

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

September 24, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

September 17, 2021

Board of Supervisors
Summerstone Community Development District

Dear Board Members:

The Board of Supervisors of the Summerstone Community Development District will hold a Regular Meeting on September 24, 2021 at 11:45 a.m., at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of Acquisition of Ashberry Village Phase 2A & 2B Work Product Improvements
4. Consideration of Resolution 2021-13, Setting Forth the Specific Terms of the District's \$6,765,000 Special Assessment Revenue Bonds, Series 2021 (2021 Project); Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the Series 2021 Bonds; Addressing the Allocation and Collection of the Assessments Securing the Series 2021 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date
5. Consideration of Forms of Issuer's Counsel Documents
 - A. First Amendment to Acquisition Agreement
 - B. Declaration of Consent
 - I. D.R. Horton, Inc.
 - II. Forestar (USA) Real Estate Group, Inc.
 - C. Supplemental Disclosure of Public Finance
 - D. Supplemental Notice of Special Assessments / Governmental Lien of Record
 - E. Issuer's Counsel Opinion
6. Acceptance of Unaudited Financial Statements as of August 31, 2021

ATTENDEES:

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

NOTE: Meeting Location

7. Approval of August 27, 2021 Public Hearings and Regular Meeting Minutes

8. Staff Reports

A. District Counsel: *KE Law Group, PLLC*

B. District Engineer: *Clearview Land Design, P.L.*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: October 22, 2021 at 10:00 A.M.

○ QUORUM CHECK

Mary Moulton	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Christian Cotter	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Raymond Demby	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Ty Vincent	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Ryan Zook	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

9. Board Members' Comments/Requests

10. Public Comments

11. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 801 901 3513

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

3



FORESTAR

FLORIDA INDEPENDENT CONTRACTOR AGREEMENT FOR LAND DEVELOPMENT (Fixed Price Award)

NAME OF CONTRACTOR The Kearney Companies, LLC ("Contractor")
Sole Proprietorship Partnership Corporation X L.L.C. Other
Social Security No. or Tax ID No.: 27-1197898 (ATTACH W-9)
Name of Contractor's Owner(s)/Officer(s): Morris Bencini - CFO Division Name:
Area Name: Assigned Vendor No.: Address for
All Notices: 9625 Wes Kearney Way
City: Riverview State: FL Zip Code: 33578
Telephone: (813) 421 - 6601 Fax: (813) 421 - 6701 E-Mail Address:
Insurance: ATTACH INSURANCE CERTIFICATES OR THERE WILL BE WITHHOLDINGS AND DEDUCTIONS.
NAME AND PHASE(S) OF PROJECT Summerstone Ph. 2 (Ashberry Village) ("Project")

This agreement (the "Agreement") is entered into between Forestar (USA) Real Estate Group Inc., a Delaware corporation ("Owner") and Contractor. Owner's address is: 12602 Telecom Dr.
City: Temple Terrace State: FL Zip Code: 33637
Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF WORK. This Agreement is entered into on a project specific basis. The work to be performed under this Agreement shall include all labor, services, and materials provided, including but not limited to the equipment, transportation, or facilities used, by Contractor, directly or indirectly, for the Project, or which is required to complete Contractor's construction related activities for the Project (the "Work").

2. CONTRACT PRICE.

2.1 Fixed Price. The Owner shall pay, and the Contractor shall accept, as full and complete payment for Contractor's timely performance of its obligations hereunder the fixed price of Six Million Five Hundred Ninety Two Thousand One Hundred Fort Dollars and 96/100 Dollars (\$6,592,140.96) (the "Contract Price").

2.2 Taxes. Contractor shall be solely responsible for and will pay all withholding, Social Security, state unemployment and all other similar taxes for Contractor's employees, agents, and all third parties furnishing labor or materials, or both, in connection with the Work.

2.3 Change Orders. Owner and Contractor agree that no additional charge or increased price over the Contract Price shall be charged by Contractor for any change or alteration in the Work unless set forth in a written change order ("Change Order") signed by

THIS AGREEMENT CONSISTS OF FOURTEEN (14) PAGES, EXHIBITS AND ADDENDA, IF ANY.

Executed this 24th day of November, 2020.

Owner:
By: Tony J Squitieri
Name: Tony J Squitieri
Title: Division President

Contractor:
By: Morris Bencini
Name: Morris Bencini
Title: CFO



Owner and Contractor before the commencement of such changes. Owner may request a Change Order without nullifying this Agreement, at a reasonable addition to, or reduction from, the Contract Price. Such request by Owner shall become a Change Order upon Contractor's written acceptance. If Owner requests a Change Order and Owner and Contractor are unable to agree upon the price, Contractor shall perform the additional Work and Owner shall pay Contractor on a force account basis. If Work is required on a force account basis, Contractor shall invoice Owner for the reasonable and necessary costs of labor, materials, and use of equipment to accomplish the change, plus a total of eight percent (8%) for Contractor's overhead and profit. Contractor will provide supporting information of its costs with each force account invoice, and such invoices are subject to Owner's review and acceptance, and will be paid within thirty (30) days of acceptance.

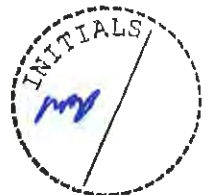
3 PAYMENT.

3.1 Schedule of Values. Within five (5) calendar days of the effective date hereof, the Contractor shall prepare and present to the Owner the Contractor's schedule of values which apportion the Contract Price among the different elements of the Project for purposes of periodic and final payment ("**Schedule of Values**"). The Schedule of Values shall be presented in the format, with such detail, and backed up with whatever supporting information the Owner requests. Once the Schedule of Values is acknowledged and accepted, in writing, by the Owner, it will be attached hereto as **Exhibit B** and utilized in processing Payment Requests (defined hereinafter).

3.2 Payment Requests. The Owner shall pay the Contract Price in accordance with the procedures set forth in this Section 3. For each month after commencement of the Work, Contractor may submit a payment request for Work completed through the fifteenth (15th) day of that month (the "**Payment Request**"). Owner will commence processing Payment Requests on the fifteenth (15th) day of the month. Any Payment Request received after the fifteenth (15th) day of any month will be processed the following month. Payment Request shall be in such format and include whatever supporting information as may be required by the Owner. Therein, the Contractor may request payment for that part of the Contract Price allocable to Work incorporated in the Project, less the total amount of previous payments received from the Owner. In each Payment Request, Contractor shall make clear how it calculated the amount requested, including but not limited to referencing pertinent portions of the Schedule of Values, and provide a complete list of all subcontractors and suppliers that provided labor, services, or materials for which payment is requested. If payment is requested for materials or equipment not yet incorporated in the Work but delivered and stored at the Project Site (or another suitable location agreed to in writing by Owner and Contractor), the Payment Request shall be accompanied by a bill of sale or other document warranting that the materials or equipment are owned free and clear of all liens. By submitting a Payment Request, Contractor represents and warrants that all Work (or the specified portion of the Work) for which payment is sought has been completed satisfactorily and that all material suppliers, laborers, and subcontractors of all tiers have been paid in full.

3.3 Contractor Payments. Owner shall pay Contractor any undisputed amount, properly due, on or within thirty (30) days of Owner's acceptance of Contractor's Payment Request, including requests for interim and final payments. No payments shall be due until a Payment Request has been submitted to and accepted by Owner. Within ten (10) days of receiving a Payment Request, Owner shall either accept the Payment Request or submit in writing to Contractor why any portion of the request is rejected. Rejection of any portion of a Payment Request may be because: (a) the Work has not progressed to the extent represented; (b) the quality of the Work is not in accordance with the Contract Documents; or, (c) all conditions precedent to payment do not appear to have been satisfied. In the event of any late payment by Owner, the principal amount owed shall begin to accrue simple interest thirty (30) days after the due date at the rate of twelve percent (12%) per annum. Unless otherwise agreed by Owner and Contractor, payment to Contractor shall be made by check. Owner may, at any time in its discretion, make checks payable jointly to Contractor and one or more third parties, and these joint payments shall satisfy amounts owed by Owner to Contractor, whether or not all parties endorse the checks. In exchange for progress payments, Owner may require a partial release (to the extent of all payments made) of all liens for materials furnished and labor performed by Contractor, its employees, agents, and all third parties furnishing labor or materials in connection with the Work, and an affidavit that no person has a right to any lien.

3.4 Substantial Completion. The Work is substantially complete when the Work has progressed to the point where the Work is or can be utilized for the purposes for which it was intended, in accordance with the Contract Documents ("**Substantial Completion**"). Contractor shall notify Owner in writing when it considers the Work substantially complete and request a certificate of substantial completion. Contractor shall simultaneously submit to Owner a draft punch list of items to be completed or corrected prior to Final Payment (defined hereinafter). Owner, for itself or by someone on its behalf, shall inspect the Work to determine the completion status and revise, if necessary, the draft punch list. This inspection may occur with or without the attendance of Contractor, in Owner's sole discretion, but if Contractor's attendance is desired by Owner, Contractor shall appear. Owner shall seasonably notify Contractor of its determination and provide the revised punch list. If Owner determines the Work is not substantially complete, written reasons therefor will be provided to Contractor. After receiving the revised punch list, Contractor shall promptly begin work on the items therein.



3.5 Final Payment. Final payment shall not be due until the Work is: (a) fully completed and performed in accordance with the Contract Documents; (b) satisfactory to Owner after completion, inspection, and acceptance of any and all punch-list items; (c) Owner has received all required approvals from an Inspector (defined herein) or similar entity; and, (d) Owner receives a Payment Request indicating that it is for "Final Payment" and a final lien waiver and release. Notwithstanding the foregoing, Owner, in its sole and absolute discretion, may continue to withhold any portion or all of the retainage withheld under Subsection 8.2 until the period within which liens may be asserted expires. Acceptance by Contractor of the final payment of the Contract Price shall constitute a waiver of all Contractor's claims against Owner under this Agreement.

3.6 Acceptance of Work. Acceptance by Contractor of the final payment of the Contract Price shall waive and release all claims against Owner under this Agreement except for those claims previously asserted in writing, but shall not waive any claims of Owner arising out of or resulting from the Work and shall not release Contractor from any obligations under this Agreement, including but not limited to liability for warranties, warranty services, indemnity, insurance required, or any other liability for alleged defects in the Work or incomplete Work. No certificate issued, nor payment made to Contractor, nor partial or entire use or occupancy of the Work by Owner, its agents, customers, or assigns shall constitute an acceptance of the Work or materials not in compliance with this Agreement, or be used in any way as evidence of acceptance by Owner.

4. PERFORMANCE OF THE WORK.

4.1 Contract Documents. The Work shall be performed in strict accordance with the requirements of the plans, specifications, drawings, and reports (the "Contract Documents") described in **Exhibit C**, in conjunction with the terms of this Agreement. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof). The Contract Documents are complementary, and what is required by one document is required by all. In the event of conflicting provisions, specifications will take precedence over drawings; a more specific provision will take precedence over any less specific; a more stringent standard will take precedence over a less stringent standard; a better quality will take precedence over an item of inferior quality; later modifications or changes will supersede or take precedence over earlier provisions. In addition, Contractor shall immediately notify Owner in writing of any conflict, error, ambiguity, or discrepancy within the Contract Documents.

4.2 Standards. In addition to compliance with the Contract Documents, Contractor shall perform all Work in a good and workmanlike manner, and in accordance with all prudent industry standards and practices. Contractor shall supervise, inspect, perform, and direct the Work competently and efficiently, devoting attention and applying such skills and expertise necessary to perform the Work in accordance with the Contract Documents.

4.3 Government Requirements. Contractor agrees to fully comply with all applicable federal, state, county and local laws and statutes, ordinances, rules, regulations, orders, codes, and licensing requirements relating in any way to the performance of the Work, including but not limited to the requirements of the Occupational Safety and Health Act of 1970, as amended, and the procurement and posting of all required permits and notices (the "Requirements"). In addition, Contractor shall not discriminate illegally in its hiring or employment, and shall comply with all state and federal employment laws or regulations regarding same. In addition to its obligations under Section 10 of this Agreement, Contractor shall immediately pay all fines or penalties assessed upon Contractor or Owner relating to the Work for any violation of or noncompliance with the Requirements, and shall, to the fullest extent permitted by law, **INDEMNIFY, DEFEND, and HOLD OWNER HARMLESS** from and against any and all fines, penalties, claims, demands or losses, including attorneys' fees, arising out of any alleged violation of or noncompliance with the Requirements by Contractor, or its agent, employee, or subcontractor of any tier or any other entity acting on behalf of or at the direction of Contractor, regardless of any alleged fault of Owner. Contractor's indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of Owner, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any of Contractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier, or their respective employees. Notwithstanding the foregoing, any indemnification under this Subsection subject to FLA. STAT. 725.06, or similar law, shall be limited to three (3) times the value of the Agreement or one (1) million dollars per occurrence, whichever is greater. Any project specifications or bid documents issued to Contractor by Owner after the execution of the Agreement shall be deemed to include this monetary indemnity limitation.

4.4 Independent Contractor; Manner, Means, and Methods. Contractor, in performing the Work, shall do so as an independent contractor and shall have the sole right and obligation to control the manner, means, method, techniques, and performance of the Work. Contractor shall ensure that the Work and results achieved comply with Section 4 of this Agreement. Any provisions in this Agreement which may appear to give Owner the right to direct Contractor as to the details of doing the Work or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only.



4.5 Subcontracting; Owner's Acceptance; Responsibilities. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner. In addition, Contractor shall be responsible, and liable, for all acts and omissions of all third parties furnishing labor or materials in connection with the Work, and shall ensure that all personnel performing the Work are qualified and competent to perform their assigned tasks and have all necessary licenses. Contractor shall list each and every subcontractor and supplier which will, or is expected to, perform any of the Work (the "Subcontractor and Supplier Schedule"), in **Exhibit D**. **Exhibit D** shall also contain a description of the Work to be, or which is expected to be, performed by each. If, at any time and for any reason, a subcontractor or supplier not listed in the Subcontractor and Supplier Schedule is to perform Work, Subcontractor shall immediately notify Contractor and promptly submit a proposed amendment for Owner's review and acceptance prior to any Work by an unscheduled subcontractor or supplier.

4.6 Contractor's Acknowledgements Regarding Work. Contractor's commencement of the Work shall be deemed as Contractor's acknowledgment that Contractor has inspected the location of the Project where the Work is to be performed (the "Project Site"), is thoroughly familiar with this Agreement and the Contract Documents, and that the Contract Documents are clear and unambiguous, and that Contractor has accepted and agreed to be bound by the requirements, standards, and obligations set forth in this Agreement.

4.7 Representative. Contractor shall have a competent representative at the Project Site at all times during performance of the Work who shall have absolute authority to act, in all respects, on behalf of and for Contractor.

4.8 Licenses, Permits, and Approvals. Contractor shall secure and maintain all permits, licenses, approvals, and as-built drawings necessary for, or applicable to, the performance of the Work. Contractor shall provide copies to Owner immediately upon request.

4.9 Differing Site Conditions. Contractor represents, warrants, and acknowledges that: (a) Contractor has had sufficient time to examine the Project Site to determine the character of the surface and subsurface materials and conditions to be encountered; (b) ~~Contractor is fully aware and knows of the character of the surface and subsurface materials and conditions to be encountered;~~ (c) ~~Contractor has compared the actual site conditions with those reflected in the Contract Documents;~~ and, (d) no additional compensation will be paid as a result of unforeseen site conditions.

4.10 Observation, Inspection, and Testing. Owner and any government agency inspector ("Inspector") shall have the right, but not the obligation, to observe, inspect, or test the Work at any time during or after construction, but that observation, inspection, or testing is solely for the benefit of Owner and is not for Contractor's benefit. Contractor shall cooperate with Owner and Inspector during any such inspection. At Owner or Inspector's request, Contractor shall uncover any portion of the Work for examination, and Contractor shall restore such portions to the standards required by this Agreement. If the Work examined is unacceptable, or if the Work was performed without inspection by Owner or the Inspector, the uncovering, removing, and replacing of the Work shall be at Contractor's expense. Any failure by Owner or the Inspector to note or discover defects in the Work during an inspection shall not waive or vary any of Contractor's obligations, representations, or warranties related to the Work.

4.11 Work of Others. Contractor shall be responsible for inspecting any work of another contractor that may affect Contractor's own Work in any way, and shall report in writing to Owner any defects in the work of any other contractor prior to commencement of any Work, or Contractor shall be deemed to have accepted all other contractors' work for inclusion into Contractor's Work.

4.12 Clean-up. Contractor shall at all times keep the Project Site free from accumulation of waste or other discarded materials, including but not limited to trash, unused construction materials, garbage, refuse, or rubbish ("Waste"), caused by its operations and shall remove all of Contractor's materials at the conclusion of the Work. If materials are furnished by Owner, Contractor shall move all usable materials at the conclusion of the Work to a location designated by Owner. Contractor shall dispose of all Waste properly, and may place it in any receptacles intended for that purpose on the Project Site or at other locations designated by Owner. Removal and disposal of such Waste shall be in accordance with the Requirements and any subdivision rules. Contractor's failure to comply with this Subsection 4.12 shall authorize Owner to undertake any necessary clean-up, the cost of which be payable by Contractor immediately upon demand by Owner and may be deducted by Owner from any sums owed to Contractor.

