUM MERIT, OR OTHERWISE.

Owner Initials JL

Contractor Initials JS

**EXHIBIT D-1
CONTRACTOR'S CONDITIONAL RELEASE OF LIEN**

OWNER: MANASOTA BEACH RANGLANDS, LLLP

CONTRACTOR: SHIPPS EXCAVATING & GRADING INC.

PROPERTY: VILLAGE E FORCE MAIN EXTENSION (MAY ATTACH LIST.)

CONTRACT DATED: JULY 6, 2020

FOR WORK AND MATERIALS FURNISHED THROUGH _____, _____, 20____

The undersigned, which provided services, materials or equipment for the above Property in accordance with a contract with the Owner identified above, conditioned upon receipt of payment in the amount of _____, hereby waives and releases all claims for, liens and rights of lien now existing represents full payment received by the undersigned (exclusive of contractual retainage) for work, services, materials and/or equipment furnished in connection with the above Property to the date of this release.

This Release of Lien may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 20____ .

[Insert Corporate or Partnership Name of Contractor/supplier]

BY: _____

NAME: _____

TITLE: _____

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Owner Initials DL

Contractor Initials JS

EXHIBIT "D-2"

CONTRACTOR'S UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIENS

CONTRACTOR: SHIPPS EXCAVATING & GRADING INC.

OWNER: MANASOTA BEACH RANCLANDS, LLLP
ADDRESS: 19503 S WEST VILLAGES PKWY #14, VENICE, FL 34293
EFFECTIVE DATE: JULY 6, 2020
PROPERTY: VILLAGE E FORCE MAIN EXTENSION (MAY ATTACH LIST.)

The undersigned for itself, its successors and assigns and its subcontractors and suppliers, which/who has/have provided materials, Work, services and/or equipment in connection with the Project on the Property for the Owner in consideration of the sum of \$_____ paid by Owner which sum represents the final payment due pursuant to the Agreement between Contractor and Owner, together with any amendments or change orders related thereto (all of the foregoing being collectively referred to as the "Agreement"):

Acknowledges that it has been paid in full for all materials, Work, services and/or equipment furnished in connection with the performance of the Agreement or otherwise in connection with the construction on the Property.

Waives and releases any and all construction lien claim(s) and/or stop notices, bond and the like ("Lien") which CONTRACTOR has had or currently has, against or upon any portion of the Project or Property for materials, Work, services and/or equipment provided.

Agrees that if, after the date hereof, there shall be evidence of any lien filed (i) by the undersigned or (ii) any subcontractor or supplier of the undersigned for which, if established, Owner might become liable or which might encumber title to the Property or Project, the undersigned shall promptly discharge same as required by Section 18.1 of the Agreement between the Owner and Contractor and indemnify, hold harmless and defend Owner against any loss, damages or costs or expenses, including attorneys' fees, associated therewith.

The undersigned for itself, its successors and assigns, releases and forever discharges Owner (and its shareholders, directors, officers, employees, and agents) and their successors and assigns, from all claims, demands or causes of action which it has had, currently has, or may in the future have, arising from or in any way relating to the Contract or the Property.

Agrees that this Release may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has set his hand and seal [as the duly authorized officer/partner of the undersigned] on this _____ day of _____, 201_____.

[INSERT CORPORATE OR PARTNERSHIP NAME OF CONTRACTOR/SUPPLIER]

BY: _____

NAME: _____

TITLE: _____

[CORPORATE/PARTNERSHIP ACKNOWLEDGMENT]

STATE OF _____

COUNTY OF _____

Owner Initials JK

Contractor Initials JS

On this day of , 201 , before me, personally appeared , the of , who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Owner Initials JK

Contractor Initials JS

EXHIBIT "D-3"

FORM OF SUBCONTRACTOR/SUPPLIER

CONDITIONAL WAIVER AND RELEASE OF LIENS ON PARTIAL PAYMENT

OWNER: MANASOTA BEACH RANCLANDS, LLLP

CONTRACTOR: SHIPPS EXCAVATING & GRADING INC.

PROPERTY: VILLAGE E FORCE MAIN EXTENSION (May attach list.) ("Property")

CONTRACT DATED: July 6, 2020

FOR WORK AND MATERIALS FURNISHED THROUGH _____, 20____

WHEREAS, pursuant to a Subcontract with [NAME OF CONTRACTOR], ("Contractor") dated _____, 20____ (the "Subcontract") the undersigned, _____ ("Subcontractor") furnished certain labor, materials, equipment or other goods or services (the "Work") in connection with _____ (the "Project") located at the Property.