4.13 Rules and Covenant Compliance. Contractor shall comply fully with all rules, regulations, and restrictive covenants governing the Project Site and other areas on which and near where the Work is performed, including but not limited to rules, regulations and restrictions: (a) establishing days, and the time of day, that Work may be performed; (b) governing storage of materials at the Project Site; (c) regulating trash pick-up and waste collection at the Project Site; and, (d) Project Site safety requirements. Contractor shall be subject to subdivision rules which provide for fines payable to Owner by Contractor for failure to comply with such rules, which may be deducted by Owner from any sums owed by Owner to Contractor.



5. SCHEDULE OF WORK.

5.1 Construction Schedule. Contractor acknowledges that TIME IS OF THE ESSENCE in the performance of all the Work and obligations under this Agreement. At all times during the progress of the Work, Contractor shall employ enough skilled workmen, and have on hand and maintain an adequate supply of materials and equipment, to complete the Work in accordance with Owner's construction schedule ("Construction Schedule"), which may be attached hereto as **Exhibit E**. Contractor agrees to keep itself continuously informed of the progress of the Project to coordinate with Owner all Work scheduled, and to cooperate with other contractors, architects, and engineers performing work on the Project.

5.2 Commencement of Work. Contractor shall have no authority to perform, or to commence any of the Work, until Owner has issued instructions to proceed in writing in the form of a notice to proceed or other similar written directive ("Notice to Proceed"). Contractor shall commence the Work no later than three (3) days after the later of the Notice to Proceed from Owner or the issuance of an appropriate construction permit, and if such Work is interrupted at the direction of Owner, Contractor shall resume such Work within two (2) working days of Owner's direction to resume (such direction also provided in the form of a Notice to Proceed). At any time and without cause, Owner may suspend any portion of the Work for a period of time not exceeding ninety (90) consecutive days by written notice to Contractor.

5.3 Changes in Construction Schedule. Owner may alter the time, order and priority for performance of all components of the Work and all matters relative to the timely and orderly conduct of the Work without increase in price or liability of any kind to Contractor or others. Contractor shall coordinate with Owner all Work scheduled and cooperate with other contractors. Owner shall have the right to make changes to the Construction Schedule, at Owner's sole and absolute discretion, and Contractor shall comply with such changes. Contractor shall not be entitled to any additional compensation for schedule changes.

5.4 Force Majeure. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes (as described below) not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in the Construction Schedule. Contractor's entitlement to an adjustment of the Construction Schedule is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the current Construction Schedule. Adjustment to the Construction Schedule shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Subsection 5.4. Causes of delay, disruption, or interference that may give rise to such an adjustment under this Subsection include: (a) severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes; (b) abnormal weather conditions; (c) acts or failures to act of utility providers (other than those performing other work at or adjacent to the Project Site by arrangement with the Owner); and, (d) acts of war or terrorism. Contractor must submit a change proposal to Owner seeking an adjustment in the Construction Schedule under this Subsection within fourteen (14) days of the commencement of the delay, disruption, or interference.

5.5 Contractor Delay. Contractor shall not be entitled to any adjustment in Contract Price or the Construction Schedule for delay, disruption, or interference attributable to or within the control of Contractor or Contractor's employees, agents, and all third parties furnishing labor or materials in connection with the Work, regardless of whether the delay, disruption, or interference is concurrent with that of others.

6. SAFETY.

6.1 Contractor Responsibility for Safety. Contractor shall, at its own expense, be solely responsible for protecting its employees, subcontractors, material suppliers and all other persons from risk of death, injury or bodily harm arising from, or in any way related to, the Work or the Project Site, and ensuring full compliance with all government safety and Occupational Safety and Health Administration (OSHA) rules and regulations. Contractor shall have an ongoing safety program and conduct inspections to ensure that safe working conditions and equipment exist and safe practices are observed. Contractor shall have a competent person on the Project Site at all times in charge of Contractor's safety program. UNDER NO CIRCUMSTANCES SHALL THE ACTIONS OF OWNER IN REQUIRING IMPLEMENTATION OF A SAFETY PROGRAM BE CONSTRUED AS OWNER HAVING CONTROL OVER CONTRACTOR'S SAFETY PROGRAM. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONTENT AND IMPLEMENTATION OF ITS SAFETY PROGRAM WHICH SHALL MEET OR EXCEED APPLICABLE LEGAL STANDARDS. CONTRACTOR AGREES THAT OWNER HAS NO RESPONSIBILITY OR LIABILITY FOR THE PHYSICAL CONDITION OR SAFETY OF THE PROJECT SITE. Contractor shall immediately notify Owner's construction supervisors and any safety contractor of any unsafe conditions or practices observed on the Project Site and promptly send Owner a written notice if the condition or practice is not immediately remedied. Further, Contractor shall immediately notify in writing Owner and Contractor's insurer of any accidents or injuries on the Project Site related or in any way connected to the Work. Contractor shall prohibit and prevent the presence on the Project Site of persons under age eighteen (18) and all persons not involved in the Work.



6.2 Safety Laws. Contractor shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including but not limited to federal and state OSHA regulations ("Safety Law"). In addition to its obligations under Section 10 of this Agreement, Contractor shall immediately pay all fines or penalties assessed upon Contractor or Owner relating to the Work for any violation of, or noncompliance with, the Safety Law, and shall, to the fullest extent permitted by law, **INDEMNIFY, DEFEND, and HOLD OWNER HARMLESS** from and against any and all claims, demands, liability, losses, costs, damages or expenses including attorneys' fees and costs incurred, lawsuits, actions, causes of action, citations or work stoppages, or other litigation of every kind and character in any way incident to, in connection with, or arising out of any alleged violation or noncompliance by Contractor, or its agent, employee, or subcontractor of any individual or entity acting on behalf of or at the direction of Contractor, of the Safety Law, or safety citation, regardless of any alleged fault of Owner. Contractor's indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of Owner, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any of Contractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier, or their respective employees. Notwithstanding the foregoing, any indemnification under this Subsection subject to FLA. STAT. 725.06, or similar law, shall be limited to three (3) times the value of the Agreement or one (1) million dollars per occurrence, whichever is greater. Any project specifications or bid documents issued to Contractor by Owner after the execution of the Agreement shall be deemed to include this monetary indemnity limitation. Contractor shall provide Owner with written verification of compliance with Hazard Communication Standard, 29 C.F.R. §1926.59 et seq., and, if required by law, provide written notice to Owner of the contact person responsible for Contractor's safety compliance.

6.3 Hazardous Materials. Contractor shall not permit any Hazardous Substances, defined below, to be brought onto or stored at any job site or used in the construction of the Work, except for commonly used construction materials, provided however, that all such material shall be handled in full compliance with all laws, ordinances and regulations. All notices required to be given with respect to such products shall be given by Contractor. Contractor shall not release or dispose, nor allow any other person to release or dispose, of Hazardous Substances or waste at any job site or into the soil, drains, surface or ground water, or air. "Hazardous Substance" means any substance or material which any state, federal or local governmental authority determines or designates as capable of posing a risk of injury to health, safety, property or the environment.

6.4 No Alcohol or Drugs. Contractor shall prohibit and prevent the presence or use of alcohol or drugs by its employees, agents, subcontractors or suppliers at the Project Site, or performance of the Work by any person under the influence of alcohol or drugs. "Drugs" shall include any substance, whether or not illegal, which upon exposure, ingestion, inhalation, injection or by any other introduction, may impair one's ability to safely perform the Work.

7. CONTRACTOR'S WARRANTIES.

7.1 Against Defective Work. For the longer of ten (10) years or the period of any applicable statute of limitation or repose, Contractor unconditionally warrants to Owner, its parent, subsidiary or affiliate entities, or successors and assigns, that all Work shall: (a) conform to and comply with the Contract Documents and this Agreement (including any Change Orders), including but not limited to the standards referenced in Section 4; (b) be free from any defects or deficiencies in workmanship or materials; (c) and, comply with the requirements of all applicable governing authorities, laws, regulations, ordinances, and any applicable standards. If requested by Owner, Contractor shall provide evidence of the kind and quality of any materials and products used in the Work. All Work not conforming to these standards and requirements shall be considered to be defective. All materials incorporated into the Work shall be new, of the best quality within the material's description in the Contract Documents (in accordance with the customs and standards of the trade), fit for its intended, particular purpose, and free from defects.

7.2 Warranty Services. Contractor shall be liable to make good or promptly repair or replace any and all Work not complying with the standards set forth in this Agreement at its own expense ("Warranty Services"). The performance or fulfillment of any warranty repair or replacement responsibilities by Owner or any other third party will not affect, minimize, waive, or in any way obviate Contractor's warranty or indemnity obligations hereunder, nor shall it affect Owner's right to require Contractor to perform any warranty services thereafter. If Warranty Services are required on, or will substantially affect, any property with a dwelling inhabited by a customer of Owner, Contractor will endeavor to coordinate any Warranty Services with Owner and any affected customer. Contractor shall perform background checks and ensure only suitable persons perform warranty or repair work after house or other dwelling is occupied.

7.3 Repair by Owner Does Not Waive Warranty. The performance or fulfillment of any warranty repair responsibilities of Contractor by Owner or any other third party will not affect, minimize, or in any way obviate Contractor's warranty or indemnity obligations hereunder, nor shall it affect Owner's right to require Contractor to perform Warranty Services thereafter.



7.4 Transfer of Manufacturers' Warranties. Contractor shall furnish, transfer and assign all warranties, relevant product information, and guarantees by manufacturers on components of the Work, including any appliances or equipment, and shall furnish all certificates required by any third parties (such as any municipality). These warranties, guarantees, and certificates are in addition to all other warranties or obligations of Contractor provided by law or otherwise and shall not limit or reduce any applicable statutes of limitation.

7.5 Transfer of Title and Ownership to Work and Other Documents. Contractor warrants and hereby transfers title to all Work, including, but not limited to all materials, products, samples, as-built drawings and shop drawings, to Owner, either upon incorporation in the construction or upon receipt of payment by Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances. To the extent subject to copyright law, all Work shall be considered a "work made for hire." Upon request of Owner, Contractor shall also provide any other documents necessary to transfer any and all ownership rights to the Work to Owner, including, but not limited to any copyright rights.

8. LIENS AND RETAINAGE.

8.1 Contractor's Lien Waivers. To the extent permitted by law, as a condition precedent to payment for any portion or all of the Work, Contractor shall submit to Owner with any Payment Request, a validly executed waiver and release, in a form acceptable to Owner and pursuant to applicable law, waiving and releasing all claims, liens, lien rights, and all other similar claims related to all of the Work performed. Contractor shall list all persons who are authorized to sign Contractor's waivers and releases referenced in this Subsection 8.1 and Subsections 3.3 and 3.5 (the "Schedule of Authorized Personnel for Waivers and Releases"), in Exhibit F, attached hereto. Contractor warrants and represents that each person listed in the Schedule of Authorized Personnel for Waivers and Releases is duly authorized and has the requisite legal capacity to execute any and all such waivers and releases on Contractor's behalf, and that such authority may not be revoked by Contractor without a formal amendment to the schedule. In addition, if subcontractors, materialmen, or any other third-party performs any portion of the Work for which Contractor seeks payment in any Payment Request, Contractor shall also submit with the Payment Request, as a condition precedent to payment for any portion or all of the Work, a validly executed waiver and release, in a form acceptable to Owner and pursuant to applicable law, wherein any and all such subcontractors, materialmen, and any other person or entity having lien rights shall acknowledge receipt of all sums due for all prior work performed and waive and release any liens, lien rights and all other similar claims relating to the work performed.

8.2 Retainage. For as long as allowed by applicable law and this Agreement, in the sole discretion of Owner, a ten percent (10%) retainage shall be withheld from payments owed Contractor by Owner for all Work in progress.

8.3 Lien Claim Indemnity. If any liens, affidavits of claim, stop payment notices, or lis pendens arising out of the Work are filed or provided to Owner, Contractor agrees that Owner shall be entitled to withhold all further payments to Contractor until Contractor causes such liens, affidavits of claim, stop payment notices, or lis pendens to be removed and released of record. In addition to its obligations under Section 10 of this Agreement, Contractor shall, to the fullest extent permitted by law, **INDEMNIFY, DEFEND, and HOLD OWNER HARMLESS** from any loss, expense, including legal fees and disbursements, damage or injury caused or occasioned, directly or indirectly, by any such liens, affidavits of claim, stop payment notices, or lis pendens, and further agrees immediately upon Owners' request to: (a) procure a bond to indemnify Owner and any purchaser of property including the Work, in an amount sufficient to discharge any and all liens, affidavits of claim, stop payment notices, or lis pendens; or, (b) pay to Owner all monies, including any additional amount necessary to cover all attorneys' fees, expenses and court costs paid by Owner or any home purchaser in discharging the liens, affidavits of claim, stop payment notices, or lis pendens whichever remedy Owner elects in its sole and absolute discretion. This Section shall be in addition to any rights Owner has under applicable law with respect to such liens, affidavits of claim, stop payment notices, or lis pendens. Contractor's indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of Owner, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any of Contractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier, or their respective employees. Notwithstanding the foregoing, indemnification under this Subsection subject to FLA. STAT. 725.06, or similar law, shall be limited to three (3) times the value of the Agreement or one (1) million dollars per occurrence, whichever is greater. Any project specifications or bid documents issued to Contractor by Owner after the execution of the Agreement shall be deemed to include this monetary indemnity limitation.

9. BONDS.

9.1 Generally. When required by this Agreement (as indicated in Subsections 9.2 and 9.3 below), Contractor shall furnish Owner with either a payment or performance bond, or both, issued by a surety acceptable to Owner. Any payment or performance bond shall be in the form acceptable to Owner unless Owner, in its sole discretion, agrees in advance, in writing, to another form and shall remain in effect and enforceable (without default, failure or insolvency of the surety) to satisfy all obligations and responsibilities



of Contractor relating to the performance of its work. No change, alteration of, modification to or deviation from the Agreement shall release or exonerate, in whole or in part, any surety issuing a payment or performance bond, or both, and no notice is required to be given to such surety of any change, alteration, modification, or deviation.

9.2 Payment Bond. Contractor is (CHECK ONE): **REQUIRED**; or, **NOT REQUIRED**, to provide and maintain a payment bond under this Agreement in the full amount of the Contract Price to guaranty and ensure Contractor's payment to all subcontractors, materialmen, and laborers who have performed the Work should Contractor default. If the Contract Price increases per Change Orders during the course of Contractor's Work, Contractor is required to increase the amount of the payment bond accordingly. If neither box is checked in this Subsection, no payment bond is required.

9.3. Performance Bond. Contractor is (CHECK ONE): **REQUIRED**; or, **NOT REQUIRED**, to provide and maintain a performance bond under this Agreement to guaranty satisfactory performance of all duties specified in the Agreement by Contractor, including but not limited to Contractor's obligation to complete the Work pursuant to Section 4 of this Agreement. If neither box is checked in this Subsection, no performance bond is required.

10. INDEMNITY.

10.1 GENERALLY. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD OWNER AND OWNER'S OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, (INDIVIDUALLY OR COLLECTIVELY "INDEMNITEE"), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS OR OTHER LITIGATION, ACTIONS, CAUSES OF ACTION, OR OTHER LIABILITIES, OF EVERY KIND AND CHARACTER (INCLUDING ALL COSTS THEREOF, ATTORNEYS' FEES AND INTEREST), WHETHER ASSERTED BY A PURCHASER OR OWNER, CONTRACTOR, OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO PERSONNEL FURNISHED BY CONTRACTOR, ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER), ON ACCOUNT OF BODILY OR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF TANGIBLE OR INTANGIBLE PROPERTY INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH: (a) A BREACH OF ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR OTHER OBLIGATIONS OF CONTRACTOR SET FORTH IN THIS AGREEMENT; (b) THE WORK, AS DEFINED IN SECTION 1, INCLUDING BUT NOT LIMITED TO WORK PERFORMED OR TO BE PERFORMED OR MATERIAL SUPPLIED BY CONTRACTOR OR BY CONTRACTOR'S CONTRACTORS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, MATERIALMEN, OR AGENTS OF ANY TIER, OR THEIR RESPECTIVE EMPLOYEES; (c) ANY NEGLIGENT ACT, OMISSION, OR DEFAULT, OR ANY STRICT LIABILITY, OF INDEMNITEE, RELATED IN ANY WAY TO THE WORK, PROVIDED HOWEVER THAT SUCH INDEMNIFICATION SHALL NOT INCLUDE CLAIMS OF, OR DAMAGES RESULTING FROM, GROSS NEGLIGENCE, OR WILLFUL, WANTON OR INTENTIONAL MISCONDUCT OF INDEMNITEE, OR FOR STATUTORY VIOLATION OR PUNITIVE DAMAGES EXCEPT TO THE EXTENT THE STATUTORY VIOLATION OR PUNITIVE DAMAGES ARE CAUSED BY OR RESULT FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR ANY OF CONTRACTOR'S CONTRACTORS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, MATERIALMEN, OR AGENTS OF ANY TIER, OR THEIR RESPECTIVE EMPLOYEES; OR (d) ANY NEGLIGENT OR INTENTIONAL ACT, OMISSION, OR DEFAULT, OR ANY STRICT LIABILITY, OF CONTRACTOR OR ANY OF CONTRACTOR'S CONTRACTORS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, MATERIALMEN, OR AGENTS OF ANY TIER, OR THEIR RESPECTIVE EMPLOYEES. CONTRACTOR'S DUTY TO DEFEND IS A SEPARATE, DISTINCT, AND INDEPENDENT OBLIGATION FROM ITS DUTY TO INDEMNIFY AND IS TRIGGERED IMMEDIATELY WHEN ANY CLAIM, DEMAND, OR OTHER ASSERTION OF LIABILITY IS MADE AGAINST INDEMNITEE WHICH POTENTIALLY OR ARGUABLY IS SUBJECT TO CONTRACTOR'S DUTY TO INDEMNIFY, REGARDLESS OF CONTRACTOR'S ULTIMATE LIABILITY FOR INDEMNITY. CONTRACTOR MUST DEFEND INDEMNITEE EVEN WHERE THE ALLEGATIONS AGAINST INDEMNITEE ARE AMBIGUOUS OR INCOMPLETE WITH RESPECT TO THE ISSUE OF CONTRACTOR'S DUTY TO INDEMNIFY. THE DEFENSE DUTY IS TRIGGERED BY ALLEGATIONS IN A LAWSUIT OR OTHER SIMILAR ACTION, REGARDLESS OF WHETHER THEY ARE GROUNDLESS, FALSE OR FRAUDULENT, OR ALTERNATIVELY BY ANY FACTS (EXTRINSIC TO THE ALLEGATIONS) NOT PLED, OR NOT PLED WITH SPECIFICITY, BY THE CLAIMANT. ONCE THE DUTY TO DEFEND IS TRIGGERED, CONTRACTOR IS OBLIGATED TO DEFEND THE ENTIRE ACTION, LAWSUIT, ARBITRATION, OR OTHER LITIGATION, INCLUDING ANY CLAIMS THEREIN NOT SUBJECT TO INDEMNITY BY CONTRACTOR. NOTWITHSTANDING THE FOREGOING, ANY INDEMNIFICATION UNDER THIS AGREEMENT SUBJECT TO FLA. STAT. 725.06, OR SIMILAR LAW, SHALL BE LIMITED TO THREE (3) TIMES THE VALUE OF THE AGREEMENT OR ONE (1) MILLION DOLLARS PER OCCURRENCE, WHICHEVER IS GREATER. ANY PROJECT SPECIFICATIONS OR BID DOCUMENTS ISSUED TO CONTRACTOR BY INDEMNITEE AFTER THE EXECUTION OF THE AGREEMENT SHALL BE DEEMED TO INCLUDE THIS MONETARY INDEMNITY LIMITATION. CONTRACTOR AGREES THAT ITS OBLIGATIONS SHALL



NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. PAYMENT FOR THE WORK IS NOT A CONDITION PRECEDENT TO CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION 10.

10.2 INDEMNITY NOT EXCLUSIVE REMEDY. ANY PAYMENTS BY CONTRACTOR UNDER SECTION 10 TO OR ON BEHALF OF THE INDEMNITEE SHALL BE IN ADDITION TO ALL OTHER LEGAL REMEDIES AVAILABLE TO THE INDEMNITEE AND SHALL NOT BE CONSIDERED THE INDEMNITEE'S EXCLUSIVE REMEDY. INDEMNITEE SHALL HAVE THE RIGHT, IF IT SO CHOOSES IN ITS ABSOLUTE DISCRETION, TO DEFEND ALL CLAIMS WHICH MAY BE ASSERTED, AND CONTRACTOR SHALL REIMBURSE INDEMNITEE FOR ALL EXPENDITURES THAT OWNER MAY INCUR ON ACCOUNT OF THE CLAIM.

10.3 NO BAILMENT. CONTRACTOR AND ITS EMPLOYEES, PERSONNEL, AGENTS, SUPPLIERS, AND SUBCONTRACTORS, OF ANY TIER, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES, SHALL BE SOLELY RESPONSIBLE FOR THEIR RESPECTIVE TOOLS, MATERIALS, AND EQUIPMENT, AND HEREBY WAIVE ANY RIGHT OF RECOVERY AGAINST INDEMNITEE WITH RESPECT TO: (a) ANY LOSS OF SUCH TOOLS, MATERIALS, OR EQUIPMENT; OR, (b) ANY DAMAGE TO SUCH TOOLS, MATERIALS, OR EQUIPMENT.

10.4 Subcontractors and Suppliers Indemnity Obligations. Contractor shall require each of its subcontractors to agree to indemnify Indemnitee to the same extent that Contractor is required to indemnify Indemnitee in this Agreement. Before a subcontractor begins its Work, Contractor shall obtain a signed agreement from that subcontractor indemnifying Indemnitee to the extent required and provide that agreement and evidence of satisfactory insurance to Owner. In addition, to the extent permitted by law, Contractor shall require that each supplier or subcontractor indemnify Indemnitee from all losses arising from any materials or labor incorporated into the Work. Contractor shall require subcontractors and material suppliers to agree to submit to the ADR terms set forth in Section 13 of this Agreement. For all purposes, including the purposes of this Agreement, Contractor shall be fully responsible for all of the acts and omissions of any subcontractor or supplier who performs any part of the Work, and all obligations of Contractor under this Agreement shall be deemed also to be the obligation of the subcontractors or suppliers to Owner, for which Contractor shall be fully responsible to Owner.

11. INSURANCE.

11.1 General Requirements Applicable to All Required Insurance. Prior to commencing any Work under this Agreement, and until expiration of the periods set out below, Contractor shall maintain at its expense such insurance as will protect Contractor and Owner from claims and liabilities that may arise out of Contractor's operations under this Agreement, whether such operations are performed by Contractor or its subcontractors or suppliers, or any other person involved in performing Contractor's obligations under this Agreement. All policies of insurance provided and maintained by Contractor pursuant to the Agreement shall provide for a waiver of subrogation in favor of Owner, all affiliates and subsidiaries of Owner, and their respective affiliates, officers, directors, and employees (collectively "**Forestar**") for damages to the extent covered by such policies. All policies provided and maintained pursuant to this Agreement shall indicate that coverage applies in the state where the Work is being performed; and are written by an insurer licensed to do business in the jurisdiction of the Work with a minimum financial strength rating of A and a financial size rating of VII as determined by A.M. Best with insurance companies acceptable to Owner in its sole and absolute discretion. The amounts and types of insurance required by this Agreement are the minimums required by Owner and shall not be substituted for an independent determination by Contractor of the amounts and other types of insurance that Contractor determines to be reasonably necessary to protect itself, the Work, and its obligations under this Agreement. In the event that Contractor obtains insurance coverage that is broader than the minimums required by this Agreement, this Agreement shall be deemed to require the broader coverage, including but not limited to any greater limits and any excess or umbrella coverages. Coverage obtained by Contractor with Forestar as an additional insured shall cover Forestar's vicarious liability and Forestar's liability imposed by warranty, arising out of the acts or omissions of Contractor, and shall be primary, with any insurance of Forestar being excess coverage. Insurance coverages required by this Agreement shall contain unqualified provisions to the effect that the policy shall: (a) not be subject to cancellation, non-renewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Owner; (b) be carried continuously or provide coverage from the date of commencement of the Work until expiration of any applicable warranty period, statute of limitation, or statute of repose, whichever is longer, for the filing or asserting of claims, lawsuits or other actions arising out of or relating to the Work. Contractor shall immediately notify Owner in writing of any incident, occurrence, injury, or situation related in any way with the Work which may give rise to any claim or loss under any of the insurance coverages required by this Section 11.

11.2 Commercial General Liability. Contractor shall maintain Commercial General Liability Insurance on an Occurrence Form (the "**CGL Policy**"), with a minimum per occurrence limit of no less than One Million Dollars (\$1,000,000.00), and a minimum general aggregate limit of no less than Two Million Dollars (\$2,000,000.00) and a minimum products-completed operations aggregate



of Two Million Dollars (\$2,000,000.00). The CGL Policy general aggregate limit shall apply separately to Contractor's Work under this Agreement, and shall protect against bodily injury, property damage, and personal injury claims arising from the exposures of: premises-operations; products-completed operations, including materials designed, furnished, and/or modified in any way by Contractor; independent subcontractors; contractual liability covering the indemnity obligations set forth in this Agreement; and where applicable, property damage resulting from explosion, collapse, or underground (x, c, u) exposures. To the fullest extent permitted by law, Contractor's obligations specifically include, but are not limited to, obtaining, maintaining and paying for such general liability insurance coverage and endorsements as will insure the provisions of Section 10 of this Agreement and any coverage for the Indemnitee's vicarious liability and liability imposed by warranty arising out of the acts or omissions of Contractor. The CGL Policy shall not exclude from coverage the type, nature, or volume of the Work or limit the type of structure or number of units on which the Work is to be performed. The CGL Policy shall not contain a deductible or self-insured retention of more than Twenty Five Thousand Dollars (\$25,000.00), and shall allow the satisfaction of any and all deductible or self-insured retention through payments made by any third party, including but not limited to Owner or any additional insured, co-insureds, co-insurers, or insureds other than the primary or first named insured. Contractor shall continuously maintain its CGL Policy covering products-completed operations for any applicable warranty period, statute of limitation, or statute of repose, whichever is longer, for the filing or asserting of claims, lawsuits or other actions arising out of or relating to the Work. To the fullest extent permitted by law, Contractor shall add Forestar as Additional Insureds, specifically identifying Forestar, on the CGL Policy covering both ongoing operations and completed operations using endorsement form CG 20 10 11 85 or, if unavailable, both forms CG 20 10 10 01 and CG 20 37 10 01, or endorsement forms providing equivalent coverage.

11.3 Workers Compensation and Employers Liability Insurance. Contractor shall maintain Workers Compensation Insurance that provides statutory benefits and coverage imposed by applicable state or federal law for Contractor's personnel, employees or agents and Contractor shall satisfy all Workers Compensation obligations imposed by law and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each accident for bodily injury, One Million Dollars (\$1,000,000.00) for bodily injury by disease, and One Million-Dollars (\$1,000,000.00) for each employee for bodily injury by disease. The Workers Compensation and Employers Liability Policy shall not be subject to cancellation, non-renewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Owner. Contractor further shall provide written notification to all of its present and future employees of Contractor's Workers Compensation Insurance.

11.4 Business Automobile Insurance. Contractor shall maintain Business Automobile Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident, specifying "all autos" coverage or "all owned, leased, hired or non-owned autos." The Business Automobile Liability Policy shall not be subject to cancellation, non-renewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Owner. Owner shall be included as an Additional insured on the Business Automobile Liability Policy.

11.5 Professional Liability Insurance. If Contractor's Work includes design or engineering services, Contractor shall maintain Contractor's Professional Liability Insurance or Professional Liability Insurance for Architects, Engineers, Surveyors, and other Professional Service Organizations, that provides a per claim limit of no less than One Million Dollars (\$1,000,000.00) and an aggregate of no less than One Million Dollars (\$1,000,000.00) protecting against faulty design and faulty professional judgment. The policy obtained to satisfy this requirement shall not be subject to cancellation, non-renewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Owner.

11.6 Umbrella Liability Insurance. Contractor shall purchase and maintain umbrella liability coverage of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate which follows form. Such insurance shall be excess of the CGL Policy, business auto liability insurance, and employers liability insurance required in this Section 11. Contractor shall be included as an additional insured under this policy with coverage equivalent to the CGL Policy coverage required by Subsection 11.2 of this Agreement. This insurance shall apply as primary insurance with respect to any other coverage available to Owner, whether on a primary, excess or contingent basis.

11.7 Proof of Insured Status. Prior to commencing the Work, Contractor shall provide evidence that all required insurance is in full force by furnishing Owner with a Certificate of Insurance signed by a duly authorized representative of the insurers and showing compliance with the insurance requirements set out above, including endorsements adding Forestar as Additional Insured and waivers of subrogation. Alternatively, Owner reserves the right to request portions of policies (including but not limited to declarations pages and endorsements) or certified copies of the required policies. Contractor shall not be relieved of any indemnification obligation under this Agreement, including, but not limited to, those undertaken in Section 10 of this Agreement, by securing insurance coverage in accordance with Owner's insurance requirements or by Owner's approval of certificates of insurance or policies. Any acceptance of insurance coverage by Owner shall not be construed as accepting in any way deficiencies in the insurance.

11.8 Non-Compliance of Insurance Requirements. NOTWITHSTANDING THE FOREGOING, IF CONTRACTOR FAILS TO PROVIDE AND MAINTAIN THE INSURANCE REQUIRED BY THIS AGREEMENT, IN ADDITION TO ALL



OTHER REMEDIES, OWNER, AT ITS SOLE OPTION, SHALL BE ENTITLED TO: (a) REDUCE THE AMOUNT DUE CONTRACTOR BY THE AMOUNT (ESTABLISHED BY OWNER BY OWNER POLICY WITH RESPECT TO PARTICULAR TRADE CATEGORIES IN ITS SOLE AND ABSOLUTE DISCRETION IN EFFECT AT THE TIME WORK IS PERFORMED) TO COMPENSATE OWNER REASONABLY FOR ANY ADDITIONAL COSTS OF ITS WORKERS COMPENSATION AND GENERAL LIABILITY INSURANCE PREMIUMS AND OWNER'S INCREASED RISKS AND ADMINISTRATIVE COSTS ASSOCIATED WITH DOING BUSINESS WITH AN UNINSURED CONTRACTOR. THIS WITHHOLDING IS NOT PAYMENT FOR INSURANCE AND OWNER IS IN NO WAY AN INSURER OF CONTRACTOR, OR ITS EMPLOYEES OR SUBCONTRACTORS. CONTRACTOR REMAINS OBLIGATED TO PROVIDE INSURANCE FOR CONTRACTOR AND ITS EMPLOYEES UNDER THIS AGREEMENT AND THE AMOUNT WITHHELD MAY EXCEED THE ACTUAL COSTS INCURRED BY OWNER; (b) ACCEPT FROM CONTRACTOR A WAIVER OF INSURANCE TO THE EXTENT PERMITTED AND MADE IN ACCORDANCE WITH THE REQUIREMENTS OF ANY APPLICABLE STATUTES OR REGULATIONS; OR, (c) WITHHOLD ALL OF AMOUNTS OWED CONTRACTOR UNTIL IT CURES ANY AND ALL BREACHES OF THIS SECTION 11, SUCH CURE PERIOD TO BE NO LESS THAN FIFTEEN (15) DAYS BUT NO MORE THAN SIXTY (60) DAYS. Owner may elect one or several of the foregoing options in the event of Contractor's failure to comply with this Section 11. If Owner elects to withhold sums owed Contractor under this Agreement pursuant to Subsection 11.8(c), and Contractor fails to cure within the stated cure period, Owner may terminate this Agreement for cause (and, at Owner's sole option, Owner may require Contractor to assign some or all of its subcontracts to Owner or another contractor to finish the Work).

11.9 Subcontractor and Supplier Insurance Obligations. If Contractor subcontracts any of the Work, Contractor warrants and guarantees that each subcontractor shall carry the same insurance required to be carried by Contractor in this Section 11, and that each subcontractor shall name Forestar as an additional insured on the required liability policy or policies to the same extent that Contractor is required to do so. Further, Contractor shall require subcontractors and material suppliers to provide to Owner evidence of satisfactory insurance in accordance with the terms of this Agreement.

11.10 Subrogation. Contractor hereby waives, releases and discharges all claims and rights of recovery by subrogation or otherwise (including but not limited to claims relating to deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, insolvency of any insurer, limitations or exclusions of coverage) against Owner or any Indemnitee, and any of their consultants, subcontractors, agents, employees and representatives. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity: (a) would otherwise have a duty of indemnification, contractual or otherwise; (b) did not pay the insurance premium directly or indirectly; and, (c) whether or not such individual or entity has an insurable interest in the property damaged.

11.11 Failure to Obtain/Verify Evidence of Insurance or Bonds Not a Waiver. Any failure of Owner to obtain or verify evidence of any insurance or bonds required hereunder shall not be deemed a waiver of such requirements.