WHEREAS, The undersigned lienor, which provided services, materials or equipment for the above Property in accordance with the Subcontract, conditioned upon receipt of payment in the amount of \$_____, hereby waives and releases all claims for, liens and rights of lien now existing (exclusive of contractual retainage) for work, services, materials and/or equipment furnished in connection with the Property to the date of this release.

This waiver and release of liens may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 201_____.

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 201_____, before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

Notary Public

My commission expires:

Owner Initials JK

Contractor Initials JS

EXHIBIT "D-4"

FORM OF SUBCONTRACTOR/SUPPLIER RELEASE OF LIENS ON FINAL PAYMENT

OWNER: MANASOTA BEACH RANCLANDS, LLLP

CONTRACTOR: SHIPPS EXCAVATING & GRADING INC.

PROPERTY: VILLAGE E FORCE MAIN EXTENSION (May attach list.)

CONTRACT DATED: JULY 6, 2020

WHEREAS, pursuant to a Subcontract with [NAME OF CONTRACTOR], ("Contractor") dated _____, 20__ (the "Subcontract") the undersigned, _____ ("Subcontractor") furnished certain labor, materials, equipment or other goods or services (the "Work") in connection with _____ (the "Project") located at the Property

WHEREAS, as consideration for the Contractor's final payment of \$ _____, for the Work performed by Subcontractor, representing payment in full to the Subcontractor for all Work in accordance with the Subcontract, the Subcontractor does hereby waive and generally release all rights of Subcontractor to file or claim a mechanic's lien and any other lien, claim, security interest or other encumbrance with respect to, against or on the above described Project. This Final Release and Waiver of Lien is being executed and delivered simultaneously with or after payment for the Work performed pursuant to the Subcontract.

Subcontractor hereby affirms that there are no mechanic's liens or any other claims, security interests, encumbrances or other liens with respect to, against or on the above described Project arising out of or in connection with the performance by the Subcontractor of the work performed pursuant to the Subcontract outstanding or known to exist as of the date hereof.

This Release of Liens may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 201_____.

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 201_____, before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

Notary Public

My commission expires:

Owner Initials ML

Contractor Initials JS

EXHIBIT E
CONSTRUCTION SCHEDULE

Owner Initials *JS*

Contractor Initials *JS*

**EXHIBIT F
SPECIAL CONDITIONS**

1. If provided in the Scope of Work, the Contract Price includes permit fees as required to be obtained by Contractor. All other permit fees shall be paid by the Owner. The Contract Price also includes all associated inspection fees. Unit prices include the cost of any performance and payment bonds required by the Contract Documents.
2. Contractor shall provide all staking required to complete the Work and as-built survey and certification in a form acceptable to the Owner.
3. Contractor agrees to return the site to the same clean and graded condition existing as when work commenced. Any extra material shall be removed to an onsite location designated by Owner. If clean-up and grading is not completed by Contractor within three (3) work days of notice from Owner, Owner will be entitled to perform the clean-up and grading and backcharge Contractor.
4. Owner shall determine all final pay quantities and Owner's determination shall be considered final and used for payment.
5. Contract unit prices shall be binding on Contractor for the duration of any Project.
6. Contractor shall perform a walk through inspection of the Project with Owner's Authorized Representative to check for satisfactory completion of all Work. Upon twenty-four (24) hour notice, Contractor agrees to provide a superintendent or higher level person to participate in an inspection with Owner and any third parties owner deems necessary. Any punchlist item noted in said inspection by Owner as needing repair, completion or replacement shall be deemed noticed to Contractor as if noticed in writing on the date of said inspection. Contractor agrees thereafter to cause any punchlist items brought to its attention to be corrected, repaired or replaced otherwise in accordance with the time frames required by this Agreement.
7. Contractor shall promptly remove all excess construction material and debris generated by it or any of its subcontractors. If material and/or debris are not removed by the Contractor within three (3) days after completion of any phase of Work or upon twenty-four (24) hour notice, Owner shall be entitled to perform clean up and back-charge to Contractor.
8. Contractor shall establish and maintain dust control measures throughout the Project, including any offsite work areas, as necessary to maintain continuous compliance with all applicable federal, state, county, and city dust control and surface disturbance regulations. Contractor shall be responsible for payment of any and all fines, damage claims, and/or legal expenses resulting from Contractor's failure to establish and maintain compliance throughout the Work.
9. Contractor shall be responsible for obtaining locations of all of the existing underground and overhead utilities and Contractor is liable for any damages to the same caused by Contractor's failure to obtain said locations.
10. Contractor shall maintain a full working crew on this Project at all times after Work begins.