12. REMEDIES.

12.1 Owner's Remedies. If the Work is defective or incomplete, or if another contractor's work, or other property, is damaged by an act or omission of Contractor, or any of its employees, agents, suppliers, or subcontractors of any tier, or their respective employees or agents, Owner prior to Substantial Completion, Owner shall have the right to elect, at its sole, absolute discretion to: (a) notify Contractor, at which time Contractor shall promptly correct all or any portion of the Work designated by Owner, and replace or repair any other damaged work or property designated by Owner, at Contractor's expense, within twenty-four (24) hours of notice in an emergency (as determined by Owner in its sole discretion) and within forty-eight (48) hours of notice on a non-emergency basis; or (b) correct all or any portion of the Work and replace or repair all or any portion of the other damaged work or property, at which time Owner is entitled to retain any sums otherwise due Contractor under this Agreement and apply these sums against such costs to complete, repair, or replace, plus any related costs or damage including re-inspection fees, with any excess to be paid to Contractor. If such costs exceed the funds withheld, Contractor shall be fully responsible for the deficiency, together with any damages and costs, including costs of court and attorneys' fees incurred by Owner, and shall pay this amount to Owner immediately upon demand. Contractor shall provide Owner immediate verbal notice, followed by prompt written notice, when any repair or replacement under this Subsection 12.1 is complete. Such verbal and written notice is also required when any repair or replacement under this Subsection 12.1 cannot, within reason, be completed within the timeframe required, such notice to include a detailed explanation of the remedial work to be performed, the materials and labor required, and an estimate of when the repair or replacement will be complete. When any defective or incomplete Work has been repaired or replaced after Substantial Completion, Contractor agrees that any warranty period on such item, and any applicable statute of limitation and repose is extended, so as to begin running on the day of satisfactory completion of the repair or replacement.



12.2 Right to Withhold or Offset. In addition to the remedies in Subsection 12.1, Owner is authorized hereby to withhold payment otherwise due Contractor and offset that payment against any damages or expenses incurred by Owner, if: (a) Contractor does not make prompt and proper payments to its employees, agents, or subcontractors, or fails to pay for any labor, materials or equipment furnished to Contractor by third parties; (b) claims or liens are filed or made against the Project as a result of Contractor's acts or omissions; (c) in Owner's discretion, Owner reasonably believes that Contractor's Work is not progressing satisfactorily or that the Work cannot or may not be completed in accordance with the terms of this Agreement; (d) Contractor fails to perform, or to pay the costs and expenses of warranty service, any indemnity claim, taxes, or legal order owed by Contractor under this Agreement; (e) Contractor fails to timely provide the evidence of insurance required pursuant to this Agreement and Owner has not expressly waived that insurance requirement in writing; (f) Contractor fails to promptly pay any fines or penalties imposed against Owner or Contractor related directly or indirectly to the Work; (g) Contractor has not provided necessary or adequate tools, material, or equipment for, or cleaned up after, the Work; or (h) Contractor fails to comply with any other provision of this Agreement, or any agreement between Contractor and Owner's parent company, any subsidiary or affiliate. Without limiting the generality of the foregoing, Owner may offset from amounts owing to Contractor hereunder any amounts owing by Contractor to Owner's parent company, any subsidiary or affiliate, under any agreement between Contractor and any such entity.

12.3 Remedies Not Exclusive. The duties and obligations imposed by this Agreement, and rights and remedies available under this Agreement, shall be independent and cumulative so that no one of them is exclusive, and each is in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. The assertion by any party of any right or remedy shall not preclude the assertion by such party of any other rights or the seeking of any other remedies allowed.

12.4 Right to Attorneys' Fees and Expenses. Contractor shall pay any and all attorneys' fees and other expenses incurred by Owner in enforcing Contractor's obligations under this Agreement.

13 ALTERNATIVE DISPUTE RESOLUTION.

13.1 Disputes. Any and all disputes, whether existing now or arising in the future, related in any way to this Agreement, to the Work, or to any dispute that Owner or Contractor have with any third party related to the Work ("**Disputes**") shall be subject to Alternative Dispute Resolution (ADR). These Disputes shall include claims related to the construction or sale of any property incorporating the Work, including any claims asserting any alleged defects in the Work or any alleged representations or warranties, express or implied, relating to the property or improvements. Contractor shall incorporate all of Section 13 in its agreements with subcontractors and suppliers, requiring them to participate in the dispute resolution process described in to the same extent Contractor is required to participate.

13.2 Mediation. If a Dispute cannot be settled through negotiation, Owner and Contractor may agree in good faith to settle the Dispute by mediation. Cost of mediation shall be shared equally by the parties. Notwithstanding the foregoing, a party need not mediate before seeking other relief.

13.3 Arbitration. If the parties are unable to resolve any Dispute by agreement, regardless of the choice of law provision in Subsection 17.5, the Dispute shall be submitted to binding arbitration under the Federal Arbitration Act, 9 U.S.C. 1 et seq. ("**FAA**"). All demands for arbitration shall be made before the expiration of the applicable statutes of limitations or repose, except that any claim by Owner shall not accrue for purposes of any time limitation for claims until Owner has discovered the claim, or could have discovered it by reasonable diligence. The award rendered by the arbitrator(s) shall be final and binding. A petition to confirm, vacate, modify or correct an award may be filed in any court of competent jurisdiction, but the award may be vacated, modified or corrected only as permitted by the FAA.

13.4 Choice of Mediator and Arbitrator; Number of Arbitrators. Any mediation or arbitration shall be administered and conducted by a mediator or arbitrator(s) mutually agreeable to the parties. Three neutral arbitrators shall be appointed if the Dispute, or the aggregate amount of all Disputes against Owner, is for One Million Dollars (\$1,000,000.00) or more, but only one arbitrator shall be appointed if the Dispute is for less than One Million Dollars (\$1,000,000.00). If the Dispute or Disputes is to be decided by three arbitrators, then each party shall select a neutral arbitrator within fourteen (14) calendar days of the demand for arbitration is served and the two party-appointed arbitrators shall select a third neutral arbitrator within fourteen (14) calendar days after the two party-appointed arbitrators are selected. If Owner and Contractor cannot agree on the selection of an arbitrator, or if either Owner or Contractor does not appoint an arbitrator or the two party-appointed arbitrators do not select a third arbitrator within the specified time periods, then either Owner or Contractor may file an action with the appropriate court with proper venue and jurisdiction over the dispute to appoint an arbitrator. The AAA/ABA Code of Ethics for Arbitrators in Commercial Disputes (effective March 1, 2004) is applicable to all arbitrations. Any mediation or arbitration shall be conducted in the county where the Work is performed.



13.5 Rules. To the extent not in conflict with the FAA, any mediation and arbitration shall be conducted in accordance with Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA”) and shall follow settled law in rendering a decision, except that any mediation or arbitration shall be administered by the mediator or the arbitrator(s) and not by the AAA.

13.6 Consolidation and Joinder. Notwithstanding any provision in Section 13 to the contrary, Owner in its sole discretion may join Contractor in any litigation, mediation, or arbitration initiated by Owner, or against Owner by a third person, so that the rights of all parties (Owner, Contractor, subcontractor, or any third party) can be subject to resolution in a single forum in the same proceeding. Contractor shall be bound by any arbitration procedures and rules accepted by Owner. If multiple lawsuits or arbitrations are commenced, Owner in its sole discretion may consolidate them into a single proceeding. Notwithstanding any other provision of this Section 13, if Owner determines in its sole discretion that a subcontractor or material supplier of Contractor, or any other third party whose presence is required for a just adjudication of the Dispute, cannot be forced to mediate or arbitrate, Owner may elect unilaterally to waive mediation or arbitration and to litigate the Dispute in court with Contractor.

14. TERMINATION.

14.1 Termination by Owner. This Agreement shall remain in full force and effect until terminated by Owner by written notice to Contractor. Owner may terminate this Agreement at any time, whether or not Contractor is in default or breach of the Agreement. If the Agreement is terminated by Owner, notwithstanding any other agreement to the contrary, the sole amount due to Contractor shall be that due for all authorized Work performed and materials supplied before termination, subject to deductions and charges authorized by this Agreement.

14.2 Termination by Contractor. The only cause for which Contractor may terminate this Agreement is in response to a material breach of Owner’s payment obligations which has not been cured or resolved prior to the conclusion of the notice period required by this Subsection 14.2. Contractor cannot terminate this Agreement for convenience. If Contractor elects to terminate for cause, it shall: (a) provide one hundred twenty (120) days written notice to Owner, including therein a detailed itemization of Owner’s alleged breach of payment, before the effective date of any termination by Contractor; (b) perform fully under this Agreement during that notice period; (c) assign any and all requested subcontracts to Owner; and, (d) cooperate with Owner in transitioning the Project Site into the hands of another contractor to complete the Work, if there is one.

14.3 Survival. All obligations, duties and warranties by Contractor under this Agreement shall survive termination of this Agreement.

15. CONTRACTOR’S REPRESENTATIONS. Contractor represents to Owner that: (a) the person executing this Agreement on behalf of Contractor is duly authorized and has full power to execute and deliver this Agreement; (b) all corporate, partnership, or other action requisite for the due execution of this Agreement has been duly and effectively taken or shall be taken before the execution and delivery of this Agreement; (c) this Agreement is or will be (when executed) a binding obligations of Contractor, enforceable in accordance with its terms; (d) this Agreement and Contractor’s performance, does not and will not violate any provisions of Contractor’s constituent or organizational documents, or any contract, agreement, or governmental requirement to which Contractor is subject, and the same do not require the consent or approval of any governmental authority; (e) Contractor has, and each Contractor’s employees, agents or subcontractors shall have, the requisite skills, expertise, experience, licenses, and knowledge to perform the Work in compliance with this Agreement; (f) Contractor is in compliance with all governmental requirements to which it is subject; and, (g) Contractor has the financial ability and resources to perform the Work and all other obligations, duties, and covenants of Contractor under this Agreement.

16. OWNER’S REPRESENTATIONS. Owner represents to Contractor that: (a) the person executing this Agreement on behalf of Owner is duly authorized and has full power to execute and deliver this Agreement; (b) all corporate, partnership, or other action requisite for the due execution of this Agreement has been duly and effectively taken or shall be taken before the execution and delivery of this Agreement; (c) this Agreement is or will be (when executed) a binding obligations of Owner, enforceable in accordance with its terms; and, (d) this Agreement and Owner’s performance, does not and will not violate any provisions of Owner’s constituent or organizational documents, or any contract or agreement, to which Owner is subject.

17. GENERAL CONTRACT PROVISIONS.

17.1 Entire Agreement. This Agreement shall be the entire agreement between Owner and Contractor related to the Work, and shall be deemed, with regard to this Project only, to amend and supersede all prior Independent Contractor Agreements or other prior understandings or written or oral agreements, specifically including but not limited to all prior pre-printed standard contractor agreements (including attached exhibits) entered into between Owner and Contractor for the provision of goods or services, or both, by Contractor relating to the subject matter herein. Nothing in any subsequent agreement or document, unless a new Independent Contractor Agreement



for Land Development, Change Order, or other written modification of this Agreement, shall alter the terms set forth in this Agreement. With regard to the Work at the Project, in the event of any conflict between this Agreement and any other such documents, this Agreement shall be deemed to control and prevail. Except as otherwise provided in this Agreement, no amendment or supplement to this Agreement shall be valid or binding unless in writing and signed by both Owner and Contractor.

17.2 Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of it shall not affect the validity or enforceability of any other provision or portion.

17.3 Assignability. Contractors' rights, responsibilities, and obligations under this Agreement are not assignable or transferable without the express written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion. Any unauthorized attempted assignment shall be null and void at the exclusive election of Owner. This restriction includes, but is not limited to, the delegation or subcontracting of any Work or any amounts which may become due to Contractor as a result of the Work. Contractor shall remain fully liable under this Agreement regardless of any consent by Owner to any assignment or delegation of duties by Contractor, including but not limited to any work by a subcontractor. Contractor shall ensure that any and all subcontractors receive a copy of this Agreement and agree in writing to be fully responsible for all obligations of Contractor under this Agreement, including but not limited to the warranty, insurance, and indemnity provisions. Contractor shall also ensure that Owner is an intended third party beneficiary of any subcontractor agreement by including a specific provision to that effect. Contractor shall be responsible for enforcing any warranties given by its subcontractors, suppliers, or manufacturers. Nothing contained herein, however, shall create any contractual relationship between Owner and any subcontractor, nor create any obligation on the part of Owner to make payment of any sums to any subcontractor or materialman. Subject to the restrictions and prohibitions on assignment set forth in this Subsection 17.3, the terms of this Agreement shall be binding on Owner, Contractor, and their respective successors, representatives, heirs and assigns. Owner may freely assign this Agreement, in whole or in part.

17.4 Waiver. No act or conduct other than a specific, written waiver of a right shall be deemed a waiver by Owner. No delay or failure by Owner to exercise any right under this Agreement, and no partial or single exercise of that right, will waive that or any other right except by written agreement executed by Owner.

17.5 Choice of Law. This Agreement shall be governed by the law of the State of Florida.

18. CONFIDENTIALITY. Contractor shall treat all information obtained by Contractor relating to the Project to which the Work relates and all information and documents provided to Contractor by or on behalf of Owner as confidential and proprietary information of Owner, and shall not disclose or permit the release of any of that information to any third party, unless required by law or unless required to perform or subcontract any Work. Immediately upon request by Owner, Contractor shall return any and all confidential material or proprietary property or documents to Owner.

19. NOTICES. All notices required or permitted pursuant to this Agreement or otherwise shall be in writing and shall be delivered as follows: to Contractor at Contractor's business address as shown on page one (1) of this Agreement; to Owner, if related to a Dispute, through Owner's official Registered Agent for service of legal process in the State where the Work is performed at that Registered Agent's registered office and, if the notice is related to anything other than a Dispute, at Owner's business address shown on page one (1). Notices may be given by personal delivery, facsimile, commercial overnight delivery service, or ordinary mail and shall be deemed to be received: three (3) business days after deposit, postage prepaid, in the U.S. Mail when sent registered or certified mail, return receipt requested; the following day if sent timely by commercial overnight delivery service; and upon confirmation if sent by facsimile transmission or by personal delivery. Rejection, refusal to accept, or the inability to deliver because of changed address shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver. Notwithstanding the foregoing, notices and legal process which require certain methods of delivery or service as per the applicable AAA rules or law shall be delivered or served in accordance with such rules or law.

20. MISCELLANEOUS. Unless the context requires a contrary construction, the singular shall include the plural, and the plural the singular. Any reference to gender shall include the masculine, feminine, and neuter. All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of its sections or subsections.

FLORIDA VERSION (DECEMBER 9, 2016)



Exhibit A

Scope of Work





9625 Wes Kearney Way, Riverview, Florida 33578 – (813) 379-3830 Office

August 31, 2020

John Garrity
Forestar
4042 Park Oaks Blvd. Suite 200
Tampa, Florida 33610
johngarrity@forestar.com

RE: Ashberry Phase 2

John,

~~It is an honor to be allowed to provide you with a revised quotation on the above referenced project.~~
We have attached herewith our revised bid proposal for Ashberry Phase Subdivision based on the plans prepared by Clearview Land Design.

Thank you for your trust and confidence in The Kearney Companies. Please review our revised bid in its entirety including the attached conditions and feel free to contact me personally 24/7 on my cell (813) 230-2001 after your review in the event that you have any questions or require any clarifications.

Thanks again for the opportunity, and I look forward to hopefully working with you on this and many other future projects.

Sincere Regards,

A handwritten signature in blue ink, appearing to read "Bing", with a long, sweeping underline that extends to the right.

Bing Kearney
Mobile: 813-230-2001





EXHIBIT "A"
PROJECT: ASHBERRY VILLAGE PHASE 2

REVISED: 1-Sep-20
31-Aug-20

SUMMARY SHEET

SCHEDULE A	PHASE 2A		\$ <u>5,453,852.63</u>
	A1. EARTHWORK	\$ 2,328,701.34	
	A2. PAVING	\$ 782,091.48	
	A3. STORM	\$ 973,951.02	
	A4. SANITARY - GRAVITY	\$ 500,127.29	
	A5. SANITARY - FORCEMAIN	\$ 257,399.06	
	A6. WATER - POTABLE	\$ 349,128.03	
	A7. WATER - RECLAIMED	\$ 262,454.41	
SCHEDULE B	PHASE 2B		\$ <u>700,468.37</u>
	B1. EARTHWORK	\$ 113,244.10	
	B2. PAVING	\$ 183,252.00	
	B3. STORM	\$ 196,236.50	
	B4. SANITARY - GRAVITY	\$ 88,247.60	
	B5. WATER - POTABLE	\$ 119,488.17	

TOTAL ALL SCHEDULES : \$ 6,154,321.00 (A)

COST PER LOT (331) : \$ 18,593.11

The Kearney Companies, LLC

Frank L. Hansen
Director of Estimating

9625 Wes Kearney Way

Riverview, FL 33578

(813) 421-6601

Tony J Squitieri, Division President

(A) \$ 6,154,321.00 Onsite
 437,819.96 Offsite
\$ 6,592,140.96 / Total Contract
 [Signature]





EXHIBIT "B"

GENERAL CONDITIONS FOR
PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

1. The Owner/Engineer shall obtain and assume all costs and responsibility for the below which are specifically excluded from this proposal. In the event that the Owner would like for TKC to include any of the exclusions, please contact Bing Kearney at bing@thekearneycompanies.com. Bonds, geotechnical testing, fees, permits / inspection fees, horizontal and vertical control, preparing record drawings, CAMS (Capital Asset Management System), backfilling pond bottoms with two feet of sand, removal or disposal, adjustment/removal or location/relocation of existing utilities (utility poles, guy wires, pole holds and wire protectors/insulators) which may conflict with the proposed work, night work, proof rolling pond bottoms/slopes, Landscaping, irrigation, fencing, sinkhole responsibility, investigation or remediation, and NPDES requirements (with the exception of reporting and monitoring).
2. Plans prepared by Clearview Land Design, P.L., dated June 1, 2020 with the latest revision date of June 20, 2020.
3. We have not included any undercutting of lots/roadways (2.0') in order to change fine contents, soil composition, etc. in our proposal.
4. All imported fill (35% or less average fines) will be paid for weekly, with no retainage held (as the truckers require weekly payment). Invoices shall be submitted weekly with payment being made within seven days of submittal of the invoice. Payment will be made off of actual truck tickets delivered to site.
5. A bond can be provided upon request. At the completion of the Project, the bond cost will be modified for any increases or decreases based on the final construction Contract amount, including any change orders.
6. Substantial completion shall be defined as the date which the final asphalt is placed.
7. For the purpose of this proposal, we have assumed the pad elevation(s) is(are) 6" below finish floor elevation / at the design pad grade and have based our earthwork calculation on same to +/- 0.10'.
8. Future changes and revisions to the plans that differ from the bid set which are not defined and/or clouded may not be accounted for in our bid. An additional cost could be incurred for undefined and unclouded changes that are not specifically listed on the revision list. The owner is responsible to compensate TKC for all plan changes until close of contract
9. This proposal shall become null and void unless accepted within 90 days of this proposal.
10. TKC will hold prices for future phases not included in our contract only to substantial completion of the initial phase.
11. Any items not specifically listed within this proposal are excluded.
12. The contractor recognizes that the standards and specifications of the appropriate underlying governing authority may apply except where plans or specifications vary, in which the plans and specifications provided will apply.