Owner Initials

JL

Contractor Initials

JS

**EXHIBIT G
MATERIALMEN AND SUBCONTRACTORS**

| | Name | Address | Telephone Number |
|-----|-------------|--|-------------------------|
| 1. | WSU | | 941.302.1892 |
| 2. | Rinker | 2313 Vulcan Rd. Apopka, FL 32703 | 407.293.5126 |
| 3. | Core & Main | 2525 12 th St Sarasota, FL 34237 | 941.364.8909 |
| 4. | Ferguson | 1601 Sarasota Center Blvd. Sarasota, FL 34240 | 941.379.8989 |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |

Estimate of cost of materials to be provided: See exhibit

(Add additional rows if necessary.)

Owner Initials JK

Contractor Initials JS

**EXHIBIT H
SAFETY PROTOCOLS AND PROJECT RULES AND
REGULATIONS**

1. Safety Precautions.

(a) Contractor shall comply with all applicable safety and health laws, rules and regulations including the federal Occupational Safety and Health Act, the regulations/standards of the Occupational Safety and Health Administration. ("OSHA") and any state or local government requirements (Collectively the "Safety Rules"). Contractor shall ensure that its subcontractors and materialmen and all of their employees comply with all Safety Rules.

(b) Contractor shall prepare and submit a site safety plan to the Owner prior to start of the Work and shall have periodic safety meetings with its subcontractors, materialmen and all employees. Contractor is responsible for managing safety of all its activities at the Project, including providing all training and all "competent persons" required by the Safety Rules. Contractor shall coordinate activities with any other subcontractors, suppliers, or vendors on site to ensure a safe working environment.

(c) Contractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for adequacy of and required use of all safety equipment and for full compliance with the Safety Rules. This responsibility of the Contractor includes the conduct and compliance by its employees, employees of its subcontractors and all suppliers of materials and equipment.

2. Compliance with Environmental, Health and Safety Standards.

(a) Compliance with Hazardous Substances Laws. Contractor shall not, in connection with this Agreement or the Work, use, possess, handle, transport, emit, release or discharge any chemical, material or substance except as permitted by, and in strict compliance with, all applicable laws, including, without limitation, the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Florida Occupational Safety and Health Act, Florida Revised Statutes, and the Florida Environmental Quality Act.

(b) Warnings. Contractor shall, at its sole expense, provide any and all notices and warnings required under all hazardous substances laws with respect to any chemicals, materials or substances which Contractor, and its employees and agents, use, possess, handle, transport, emit, release, or discharge in connection with this Agreement or the prosecution of any and all Agreement or non-Agreement work relating to the Project, including, without limitation, the Work.

3. Clean-Up. Contractor shall at all times keep the areas of the Project free from the accumulation of waste materials, unsafe materials, or rubbish arising out of the Work, including daily cleanup of all waste and trash generated by Contractor during the course of performing the Work. At the end of each work day, Contractor shall pile such waste and trash in locations designated by Owner. Contractor shall be obligated to dispose of any material so piled in a neat and orderly manner. Upon completion of the Work, Contractor shall remove all of its plans, tools, and materials from the Project and shall remove from the site all hazardous materials, temporary structures, debris and waste incident to Contractor's operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement. Any such cleanup shall be accomplished in adherence with applicable hazardous substances laws. Any hazardous waste required to be disposed of by Contractor will be the property of Contractor and Contractor hereby accepts liability for any and all costs associated with the handling, transportation and disposal of such waste, including, without limitation, costs associated with the remediation of any sites to which the waste was sent. Contractor acknowledges that the failure to perform such waste and trash removal obligations as set forth herein shall cause Owner to incur damages, and the parties hereto agree that Owner shall have the right to back-charge Contractor at actual cost of clean-up not

Owner Initials *JK*

Contractor Initials *JS*

properly completed by Contractor.

4. Operation of Vehicles. Contractor agrees that the operation of vehicles in or about the Project by Contractor or the employees or agents of Contractor (including delivery vehicles operated by suppliers of Contractor) shall be as follows: (a) using only the designated entries to enter the Project, (b) using only established roadways and temporary roadways as authorized by Owner, (c) no crossing of curbs or sidewalks and (d) observing a speed limit of 15 miles per hour within the entire Project. In the event the vehicles of Contractor, Contractor's employees or agents, or Contractor's suppliers or subcontractors cause damage to curbs, sidewalks, landscaping or concrete surfaces within the Project or cause any other damage to the Project, Owner may make the repair of such damage and Contractor shall be obligated to immediately reimburse Owner for all actual expenses incurred by Owner thereby.