Streets & Drainage	: F.D.O.T. Roadway and Traffic Design Standards, Pasco County
Sanitary	: Pasco County Public Utilities Department
Water	: Pasco County Water Department





EXHIBIT "A"

PROJECT: ASHBERRY - ROADWAY IMPROVEMENTS FOR STATE ROAD 56

10-Nov-20

SUMMARY SHEET

SCHEDULE A EARTHWORK	\$	<u>101,223.40</u>
SCHEDULE B PAVING	\$	<u>304,033.86</u>
SCHEDULE C STORM	\$	<u>32,562.70</u>

TOTAL ALL SCHEDULES : \$ 437,819.96

TOTAL DAYS TO SUBSTANTIAL COMPLETION : 50 DAYS

TOTAL DAYS TO FINAL COMPLETION : 80 DAYS

The Kearney Companies, LLC

Frank L. Hansen

Director of Estimating

9625 Wes Kearney Way

Riverview, FL 33578

(813) 421-6601





EXHIBIT "B"

GENERAL CONDITIONS FOR
PROJECT: ASHBERRY - ROADWAY IMPROVEMENTS FOR STATE ROAD 56

10-Nov-20

1. The Owner/Engineer shall obtain and assume all costs and responsibility for the below which are specifically excluded from this proposal. In the event that the Owner would like for TKC to include any of the exclusions, please contact Bing Kearney at bing@thekearneycompanies.com. Bonds, geotechnical testing, fees, permits / inspection fees, preparing record drawings, CAMS (Capital Asset Management System), removal or disposal, adjustment/removal or location/relocation of existing utilities (utility poles, guy wires, pole holds and wire protectors/insulators) which may conflict with the proposed work, night work, Landscaping, irrigation, and NPDES requirements (with the exception of reporting and monitoring).
2. Plans prepared by Lincks & Associates, Inc., dated June 22, 2020 with the latest revision date of October 12, 2020.
3. We have not included any undercutting of lots/roadways (2.0') in order to change fine contents, soil composition, etc. in our proposal.
4. All imported fill (35% or less average fines) will be paid for weekly, with no retainage held (as the truckers require weekly payment). Invoices shall be submitted weekly with payment being made within seven days of submittal of the invoice. Payment will be made off of actual truck tickets delivered to site.
5. A bond can be provided upon request. At the completion of the Project, the bond cost will be modified for any increases or decreases based on the final construction Contract amount, including any change orders.
6. Substantial completion shall be defined as the date which the final asphalt is placed.
7. For the purpose of this proposal, we have assumed the pad elevation(s) is(are) 6" below finish floor elevation / at the design pad grade and have based our earthwork calculation on same to +/- 0.10'.
8. Future changes and revisions to the plans that differ from the bid set which are not defined and/or clouded may not be accounted for in our bid. An additional cost could be incurred for undefined and unclouded changes that are not specifically listed on the revision list. The owner is responsible to compensate TKC for all plan changes until close of contract
9. This proposal shall become null and void unless accepted within 90 days of this proposal.
10. TKC will hold prices for future phases not included in our contract only to substantial completion of the initial phase.
11. Any items not specifically listed within this proposal are excluded.
12. The contractor recognizes that the standards and specifications of the appropriate underlying governing authority may apply except where plans or specifications vary, in which the plans and specifications provided will apply.

Streets & Drainage	: F.D.O.T. Roadway and Traffic Design Standards, Pasco County
Sanitary	: Pasco County Public Utilities Department
Water	: Pasco County Water Department



Exhibit B

Schedule of Values





EXHIBIT "A"
PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE A: PHASE 2A

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
				EARTHWORK TOTAL:	\$ 2,328,701.34
1.	GENERAL REQUIREMENTS	1	LS	\$ 156,179.46	\$ 156,179.46
2.	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	\$ 2,044.50	\$ 2,044.50
3.	<u>SILT FENCE</u>				
A.	INSTALLATION	11,660	LF	\$ 2.72	\$ 31,715.20
B.	MAINTENANCE	11,660	LF	\$ 0.21	\$ 2,448.60
C.	REMOVE AND DISPOSE OFFSITE	11,660	LF	\$ 0.11	\$ 1,282.60
4.	DISK SITE	1	LS	\$ 9,763.60	\$ 9,763.60
5.	CLEAR AND GRUB (BURN ONSITE)	1	LS	\$ 184,299.44	\$ 184,299.44
6.	STRIP TOPSOIL (6")	1	LS	\$ 85,687.56	\$ 85,687.56
7.	SITE EXCAVATION AND GRADING (PAD AT ___" BFF)	1	LS	\$ 65,706.38	\$ 65,706.38
8.	POND EXCAVATION AND GRADING	1	LS	\$ 382,055.53	\$ 382,055.53
9.	OFFSITE FILL (LOTS / ROADWAY / TRENCH BACKFILL) - PLACE AND COMPACT	83,390	CY	\$ 13.88	\$ 1,157,453.20
10.	<u>SOD - BAHIA</u>				
A.	POND SLOPES	18,306	SY	\$ 3.00	\$ 54,918.00
B.	SWALES	2,229	SY	\$ 3.00	\$ 6,687.00
C.	SOD BEHIND CURB	5,339	SY	\$ 3.00	\$ 16,017.00
D.	4:1 SLOPES	1,259	SY	\$ 3.00	\$ 3,777.00
11.	<u>SEED AND MULCH</u>				
A.	LOTS	150,200	SY	\$ 0.27	\$ 40,554.00
B.	OPEN AREAS	6,558	SY	\$ 0.27	\$ 1,770.66
C.	RIGHT OF WAY	15,115	SY	\$ 0.27	\$ 4,081.05
12.	LANDSCAPING AND IRRIGATION				BY OTHERS
13.	CONSTRUCTION TESTING				BY OTHERS
14.	CONSTRUCTION STAKING AND AS-BUILTS	1	LS	\$ 122,260.56	\$ 122,260.56
15.	PREPARING RECORD DRAWINGS				BY ENGINEER OF RECORD
16.	PREPARING CAMS (CAPITAL ASSET MANAGEMENT SYSTEM)				BY OTHERS
<u>CONTINGENCY (IF REQUIRED)</u>					
UNDER CUTTING ROADWAYS TO MAXIMUM IN ORDER					
1.	REMOVE CLAY TO BE STOCKPILED ONSITE AND BACKFILL WITH ONSITE MATERIAL PROVIDED BY OWNER OF LESS THAN 15% FINES (PASCO COUNTY REQUIREMENT)		SY	\$ 5.30	
UNDER CUTTING ROADWAYS TO REMOVE CLAY TO BE					
2.	STOCKPILED ONSITE AND BACKFILL WITH OFFSITE IMPORTED MATERIAL OF LESS THAN 15% FINES (PASCO COUNTY IMPORT REQUIREMENT)		SY	\$ 11.70	
3.	MIXER (12.0" DEEP) OR DISK		DAY	\$ 1,500.00	
4.	LIMESTONE EXCAVATION				TIME & MATERIAL
5.	PAYMENT AND PERFORMANCE BOND		LS	\$ 51,887.14	
6.	WARRANTY BOND		LS	\$ 11,720.57	

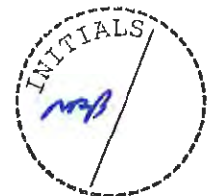




EXHIBIT "A"
PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE A: PHASE 2A

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
				PAVING TOTAL:	\$ 782,091.48
A2. PAVING					
1.	CONNECT TO EXISTING ASPHALT PAVEMENT	2	EA	\$ 755.93	\$ 1,511.86
2.	<u>RESIDENTIAL ROAD</u>				
	A. 1-1/2" ASPHALT, TYPE SP-9.5	19,294	SY	\$ 9.90	\$ 191,010.60
	B. 8" SOIL CEMENT (CEMENT ENHANCED LIMEROCK - 300 PSI)	19,294	SY	\$ 16.18	\$ 312,176.92
	C. 12" COMPACTED SUBGRADE (LBR 20) (98%)	19,294	SY	\$ 0.90	\$ 17,364.60
3.	2' VALLEY GUTTER (MIAMI)	13,009	LF	\$ 11.02	\$ 143,359.18
4.	TYPE "D" CURB	295	LF	\$ 16.73	\$ 4,935.35
5.	TYPE "F" CURB AND GUTTER	20	LF	\$ 69.04	\$ 1,380.80
6.	DROP CURB	466	LF	\$ 14.09	\$ 6,565.94
7.	CURB TRANSITION	180	LF	\$ 14.09	\$ 2,536.20
8.	6" STABILIZED SUBGRADE UNDER CURB (LBR40)	13,970	LF	\$ 1.50	\$ 20,955.00
9.	4" SIDEWALK (REINFORCED)	10,355	SF	\$ 4.07	\$ 42,144.85
10.	6" SIDEWALK (REINFORCED)	1,080	SF	\$ 5.18	\$ 5,594.40
11.	ADA RAMPS	8	EA	\$ 1,149.86	\$ 9,198.88
12.	DEAD END BARRICADE - INSTALL	3	EA	\$ 465.12	\$ 1,395.36
13.	DEAD END BARRICADE - REMOVE	1	EA	\$ 201.53	\$ 201.53
14.	SIGNAGE AND PAVEMENT MARKING	1	LS	\$ 19,606.10	\$ 19,606.10
15.	MAINTENANCE OF TRAFFIC	1	LS	\$ 2,153.91	\$ 2,153.91

ALTERNATE FOR TKC TO INCLUDE ALL REMOVAL AND REPLACEMENT OF BROKEN OR CRACKED CURB AFTER FINAL INSPECTION CAUSED BY HOME BUILDING OPERATIONS AND HOMEOWNER MOVE IN:

1.	CURB REMOVAL AND REPLACEMENT	1	LS	\$ 20,955.00	
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CONTINGENCY (ONLY IF REQUIRED)

1.	SOIL CEMENT COMPACTION TESTING (IF REQUIRED)		DAY	\$ 4,500.00	
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EXHIBIT "A"
PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE A: PHASE 2A

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
				STORM TOTAL:	\$ 973,951.02
A3. STORM					
1.	REMOVE EXISTING 36" RCP	150	LF	\$ 36.72	\$ 5,508.00
2.	REMOVE EXISTING 36" MES	2	EA	\$ 1,611.25	\$ 3,222.50
3.	15" CLASS III RCP	175	LF	\$ 33.31	\$ 5,829.25
4.	18" CLASS III RCP	1,294	LF	\$ 41.26	\$ 53,390.44
5.	24" CLASS III RCP	1,432	LF	\$ 55.74	\$ 79,819.68
6.	30" CLASS III RCP	934	LF	\$ 73.12	\$ 68,294.08
7.	36" CLASS III RCP	2,193	LF	\$ 98.51	\$ 216,032.43
8.	42" CLASS III RCP	526	LF	\$ 118.86	\$ 62,520.36
9.	29" X 45" CLASS III ERCP	192	LF	\$ 148.96	\$ 28,600.32
10.	DEWATERING OR STONE BEDDING	6,746	LF	\$ 7.92	\$ 53,428.32
11.	STORM SEWER INSPECTION	6,746	LF	\$ 6.46	\$ 43,579.16
12.	<u>RCP - ERCP FES</u>				
A.	30"	1	EA	\$ 2,399.21	\$ 2,399.21
B.	36"	2	EA	\$ 2,988.74	\$ 5,977.48
C.	42"	2	EA	\$ 3,599.37	\$ 7,198.74
13.	<u>RCP MES</u>				
A.	24"	1	EA	\$ 1,638.91	\$ 1,638.91
B.	30" WITHOUT GRATE	1	EA	\$ 2,766.94	\$ 2,766.94
C.	36" WITHOUT GRATE	3	EA	\$ 3,344.17	\$ 10,032.51
D.	42" WITHOUT GRATE	2	EA	\$ 3,973.47	\$ 7,946.94
14.	COFFER DAM	5	EA	\$ 849.93	\$ 4,249.65
15.	RIP-RAP	123	SY	\$ 94.82	\$ 11,662.86
16.	6" UNDERDRAIN (ROADSIDE - FDOT SAND) (18" X 21")	4,689	LF	\$ 11.92	\$ 55,892.88
17.	6" UNDERDRAIN CLEANOUT ASSEMBLY	31	EA	\$ 197.61	\$ 6,125.91
18.	YARD DRAIN	2	EA	\$ 1,444.09	\$ 2,888.18
19.	TYPE "1" CURB INLET	32	EA	\$ 3,999.11	\$ 127,971.52
20.	TYPE "1" CURB INLET WITH J-BOTTOM	3	EA	\$ 5,090.97	\$ 15,272.91
21.	TYPE "2" CURB INLET	9	EA	\$ 3,914.29	\$ 35,228.61
22.	INLET PROTECTION	46	EA	\$ 109.59	\$ 5,041.14
23.	TYPE "P" MANHOLE	4	EA	\$ 2,152.42	\$ 8,609.68
24.	TYPE "J" MANHOLE	4	EA	\$ 3,279.89	\$ 13,119.56
25.	TYPE "H" CONTROL STRUCTURE WITH F/G SKIMMER	5	EA	\$ 5,940.57	\$ 29,702.85





EXHIBIT "A"
PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE A: PHASE 2A

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
A4. SANITARY GRAVITY SEWER				SANITARY GRAVITY SEWER TOTAL: \$ 500,127.29	
1.	<u>8" SDR 26 PVC</u>				
	A. 0-6 FT	535	LF	\$ 16.84	\$ 9,009.40
	B. 6-8 FT	1,571	LF	\$ 18.31	\$ 28,765.01
	C. 8-10 FT	2,053	LF	\$ 20.30	\$ 41,675.90
	D. 10-12 FT	1,898	LF	\$ 21.56	\$ 40,920.88
	E. 12-14 FT	1,145	LF	\$ 24.93	\$ 28,544.85
	F. 14-16 FT	195	LF	\$ 30.23	\$ 5,894.85
2.	LOCATOR TAPE	7,397	LF	\$ 0.27	\$ 1,997.19
3.	DEWATERING OR STONE BEDDING (< 18FT)	7,397	LF	\$ 7.92	\$ 58,584.24
4.	EXFILTRATION/INFILTRATION TESTING	7,397	LF	\$ 1.31	\$ 9,690.07
5.	SANITARY SEWER INSPECTION	7,397	LF	\$ 2.54	\$ 18,788.38
6.	<u>4' SANITARY MANHOLE</u>				
	A. 0-6 FT	6	EA	\$ 2,502.63	\$ 15,015.78
	B. 6-8 FT	8	EA	\$ 2,838.17	\$ 22,705.36
	C. 8-10 FT	10	EA	\$ 3,198.12	\$ 31,981.20
	D. 10-12 FT	7	EA	\$ 3,574.87	\$ 25,024.09
	E. 12-14 FT	5	EA	\$ 3,966.41	\$ 19,832.05
	F. 14-16 FT	1	EA	\$ 4,387.37	\$ 4,387.37
7.	MANHOLE DROP CONNECTION - PASCO CO.	5.0	VF	\$ 449.58	\$ 2,247.90
8.	MANHOLE JOINT SEALANT	37	EA	\$ 657.88	\$ 24,341.56
9.	MANHOLE INFLOW PROTECTION - HDPE	37	EA	\$ 85.49	\$ 3,163.13
10.	SINGLE SERVICE	11	EA	\$ 656.53	\$ 7,221.83
11.	DOUBLE SERVICE	113	EA	\$ 861.40	\$ 97,338.20
12.	6" PLUG AND SERVICE MARKER	237	EA	\$ 12.65	\$ 2,998.05