5. Parking of Vehicles. It shall be the responsibility of Contractor (a) to control the traffic generated by its employees on the Project under the direction of Owner's Authorized Representative; (b) to enforce restrictions against parking on roads within the Project; and (c) to provide necessary parking areas for all workers in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, its agents or employees to maintain ingress and egress to the Project, all such towing charges will be back-charged to Contractor. Neither Contractor nor Contractor's agents, employees, subcontractors or material suppliers shall be permitted to park vehicles in driveways, garages or carports of the housing units (whether completed or being constructed) within the Project nor shall such vehicles be parked upon sidewalks located within the Project. In the event Contractor, its agents or employees or its material suppliers do park vehicles in such restricted areas, Owner shall have the right to fine or back-charge Contractor \$100.00 per vehicle per day, and Owner shall have the right to be reimbursed for any damages resulting to such driveways, garages, carports or sidewalks in cash or in the form of back-charges.

6. Unacceptable Behavior. Unruly behavior, the drinking of alcoholic beverages, the use of illegal drugs, and/or the playing of loud music by Contractor, any subcontractor, materialmen or any of their employees shall not be permitted within the Project. In the event that Contractor or Contractor's agents or employees engage in such activities, Owner shall have the right to fine or back-charge Contractor \$100.00 per occurrence. Owner shall also have the right to request that the offending party leave the Project immediately and Contractor agrees to abide by such request. Owner may require Contractor to remove from the Project such persons as Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment in connection with the Work is deemed by Owner to be contrary to Owner's best interests or the public interest. Contractor shall not permit any unauthorized personnel including, without limitation, any children or other family members to be on the Project site.

7. Contractor Warranties and Representatives Regarding Safety Programs. Owner and all of its affiliated and subsidiary companies are firmly committed to compliance with all Safety Rules and requires Contractor, its employees, subcontractors and materialmen of any tier to commit to a goal of a safe work place and zero accidents on the Project. Accordingly, Contractor represents and warrants that:

- (a) Contractor has adopted and implemented all safety programs required by law.
- (b) Contractor has appointed a specific employee who has the authority and responsibility to implement and ensure compliance with its the safety programs;
- (c) Contractor will provide appropriate on-site supervisors, and all required "competent person," to ensure compliance with the Safety Rules;
- (d) Contractor has provided to its employees all safety and health training required by the Safety Rules and will ensure that the employees any subcontractor or materialmen of any tier has been provided such training.
- (e) Contractor will use disciplinary procedures to ensure compliance with such safe and healthy work practices;

Owner Initials

Contractor Initials

(f) Contractor has established procedures, in compliance with Safety Rules, for reporting and correcting unsafe conditions and communicating with employees on matters relating to occupational safety and health;

(g) Contractor has developed and will conduct a program of inspections, in compliance with the Safety Rules, to identify and evaluate hazards at the Project;

(h) Contractor has established and will implement procedures in compliance with the Safety Rules, for investigating occupational injuries and illnesses.

(i) Contractor has adopted and implemented a Hazard Communication Program, a Fire Prevention Plan, a Respiratory Protection Program, and a Hearing Conservation Program, and other safety and health programs required by the Safety Rules (collectively, the "Safety Programs"). Upon request, Contractor shall provide Owner with written proof that Contractor conducts required inspections of the Project and equipment and training of its employees, and maintains required records. Contractor shall maintain records for this Project and any other Project for Owner which are readily available for inspection by Owner or any governmental or insurance inspector.

8. Drug and Alcohol/Purpose and Procedure.

FOR THE SAFETY AND WELL BEING OF ALL EMPLOYEES ON OWNER'S CONSTRUCTION SITES, OWNER HAS A POLICY THAT DRUGS OR ALCOHOL SHALL NOT BE DISTRIBUTED, POSSESSED OR USED ON OWNER'S CONSTRUCTION SITES. ANYONE FOUND TO BE IMPAIRED BY OR IN POSSESSION OF DRUGS OR ALCOHOL MUST LEAVE THE OWNER'S CONSTRUCTION SITE OR PROPERTY. To help insure the safety of all workers, including a worker that may be impaired, Contractor agrees to adhere to the following procedures:

(i) Owner shall have no duty to monitor Contractor's workers, but if Owner suspects that a worker is impaired by drugs or alcohol, Owner may investigate and make inquiries of employees on the Project to confirm the suspected impairment, or Owner may give notice to Contractor who shall then investigate. If Contractor suspects that one of its workers is impaired by drugs or alcohol, then Contractor shall investigate.

(ii) If impairment is found or believed to exist, the impaired worker must be removed from the Project. The Contractor must provide transportation for the impaired worker and not allow them to drive themselves from the job and endanger the public.

(iii) After the impaired worker has been removed from the Project, Contractor will send a formal written notification to Owner. The notification will include an explanation of all actions. A copy of the notification will be placed into the Contractor's file for future reference.

(iv) A violation by Contractor of this policy will be cause for immediate termination of this Agreement by Owner.

9. Signs and Advertising. Signs or advertisements shall not be erected or displayed without prior approval of Owner.

Owner Initials JK

Contractor Initials JS

EXHIBIT I PAYMENT INVOICE

AIA Payment application form incorporated by reference. Below is a reference

APPLICATION AND CERTIFICATE FOR PAYMENT

| | | | |
|---|---|--|--|
| TO OWNER: Military/Bladorn 9-1 Partnership, Inc. 1000 Suncoast Tower Blvd., Suite 800 Orlando, FL 32810 | PROJECT: LAD1 Military Project Number | APPLICANT: Y APPLICATION DATE: 04/01/14 PERIOD TO: 06/01/14 GT DATE: 6/1/2014 | Page 1 of 1 Pages DISTRIBUTION TO: <input type="checkbox"/> OWNER <input type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR |
| FROM CONTRACTOR: Greenbelt Landscapes 4050 Avon Road Winter Garden, FL 34787 | VIA ENGINEER: | | |

CONTRACTOR'S APPLICATION FOR PAYMENT

Application must be accompanied by supporting documents and be checked. Contractor shall, as applicable, be checked.

| | | |
|---|----|---|
| 1. ORIGINAL CONTRACT SUM | \$ | - |
| 2. Net change by Change Orders | \$ | - |
| 3. Contract Sum To Date (See 1+2) | \$ | - |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column 1 or 2 or both checked) | \$ | - |
| 5. RETAINAGE: a. 10% of completed work | \$ | - |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | \$ | - |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ | - |
| 8. CURRENT PAYMENT DUE | \$ | - |
| 9. BALANCE TO PAY, INCL. RETAINAGE (Line 3 less Line 8) | \$ | - |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Greenbelt Landscapes
 By: Todd Haag, Project Manager Date: _____

State of: FLORIDA
 County of: ORANGE
 Subscribed and sworn to before me
 the first day of May, 2014

Notary Public:
 My Commission expires: _____

| CHANGE ORDER SUMMARY | ADDITON | DEDUCTIONS |
|--|-------------|-------------|
| Total changes approved in previous months by owner | - | - |
| Total approved this month | - | - |
| TOTALS | - | - |
| NET CHANGES by Change Order | 0.00 | 0.00 |

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on credit check and other data concerning the Applicant, the Engineer certifies and certifies that to the best of the Engineer's knowledge, information and belief, the work has progressed in accordance with the quality of the work in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED: _____

(Each application for amount certified must be amount certified. For every all figures are applied and be the Contractor's and changed to conform to the amount certified.)

Engineer:
 By: _____ Date: _____

Owner Initials JK

Contractor Initials JS

Owner Initials JK

Contractor Initials JS

EXHIBIT B**IMPROVEMENTS TO BE ACQUIRED BY CITY**

| <u>Infrastructure</u> | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Subtotal</u> |
|--------------------------------|-------------------|--------------------|--------------------------|------------------------|
| <i>20" PVC Force Main</i> | 5,704 | LF | \$64.45 | \$367,622.80 |
| <i>20" Gate Valve Assembly</i> | 3 | Each | \$16,266.00 | \$48,798.00 |
| <i>Sanitary Fittings</i> | 3 | LS | \$84,140.00 | \$252,420.00 |
| <i>20" Air Release Valve</i> | 1 | Each | \$9,006.00 | \$9,006.00 |
| <i>20" Temporary Blowoff</i> | 1 | LS | \$2,715.00 | \$2,715.00 |
| <i>Connect to existing FM</i> | 2 | Each | \$2,970.00 | \$5,940.00 |
| TOTAL | | | | \$686,501.80 |