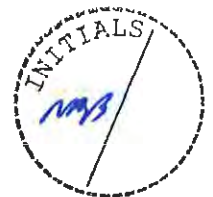




EXHIBIT "A"
PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE A: PHASE 2A

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
A5. SANITARY FORCEMAIN				SANITARY FORCEMAIN TOTAL:	\$ 257,399.06
1.	LIFT STATION (21.00 FT)	1	EA	\$ 233,856.79	\$ 233,856.79
2.	CONNECT TO EXISTING 6" MAIN	1	EA	\$ 2,207.21	\$ 2,207.21
3.	6" C900 DR 18 PVC	20	LF	\$ 11.53	\$ 230.60
4.	4" C900 DR 18 PVC	968	LF	\$ 8.72	\$ 8,440.96
5.	LOCATOR TAPE	988	LF	\$ 0.13	\$ 128.44
6.	LOCATOR WIRE	1,976	LF	\$ 0.43	\$ 849.68
7.	PRESSURE TEST	1	LS	\$ 3,000.37	\$ 3,000.37
8.	JOINT RESTRAINTS	1	LS	\$ 836.00	\$ 836.00
9.	4" PLUG VALVE AND BOX	1	EA	\$ 855.98	\$ 855.98
10.	6" 22-1/2° MJ BEND	2	EA	\$ 452.07	\$ 904.14
11.	4" 90° MJ BEND	3	EA	\$ 349.27	\$ 1,047.81
12.	4" 45° MJ BEND	2	EA	\$ 333.74	\$ 667.48
13.	4" 11-1/4° MJ BEND	1	EA	\$ 327.43	\$ 327.43
14.	6" X 4" MJ REDUCER	1	EA	\$ 417.89	\$ 417.89
15.	AIR RELEASE VALVE - AUTOMATIC	1	EA	\$ 3,628.28	\$ 3,628.28





EXHIBIT "A"
PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE A: PHASE 2A

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
A6. WATER - POTABLE				WATER - POTABLE TOTAL:	\$ 349,128.03
1.	CONNECT TO EXISTING 8" MAIN	2	EA	\$ 2,314.16	\$ 4,628.32
2.	TEMPORARY CONNECTION ASSEMBLY	1	EA	\$ 3,975.69	\$ 3,975.69
3.	8" C900 DR 18 PVC	7,368	LF	\$ 16.32	\$ 120,245.76
4.	6" C900 DR 18 PVC	288	LF	\$ 11.53	\$ 3,320.64
5.	4" C900 DR 18 PVC	613	LF	\$ 8.72	\$ 5,345.36
6.	2" SDR 21 PVC	20	LF	\$ 5.69	\$ 113.80
7.	LOCATOR TAPE	8,289	LF	\$ 0.15	\$ 1,243.35
8.	LOCATOR WIRE	16,538	LF	\$ 0.43	\$ 7,111.34
9.	PRESSURE TEST AND CHLORINATION	1	LS	\$ 4,029.49	\$ 4,029.49
10.	SAMPLING POINT	4	EA	\$ 225.25	\$ 901.00
11.	JOINT RESTRAINTS	1	LS	\$ 20,128.43	\$ 20,128.43
12.	8" GATE VALVE AND BOX	32	EA	\$ 1,466.24	\$ 46,919.68
13.	6" GATE VALVE AND BOX	3	EA	\$ 1,022.55	\$ 3,067.65
14.	4" GATE VALVE AND BOX	5	EA	\$ 853.10	\$ 4,265.50
15.	2" GATE VALVE AND BOX	1	EA	\$ 564.48	\$ 564.48
16.	1" GATE VALVE AND BOX	1	EA	\$ 492.69	\$ 492.69
17.	8" MJ CROSS	1	EA	\$ 560.35	\$ 560.35
18.	8" MJ TEE	6	EA	\$ 470.74	\$ 2,824.44
19.	8" X 6" MJ TEE	1	EA	\$ 420.76	\$ 420.76
20.	8" X 4" MJ TEE	1	EA	\$ 406.40	\$ 406.40
21.	8" X 2" MJ TAPT TEE	1	EA	\$ 433.35	\$ 433.35
22.	6" X 4" MJ TEE	1	EA	\$ 333.61	\$ 333.61
23.	8" 45° MJ BEND	18	EA	\$ 309.92	\$ 5,578.56
24.	8" 22-1/2° MJ BEND	11	EA	\$ 304.32	\$ 3,347.52
25.	8" 11-1/4° MJ BEND	5	EA	\$ 294.98	\$ 1,474.90
26.	4" 22-1/2° MJ BEND	11	EA	\$ 184.56	\$ 2,030.16
27.	4" 11-1/4° MJ BEND	2	EA	\$ 182.84	\$ 365.68
28.	8" X 6" MJ REDUCER	2	EA	\$ 264.17	\$ 528.34
29.	8" X 4" MJ REDUCER	2	EA	\$ 251.16	\$ 502.32
30.	6" X 4" MJ REDUCER	1	EA	\$ 201.10	\$ 201.10
31.	FIRE HYDRANT ASSEMBLY (8" MAIN)	10	EA	\$ 4,536.51	\$ 45,365.10
32.	FIRE HYDRANT FLOW TEST AND COLOR CODE	10	EA	\$ 209.30	\$ 2,093.00
33.	BLOWOFF ASSEMBLY	2	EA	\$ 305.54	\$ 611.08
34.	SINGLE SERVICE - SHORT	20	EA	\$ 292.01	\$ 5,840.20
35.	SINGLE SERVICE - LONG	21	EA	\$ 354.87	\$ 7,452.27
36.	DOUBLE SERVICE - SHORT *	56	EA	\$ 387.03	\$ 21,673.68
37.	DOUBLE SERVICE - LONG	42	EA	\$ 424.65	\$ 17,835.30
38.	<u>SCHEDULE 40 PVC SLEEVES</u>				
	A. 2"	277	LF	\$ 1.08	\$ 299.16
	B. 6"	77	LF	\$ 6.82	\$ 525.14
	C. 8"	41	LF	\$ 11.27	\$ 462.07
	D. COMMON TRENCH FOR IRRIGATION SLEEVES	118	LF	\$ 11.63	\$ 1,372.34
	E. TRENCH MARKERS	6	EA	\$ 39.67	\$ 238.02





EXHIBIT "A"
PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE A: PHASE 2A

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
A7. WATER - RECLAIMED				WATER - RECLAIMED TOTAL: \$ 262,454.41	
1.	CONNECT TO EXISTING 8" MAIN	2	EA	\$ 2,232.32	\$ 4,464.64
2.	8" C900 DR 18 PVC	2,531	LF	\$ 16.32	\$ 41,305.92
3.	6" C900 DR 18 PVC	5,061	LF	\$ 11.53	\$ 58,353.33
4.	4" C900 DR 18 PVC	516	LF	\$ 9.01	\$ 4,649.16
5.	LOCATOR TAPE	8,108	LF	\$ 0.15	\$ 1,216.20
6.	LOCATOR WIRE	16,216	LF	\$ 0.43	\$ 6,972.88
7.	PRESSURE TEST	1	LS	\$ 3,796.93	\$ 3,796.93
8.	JOINT RESTRAINTS	1	LS	\$ 11,983.54	\$ 11,983.54
9.	8" GATE VALVE AND BOX	14	EA	\$ 1,466.24	\$ 20,527.36
10.	6" GATE VALVE AND BOX	16	EA	\$ 1,022.55	\$ 16,360.80
11.	4" GATE VALVE AND BOX	3	EA	\$ 853.10	\$ 2,559.30
12.	2" GATE VALVE AND BOX	1	EA	\$ 564.48	\$ 564.48
13.	8" MJ CROSS	1	EA	\$ 566.09	\$ 566.09
14.	8" MJ TEE	2	EA	\$ 470.74	\$ 941.48
15.	8" X 6" MJ TEE	3	EA	\$ 422.21	\$ 1,266.63
16.	8" X 2" MJ TAPT TEE	1	EA	\$ 433.35	\$ 433.35
17.	6" MJ TEE	2	EA	\$ 355.80	\$ 711.60
18.	4" MJ TEE	1	EA	\$ 260.24	\$ 260.24
19.	8" 45° MJ BEND	20	EA	\$ 307.04	\$ 6,140.80
20.	8" 22-1/2° MJ BEND	2	EA	\$ 304.32	\$ 608.64
21.	8" 11-1/4° MJ BEND	4	EA	\$ 297.85	\$ 1,191.40
22.	6" 45° MJ BEND	34	EA	\$ 239.84	\$ 8,154.56
23.	6" 22-1/2° MJ BEND	3	EA	\$ 233.23	\$ 699.69
24.	4" 90° MJ BEND	1	EA	\$ 195.97	\$ 195.97
25.	4" 45° MJ BEND	7	EA	\$ 186.71	\$ 1,306.97
26.	8" X 6" MJ REDUCER	4	EA	\$ 267.03	\$ 1,068.12
27.	6" X 4" MJ REDUCER	3	EA	\$ 201.10	\$ 603.30
28.	BLOWOFF ASSEMBLY	2	EA	\$ 305.54	\$ 611.08
29.	SINGLE SERVICE - SHORT	9	EA	\$ 316.43	\$ 2,847.87
30.	SINGLE SERVICE - LONG	6	EA	\$ 370.59	\$ 2,223.54
31.	DOUBLE SERVICE - SHORT	53	EA	\$ 536.66	\$ 28,442.98
32.	DOUBLE SERVICE - LONG	58	EA	\$ 541.82	\$ 31,425.56





EXHIBIT "A"

PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE B: PHASE 2B

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
B1. EARTHWORK				EARTHWORK TOTAL: \$ 113,244.10	
1.	GENERAL REQUIREMENTS	1	LS	\$ 29,574.69	\$ 29,574.69
2.	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	\$ 2,044.50	\$ 2,044.50
3.	<u>SILT FENCE</u>				
	A. MAINTENANCE	1,214	LF	\$ 2.28	\$ 2,767.92
	B. REMOVE AND DISPOSE OFFSITE	1,214	LF	\$ 0.16	\$ 194.24
4.	SITE EXCAVATION AND GRADING	1	LS	\$ 24,023.07	\$ 24,023.07
5.	<u>SOD - BAHIA</u>				
	A. SWALES	715	SY	\$ 3.00	\$ 2,145.00
	B. SOD BEHIND CURB	853	SY	\$ 3.00	\$ 2,559.00
6.	<u>SEED AND MULCH</u>				
	A. LOTS	22,172	SY	\$ 0.36	\$ 7,981.92
	B. RIGHT OF WAY	3,334	SY	\$ 0.36	\$ 1,200.24
7.	LANDSCAPING AND IRRIGATION				BY OTHERS
8.	CONSTRUCTION TESTING				BY OTHERS
9.	CONSTRUCTION STAKING AND AS-BUILTS	1	LS	\$ 40,753.52	\$ 40,753.52
10.	PREPARING RECORD DRAWINGS				BY ENGINEER OF RECORD
11.	PREPARING CAMS (CAPITAL ASSET MANAGEMENT SYSTEM)				BY OTHERS
 CONTINGENCY (IF REQUIRED)					
1.	UNDER CUTTING ROADWAYS TO MAXIMUM IN ORDER REMOVE CLAY TO BE STOCKPILED ONSITE AND BACKFILL WITH ONSITE MATERIAL PROVIDED BY OWNER OF LESS THAN 15% FINES (PASCO COUNTY REQUIREMENT)		SY	\$ 5.30	
2.	UNDER CUTTING ROADWAYS TO REMOVE CLAY TO BE STOCKPILED ONSITE AND BACKFILL WITH OFFSITE IMPORTED MATERIAL OF LESS THAN 15% FINES (PASCO COUNTY IMPORT REQUIREMENT)		SY	\$ 11.70	
3.	MIXER (12.0" DEEP) OR DISK		DAY	\$ 1,500.00	
4.	LIMESTONE EXCAVATION				TIME & MATERIAL
5.	PAYMENT AND PERFORMANCE BOND		LS	\$ 10,208.68	
6.	WARRANTY BOND		LS	\$ 1,878.09	





EXHIBIT "A"

PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE B: PHASE 2B

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
				PAVING TOTAL:	\$ 183,252.00
1.	CONNECT TO EXISTING ASPHALT PAVEMENT	2	EA	\$ 1,411.22	\$ 2,822.44
2.	<u>RESIDENTIAL ROAD</u>				
A.	1-1/2" ASPHALT, TYPE SP-9.5	4,389	SY	\$ 9.90	\$ 43,451.10
B.	8" SOIL CEMENT (CEMENT ENHANCED LIMEROCK - 300 PSI)	4,389	SY	\$ 16.18	\$ 71,014.02
C.	12" COMPACTED SUBGRADE (LBR 20) (98%)	4,389	SY	\$ 0.90	\$ 3,950.10
3.	2' VALLEY GUTTER (MIAMI)	2,291	LF	\$ 11.02	\$ 25,246.82
4.	TYPE "D" CURB	581	LF	\$ 16.73	\$ 9,720.13
5.	TYPE "F" CURB AND GUTTER	57	LF	\$ 15.46	\$ 881.22
6.	DROP CURB	610	LF	\$ 14.09	\$ 8,594.90
7.	CURB TRANSITION	109	LF	\$ 27.99	\$ 3,050.91
8.	6" STABILIZED SUBGRADE UNDER CURB (LBR40)	3,648	LF	\$ 1.50	\$ 5,472.00
9.	DEAD END BARRICADE - INSTALL	2	EA	\$ 465.12	\$ 930.24
10.	DEAD END BARRICADE - REMOVE	2	EA	\$ 201.53	\$ 403.06
11.	SIGNAGE AND PAVEMENT MARKING	1	LS	\$ 6,279.12	\$ 6,279.12
12.	MAINTENANCE OF TRAFFIC	1	LS	\$ 1,435.94	\$ 1,435.94

ALTERNATE FOR TKC TO INCLUDE, AT TIME OF CONTRACT SIGNING, ALL REMOVAL AND REPLACEMENT OF BROKEN OR CRACKED CURB AFTER FINAL INSPECTION CAUSED BY HOME BUILDING OPERATIONS AND

I.	CURB REMOVAL AND REPLACEMENT	1	LS	\$ 5,472.00	
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CONTINGENCY (ONLY IF REQUIRED)

I.	SOIL CEMENT COMPACTION TESTING (IF REQUIRED)		DAY	\$ 4,500.00	
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EXHIBIT "A"

PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE B: PHASE 2B

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
				STORM TOTAL:	\$ 196,236.50
1.	12" CLASS III RCP	1,051	LF	\$ 32.32	\$ 33,968.32
2.	18" CLASS III RCP	453	LF	\$ 41.26	\$ 18,690.78
3.	24" CLASS III RCP	330	LF	\$ 55.74	\$ 18,394.20
4.	30" CLASS III RCP	385	LF	\$ 73.12	\$ 28,151.20
5.	DEWATERING OR STONE BEDDING	2,219	LF	\$ 7.92	\$ 17,574.48
6.	STORM SEWER INSPECTION	2,219	LF	\$ 6.46	\$ 14,334.74
7.	<u>RCP - ERCP FES</u>				
	A. 30"	1	EA	\$ 2,399.21	\$ 2,399.21
8.	COFFER DAM	1	EA	\$ 849.93	\$ 849.93
9.	RIP-RAP	16	SY	\$ 94.82	\$ 1,517.12
10.	YARD DRAIN	11	EA	\$ 1,444.09	\$ 15,884.99
11.	TYPE "C" INLET	1	EA	\$ 2,185.02	\$ 2,185.02
12.	TYPE "1" CURB INLET	8	EA	\$ 3,999.11	\$ 31,992.88
13.	INLET PROTECTION	20	EA	\$ 109.59	\$ 2,191.80
14.	TYPE "P" MANHOLE	3	EA	\$ 2,700.61	\$ 8,101.83





EXHIBIT "A"

PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE B: PHASE 2B

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
B4. <u>SANITARY GRAVITY SEWER</u>				SANITARY GRAVITY SEWER TOTAL: \$ 88,247.60	
1.	CONNECT TO EXISTING MANHOLE (6.64 - 8.36 FT)	4	EA	\$ 2,333.85	\$ 9,335.40
2.	<u>8" SDR 26 PVC</u>				
	A. 0-6 FT	401	LF	\$ 16.84	\$ 6,752.84
	B. 6-8 FT	548	LF	\$ 18.31	\$ 10,033.88
	C. 8-10 FT	131	LF	\$ 20.30	\$ 2,659.30
5.	LOCATOR TAPE	1,080	LF	\$ 0.27	\$ 291.60
6.	DEWATERING OR STONE BEDDING (< 18FT)	1,080	LF	\$ 7.92	\$ 8,553.60
7.	EXFILTRATION/INFILTRATION TESTING	1,080	LF	\$ 1.31	\$ 1,414.80
8.	SANITARY SEWER INSPECTION	1,080	LF	\$ 2.54	\$ 2,743.20
9.	<u>4' SANITARY MANHOLE</u>				
	A. 0-6 FT	2	EA	\$ 2,502.63	\$ 5,005.26
	B. 6-8 FT	2	EA	\$ 2,838.17	\$ 5,676.34
10.	MANHOLE JOINT SEALANT	4	EA	\$ 657.88	\$ 2,631.52
11.	MANHOLE INFLOW PROTECTION - HDPE	4	EA	\$ 85.49	\$ 341.96
12.	DOUBLE SERVICE	37	EA	\$ 861.40	\$ 31,871.80
13.	6" PLUG AND SERVICE MARKER	74	EA	\$ 12.65	\$ 936.10





EXHIBIT "A"

PROJECT: ASHBERRY VILLAGE PHASE 2

1-Sep-20

SCHEDULE B: PHASE 2B

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
B5. WATER - POTABLE				WATER - POTABLE TOTAL:	\$ 119,488.17
1.	CONNECT TO EXISTING 8" MAIN	2	EA	\$ 2,232.32	\$ 4,464.64
2.	CONNECT TO EXISTING 4" MAIN	2	EA	\$ 1,869.84	\$ 3,739.68
3.	TEMPORARY CONNECTION ASSEMBLY	1	EA	\$ 3,975.69	\$ 3,975.69
4.	8" C900 DR 18 PVC	646	LF	\$ 16.32	\$ 10,542.72
5.	6" C900 DR 18 PVC	288	LF	\$ 11.53	\$ 3,320.64
6.	4" C900 DR 18 PVC	1,633	LF	\$ 8.72	\$ 14,239.76
7.	LOCATOR TAPE	2,567	LF	\$ 0.15	\$ 385.05
8.	LOCATOR WIRE	5,134	LF	\$ 0.43	\$ 2,207.62
9.	PRESSURE TEST AND CHLORINATION	1	LS	\$ 4,029.49	\$ 4,029.49
10.	SAMPLING POINT	4	EA	\$ 225.25	\$ 901.00
11.	JOINT RESTRAINTS	1	LS	\$ 7,962.59	\$ 7,962.59
12.	8" GATE VALVE AND BOX	4	EA	\$ 1,466.24	\$ 5,864.96
13.	6" GATE VALVE AND BOX	2	EA	\$ 1,022.55	\$ 2,045.10
14.	4" GATE VALVE AND BOX	12	EA	\$ 853.10	\$ 10,237.20
15.	8" X 6" MJ TEE	2	EA	\$ 420.76	\$ 841.52
16.	4" MJ TEE	4	EA	\$ 260.24	\$ 1,040.96
17.	8" 45° MJ BEND	2	EA	\$ 309.92	\$ 619.84
18.	4" 45° MJ BEND	8	EA	\$ 186.71	\$ 1,493.68
19.	8" X 6" MJ REDUCER	2	EA	\$ 267.03	\$ 534.06
20.	FIRE HYDRANT ASSEMBLY (8" MAIN)	2	EA	\$ 4,536.51	\$ 9,073.02
21.	FIRE HYDRANT ASSEMBLY (6" MAIN)	1	EA	\$ 4,392.91	\$ 4,392.91
22.	FIRE HYDRANT FLOW TEST AND COLOR CODE	3	EA	\$ 209.30	\$ 627.90
23.	BLOWOFF ASSEMBLY	2	EA	\$ 305.54	\$ 611.08
24.	SINGLE SERVICE - SHORT	14	EA	\$ 292.01	\$ 4,088.14
25.	SINGLE SERVICE - LONG	8	EA	\$ 354.87	\$ 2,838.96
26.	DOUBLE SERVICE - SHORT *	28	EA	\$ 387.03	\$ 10,836.84
27.	DOUBLE SERVICE - LONG	8	EA	\$ 424.65	\$ 3,397.20
28.	<u>SCHEDULE 40 PVC SLEEVES</u>				
A.	2"	672	LF	\$ 1.08	\$ 725.76
B.	6"	224	LF	\$ 6.82	\$ 1,527.68
C.	COMMON TRENCH FOR IRRIGATION SLEEVES	224	LF	\$ 11.63	\$ 2,605.12
D.	TRENCH MARKERS	8	EA	\$ 39.67	\$ 317.36





EXHIBIT "A"

PROJECT: ASHBERRY - ROADWAY IMPROVEMENTS FOR STATE ROAD 56

10-Nov-20

SCHEDULE A: EARTHWORK

SCHEDULE TOTAL: \$ 101,223.40

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	GENERAL REQUIREMENTS	1	LS	\$ 16,420.00	\$ 16,420.00
2.	MOBILIZATION	1	LS	\$ 9,800.00	\$ 9,800.00
3.	<u>DEMOLITION - REMOVE THE FOLLOWING DISPOSE OFFSITE</u>				
	A. ASPHALT AND BASE	720	SY	\$ 7.20	\$ 5,184.00
	B. CONCRETE SIDEWALK	2,740	SF	\$ 4.90	\$ 13,426.00
4.	<u>SILT FENCE</u>				
	A. INSTALLATION	270	LF	\$ 2.72	\$ 734.40
	B. MAINTENANCE	270	LF	\$ 0.21	\$ 56.70
	C. REMOVE AND DISPOSE OFFSITE	270	LF	\$ 0.11	\$ 29.70
5.	STRIP TOPSOIL	1	LS	\$ 4,365.60	\$ 4,365.60
6.	SITE EXCAVATION AND GRADING	1	LS	\$ 16,380.00	\$ 16,380.00
7.	OFFSITE FILL (ROADWAY) - PLACE AND COMPACT	1,025	CY	\$ 13.88	\$ 14,227.00
8.	<u>SOD - BAHIA</u>				
	A. RIGHT OF WAY	2,600	SY	\$ 3.00	\$ 7,800.00
9.	CONSTRUCTION TESTING				BY OTHERS
10.	CONSTRUCTION STAKING AND AS-BUILTS	1	LS	\$ 12,800.00	\$ 12,800.00





EXHIBIT "A"

PROJECT: ASHBERRY - ROADWAY IMPROVEMENTS FOR STATE ROAD 56

10-Nov-20

SCHEDULE B: PAVING

SCHEDULE TOTAL: \$ 304,033.86

ITEM NO.	DESCRIPTION	QTY.	UNIT	PRICE	AMOUNT
1.	3/4" ASPHALT MILLING	1	LS	\$ 5,897.98	\$ 5,897.98
2.	3/4" ASPHALT, TYPE FC-5 - OVERLAY	60	SY	\$ 25.30	\$ 1,518.00
3.	SAW CUT EXISTING PAVEMENT - ASPHALT	517	LF	\$ 4.81	\$ 2,486.77
4.	<u>TURN LANE / WIDENING</u>				
	A. 3/4" ASPHALT, TYPE FC-5 - OVERLAY	890	SY	\$ 25.30	\$ 22,517.00
	B. 3" ASPHALT, TYPE SP-12.5	890	SY	\$ 29.84	\$ 26,557.60
	C. 6-1/2" ASPHALT, TYPE B-12.5	890	SY	\$ 57.71	\$ 51,361.90
	D. 6" ASPHALT, TYPE B-12.5	890	SY	\$ 56.14	\$ 49,964.60
4.	<u>PAVED SHOULDER</u>				
	A. 3/4" ASPHALT, TYPE FC-5 - OVERLAY	120	SY	\$ 25.30	\$ 3,036.00
	B. 1" ASPHALT, TYPE SP-12.5	120	SY	\$ 13.43	\$ 1,611.60
	C. 4" ASPHALT, TYPE B-12.5	120	SY	\$ 51.88	\$ 6,225.60
	D. 6" ASPHALT, TYPE B-12.5	120	SY	\$ 56.14	\$ 6,736.80
5.	<u>TURN LANE / WIDENING AT ENTRANCE</u>				
	A. 3" ASPHALT, TYPE SP-12.5	315	SY	\$ 29.84	\$ 9,399.60
	B. 6-1/2" ASPHALT, TYPE B-12.5	315	SY	\$ 57.71	\$ 18,178.65
	C. 6" ASPHALT, TYPE B-12.5	315	SY	\$ 56.14	\$ 17,684.10
6.	<u>PAVED SHOULDER AT ENTRANCE</u>				
	A. 1" ASPHALT, TYPE SP-12.5	75	SY	\$ 13.43	\$ 1,007.25
	B. 4" ASPHALT, TYPE B-12.5	75	SY	\$ 51.88	\$ 3,891.00
	C. 6" ASPHALT, TYPE B-12.5	75	SY	\$ 56.14	\$ 4,210.50
7.	12" STABILIZED SHOULDER (LBR 40)	295	SY	\$ 13.06	\$ 3,852.70
8.	4" SIDEWALK (FIBER REINFORCED)	3,780	SF	\$ 4.60	\$ 17,388.00
9.	ADA RAMPS	2	EA	\$ 1,549.09	\$ 3,098.18
10.	SIGNAGE AND PAVEMENT MARKING	1	LS	\$ 14,403.86	\$ 14,403.86
11.	MAINTENANCE OF TRAFFIC	1	LS	\$ 33,006.17	\$ 33,006.17

CONTINGENCY (ONLY IF REQUIRED)

1. ASPHALT LEVELING COURSE TN \$ 161.50

* TO BE PAID PER TRUCK TICKETS AT THE TONNAGE PRICE NOTED,
BASED ON CIVIL ENGINEER AND COUNTY DIRECTION.

CONTINGENCY (ONLY IF REQUIRED)

1. SOIL CEMENT COMPACTION TESTING (IF REQUIRED) DAY \$ 4,500.00

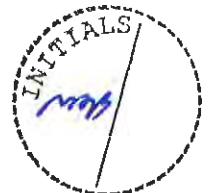




EXHIBIT "A"

PROJECT: ASHBERRY - ROADWAY IMPROVEMENTS FOR STATE ROAD 56

10-Nov-20

SCHEDULE C: STORM

SCHEDULE TOTAL: \$ 32,562.70

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	MOBILIZATION/DEMobilIZATION OF STORM PIPE CREW	1	LS	\$ 4,174.44	\$ 4,174.44
2.	24" CLASS III RCP	112	LF	\$ 55.77	\$ 6,246.24
3.	19" X 30" CLASS III ERCP	84	LF	\$ 83.04	\$ 6,975.36
4.	DEWATERING OR STONE BEDDING	196	LF	\$ 12.34	\$ 2,418.64
5.	STORM SEWER INSPECTION	196	LF	\$ 10.34	\$ 2,026.64
6.	<u>RCP MES</u>				
	A. 24"	2	EA	\$ 1,638.91	\$ 3,277.82
	B. 19" X 30" WITH GRATE	2	EA	\$ 3,003.02	\$ 6,006.04
7.	PERMANENT EROSION BLANKET	56	SY	\$ 25.67	\$ 1,437.52



Exhibit C

Contract Documents



Exhibit D

Subcontractor and Supplier Schedule

The following is a list of all subcontractors and suppliers which will perform any portion of the Work:

Name of Subcontractor or Supplier	Address	Phone	General Description of Work
Ferguson	8008 E. Sligh Ave. Tampa, FL 33610	813-627-1240	Utility pipe & fittings
Atlantic TNG	PO Box 729 Sarasota, FL 34230	941-973-4425	Structures
Rinker Materials	13100 NW 118th Ave. Medley, FL 33178	727-224-3049	RCP
Cemex	3820 Northdale Blvd. Tampa, FL 33624	813-248-6699	Concrete and aggregate
Suncoast Paving	800 Anclote Road Tarpon Springs, FL 34689	727-938-2411	Asphalt paving
Associated Construction Products	25352 Wesley Chapel Blvd. Lutz, FL 33559	941-322-6000	Retaining Walls

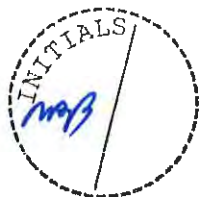
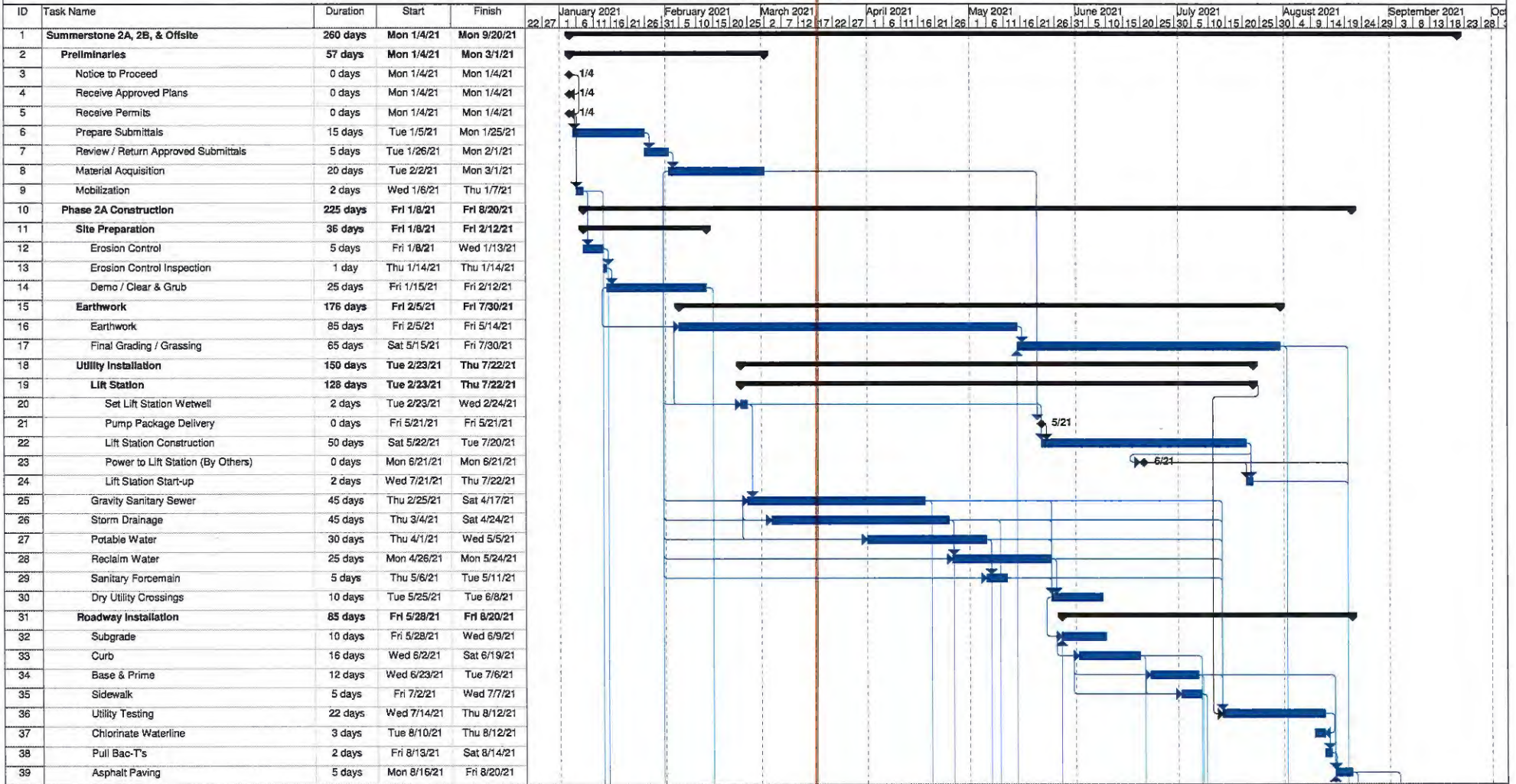


Exhibit E

Construction Schedule



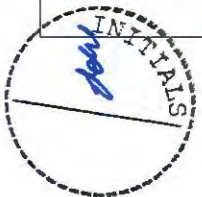
THE KEARNEY COMPANIES, LLC



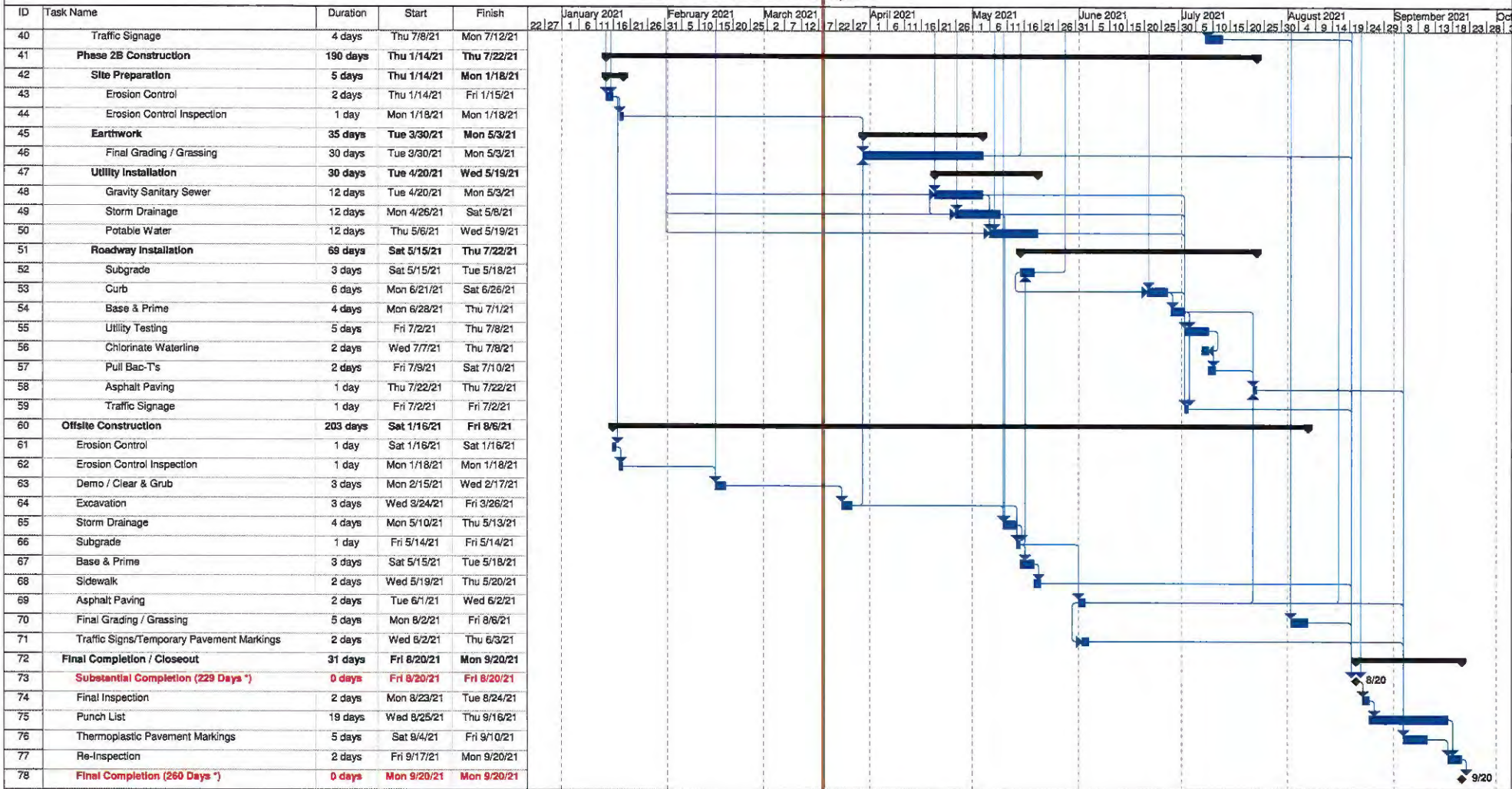
Project: Summerstone 2A, 2B, & Offsite
Date: Mon 11/30/20

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress
Split		External Tasks		Inactive Summary		Manual Summary		Deadline
Milestone		External Milestone		Manual Task		Start-only		
Summary		Inactive Task		Duration-only		Finish-only		

* Calendar Days from NTP, Receipt of Approved Plans and Permits to Milestone
Preliminary - subject to revision.
 Please note that any government lockdown orders associated with COVID19 may cause a change in the construction schedule beyond TKC's control.



THE KEARNEY COMPANIES, LLC



Project: Summerstone 2A, 2B, & Offsite
Date: Mon 11/30/20

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress	
Split		External Tasks		Inactive Summary		Manual Summary		Deadline	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

* Calendar Days from NTP, Receipt of Approved Plans and Permits to Milestone

Preliminary - subject to revision.

Please note that any government lockdown orders associated with COVID19 may cause a change in the construction schedule beyond TKC's control.

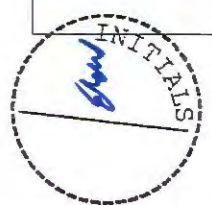

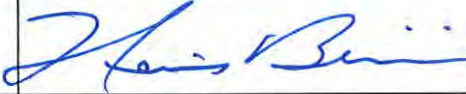


Exhibit F

Schedule of Authorized Personnel for Waivers and Releases

The following persons are authorized to execute waivers and releases, on Contractor's behalf, of all liens, lien rights, rights to payment, and all other similar claims related the Work:

Full Name	Person's Signature	Title or Relationship with Subcontractor
Charles Kearney III		Manager
Morris Bencini		CFO





THE KEARNEY COMPANIES, LLC.

Office (813) 421-6601

9625 Wes Kearney Way, Riverview FL 33578

Fax (813) 421-6701

Underground Utilities

Site Development

CONTRACTOR'S APPLICATION FOR PAYMENT

PROJECT: ASHBERRY VILLAGE PH2 PROJECT NO.: 0070-02
PAYMENT REQUEST NO.: 16 FOR PERIOD: 7/31/2021 TO 8/15/2021

Table with 3 columns: Description, Amount, and Total. Rows include: ORIGINAL CONTRACT AMOUNT (\$6,592,140.96), APPROVED CHANGE ORDERS & CONTINGENCIES (\$6,850.00), CURRENT CONTRACT AMOUNT (\$6,598,990.96), VALUE OF WORK COMPLETED TO DATE 98% (\$6,457,081.66), LESS AMOUNT RETAINED 5% (\$322,854.08), NET AMOUNT EARNED TO DATE (\$6,134,227.58), LESS AMOUNT OF PREVIOUS APPLICATIONS (\$6,114,763.13), TOTAL AMOUNT UNPAID TO DATE (\$234,200.59), PREVIOUS APPLICATIONS UNPAID (\$214,736.14), CURRENT PAYMENT DUE THIS APPLICATION (\$19,464.45).

CERTIFICATION OF CONTRACTOR

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, 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: THE KEARNEY COMPANIES, LLC. DATE: 8/13/2021
BY: [Signature] AUTHORIZED REPRESENTATIVE TITLE: PROJECT MANAGER

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged by Ariel Johnson, Project Manager of THE KEARNEY COMPANIES, LLC., a Florida Corporation, on behalf of the corporation before me this 13th day of August, 2021. He/she is personally known to me or has produced as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATION OF ENGINEER

I certify that I have checked and verified this Request for Payment and that it is a true and correct statement, to the best of my knowledge, of work performed and/or material supplied by the Contractor. In accordance with the terms and conditions of the Contract, the undersigned approved payment to the Contractor of Balance Due This Payment as shown above.

ENGINEER: [Signature] DATE: 8/17/21
BY: Jacob H. Sanders, P.E. TITLE: Project Engineer



KEARNEY
COMPANIES

Office (813) 421-6601

- INVOICE -

Nº 21286

THE KEARNEY COMPANIES, LLC.

9625 Wes Kearney Way, Riverview FL 33578

Fax (813) 421-6701

Underground Utilities

Site Development

SOLD TO: FORESTAR RE GROUP

PROJECT: ASHBERRY VILLAGE PH2


CLERICAL ERRORS ARE SUBJECT TO CORRECTION. DO NOT MAKE DEDUCTIONS FROM THIS INVOICE UNLESS AUTHORIZED.

JOB NO. 0070-02	CUST. NO.	W.O. NO.	PERCENTAGE COMPLETE 98%	INVOICE DATE 8/15/2021	INVOICE NUMBER 21286
---------------------------	------------------	-----------------	-----------------------------------	----------------------------------	--------------------------------

Description				Amount	
CONTRACTOR'S PAY APPLICATION # 16				\$	20,488.89
LESS 5% RETAINAGE				\$	<u>1,024.44</u>
TOTAL AMOUNT DUE				\$	19,464.45

PLEASE REMIT TO:

THE KEARNEY COMPANIES, LLC.

Please add  **ATTN: Dept. A/R**
9625 Wes Kearney Way
Riverview, FL 33578

PLEASE PAY FROM THIS INVOICE - NO STATEMENT WILL BE RENDERED

INVOICES DUE PER AGREEMENT - NO DISCOUNTS. UNPAID AMOUNTS WILL BEAR INTEREST AT 1½% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%. PURCHASER AGREES TO PAY ALL COSTS AND FEES FOR COLLECTION ON ACCOUNTS REMAINING UNPAID IN EXCESS OF 30 DAYS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND ATTORNEYS' FEES ON APPEAL.

THE KEARNEY COMPANIES, LLC.

9625 WES KEARNEY WAY

RIVERVIEW, FL 33578

(813) 421-6601

APPLICATION NO.:

16

APPLICATION DATE:

8/15/2021

PERIOD TO:

8/15/2021

GC/OWNER'S NO.:

BILL TO: FORESTAR RE GROUP
PROJECT: ASHBERRY VILLAGE PH2
PROJECT #: 0070-02

SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
SCHEDULE A - 2A EARTHWORK								
1.	GENERAL REQUIREMENTS	\$ 156,179.46	\$ 156,179.46	\$ -	\$ 156,179.46	100%	\$ -	\$ 7,808.97
2.	TEMPORARY CONSTRUCTION ENTRANCE	\$ 2,044.50	\$ 2,044.50	\$ -	\$ 2,044.50	100%	\$ -	\$ 102.23
3.	SILT FENCE							
A.	INSTALLATION	\$ 31,715.20	\$ 31,715.20	\$ -	\$ 31,715.20	100%	\$ -	\$ 1,585.76
B.	MAINTENANCE	\$ 2,448.60	\$ 2,448.60	\$ -	\$ 2,448.60	100%	\$ -	\$ 122.43
C.	REMOVE AND DISPOSE OFFSITE	\$ 1,282.60	\$ -	\$ -	\$ -	0%	\$ 1,282.60	\$ -
4.	DISK SITE	\$ 9,763.60	\$ 9,763.60	\$ -	\$ 9,763.60	100%	\$ -	\$ 488.18
5.	CLEAR AND GRUB (BURN ONSITE)	\$ 184,299.44	\$ 184,299.44	\$ -	\$ 184,299.44	100%	\$ -	\$ 9,214.97
6.	STRIP TOPSOIL (6")	\$ 85,687.56	\$ 85,687.56	\$ -	\$ 85,687.56	100%	\$ -	\$ 4,284.38
7.	SITE EXCAVATION AND GRADING	\$ 85,706.38	\$ 85,706.38	\$ -	\$ 85,706.38	100%	\$ -	\$ 3,285.32
8.	POND EXCAVATION AND GRADING	\$ 382,055.53	\$ 382,055.53	\$ -	\$ 382,055.53	100%	\$ -	\$ 18,102.78
9.	OFFSITE FILL (LOTS/ROADWAY-TRENCH/BACKFILL)	\$ 1,157,453.20	\$ 1,157,453.20	\$ -	\$ 1,157,453.20	100%	\$ -	\$ 57,872.66
10.	SOD - BAHIA							
A.	POND SLOPES	\$ 54,918.00	\$ 54,918.00	\$ -	\$ 54,918.00	100%	\$ -	\$ 2,745.90
B.	SWALES	\$ 6,687.00	\$ 6,687.00	\$ -	\$ 6,687.00	100%	\$ -	\$ 334.35
C.	SOD BEHIND CURB	\$ 16,017.00	\$ -	\$ -	\$ -	0%	\$ 16,017.00	\$ -
D.	4:1 SLOPES	\$ 3,777.00	\$ 3,777.00	\$ -	\$ 3,777.00	100%	\$ -	\$ 188.85
11.	SEED & MULCH							
A.	LOTS	\$ 40,554.00	\$ 20,277.00	\$ -	\$ 20,277.00	50%	\$ 20,277.00	\$ 1,013.85
B.	OPEN AREAS	\$ 1,770.86	\$ 885.33	\$ -	\$ 885.33	50%	\$ 885.33	\$ 44.27
C.	RIGHT OF WAY	\$ 4,081.05	\$ -	\$ -	\$ -	0%	\$ 4,081.05	\$ -
12.	CONSTRUCTION STAKING AND AS-BUILTS	\$ 122,260.56	\$ 116,147.53	\$ -	\$ 116,147.53	95%	\$ 6,113.03	\$ 5,807.38
TOTAL SCHEDULE A - 2A EARTHWORK		\$ 2,328,701.34	\$ 2,280,045.33	\$ -	\$ 2,280,045.33	98%	\$ 48,656.01	\$ 114,002.28
SCHEDULE B - 2A PAVING								
1.	CONNECT TO EXISTING ASPHALT PAVEMENT	\$ 1,511.86	\$ 1,511.86	\$ -	\$ 1,511.86	100%	\$ -	\$ 75.59
2.	RESIDENTIAL ROAD							
A.	1-1/2" ASPHALT, TYPE SP-9.5	\$ 191,010.80	\$ 191,010.80	\$ -	\$ 191,010.80	100%	\$ -	\$ 9,550.53
B.	8" SOIL CEMENT (CEMENT ENHANCED LIMEROCK-300 PSI)	\$ 312,176.92	\$ 312,176.92	\$ -	\$ 312,176.92	100%	\$ -	\$ 15,608.85
C.	12" COMPACTED SUBGRADE (LBR 20) (98%)	\$ 17,364.60	\$ 17,364.60	\$ -	\$ 17,364.60	100%	\$ -	\$ 868.23
3.	2' VALLEY GUTTER (MIAMI)	\$ 143,359.18	\$ 143,359.18	\$ -	\$ 143,359.18	100%	\$ -	\$ 7,167.96
4.	TYPE "D" CURB	\$ 4,935.35	\$ -	\$ 4,935.35	\$ 4,935.35	100%	\$ -	\$ 248.77
5.	TYPE "F" CURB AND GUTTER	\$ 1,380.80	\$ 1,380.80	\$ -	\$ 1,380.80	100%	\$ -	\$ 69.04
6.	DROP CURB	\$ 6,565.94	\$ 6,565.94	\$ -	\$ 6,565.94	100%	\$ -	\$ 328.30
7.	CURB TRANSITION	\$ 2,536.20	\$ 2,536.20	\$ -	\$ 2,536.20	100%	\$ -	\$ 126.81
8.	6" STABILIZED SUBGRADE UNDER CURB (LBR40)	\$ 20,955.00	\$ 20,955.00	\$ -	\$ 20,955.00	100%	\$ -	\$ 1,047.75
9.	4" SIDEWALK (REINFORCED)	\$ 42,144.85	\$ -	\$ -	\$ -	0%	\$ 42,144.85	\$ -
10.	6" SIDEWALK (REINFORCED)	\$ 5,594.40	\$ -	\$ -	\$ -	0%	\$ 5,594.40	\$ -
11.	ADA RAMPS	\$ 9,198.88	\$ -	\$ -	\$ -	0%	\$ 9,198.88	\$ -
12.	DEAD END BARRICADE - INSTALL	\$ 1,395.36	\$ -	\$ -	\$ -	0%	\$ 1,395.36	\$ -
13.	DEAD END BARRICADE - REMOVE	\$ 201.53	\$ -	\$ -	\$ -	0%	\$ 201.53	\$ -
14.	SIGNAGE AND PAVEMENT MARKING	\$ 19,806.10	\$ -	\$ -	\$ -	0%	\$ 19,806.10	\$ -
15.	MAINTENANCE OF TRAFFIC	\$ 2,153.91	\$ 2,153.91	\$ -	\$ 2,153.91	100%	\$ -	\$ 107.70
TOTAL SCHEDULE B - 2A PAVING		\$ 782,091.48	\$ 699,015.01	\$ 4,935.35	\$ 703,950.36	90%	\$ 78,141.12	\$ 35,197.53
SCHEDULE C - 2A STORM								
1.	REMOVE EXISTING 36" RCP	\$ 5,508.00	\$ 5,508.00	\$ -	\$ 5,508.00	100%	\$ -	\$ 275.40
2.	REMOVE EXISTING 36" MES	\$ 3,222.50	\$ 3,222.50	\$ -	\$ 3,222.50	100%	\$ -	\$ 161.13
3.	15" CLASS III RCP	\$ 5,829.25	\$ 5,829.25	\$ -	\$ 5,829.25	100%	\$ -	\$ 291.45
4.	18" CLASS III RCP	\$ 53,390.44	\$ 53,390.44	\$ -	\$ 53,390.44	100%	\$ -	\$ 2,669.52
5.	24" CLASS III RCP	\$ 79,819.68	\$ 79,819.68	\$ -	\$ 79,819.68	100%	\$ -	\$ 3,990.98
6.	30" CLASS III RCP	\$ 68,294.08	\$ 68,294.08	\$ -	\$ 68,294.08	100%	\$ -	\$ 3,414.70
7.	36" CLASS III RCP	\$ 216,032.43	\$ 216,032.43	\$ -	\$ 216,032.43	100%	\$ -	\$ 10,801.62
8.	42" CLASS III RCP	\$ 62,520.36	\$ 62,520.36	\$ -	\$ 62,520.36	100%	\$ -	\$ 3,126.02
9.	29" X 45" CLASS III ERCP	\$ 28,600.32	\$ 28,600.32	\$ -	\$ 28,600.32	100%	\$ -	\$ 1,430.02
10.	DEWATERING OR STONE BEDDING	\$ 53,428.32	\$ 53,428.32	\$ -	\$ 53,428.32	100%	\$ -	\$ 2,671.42
11.	STORM SEWER INSPECTION	\$ 43,579.16	\$ 43,579.16	\$ -	\$ 43,579.16	100%	\$ -	\$ 2,178.90
12.	RCP - ERCP FES							
A.	30"	\$ 2,399.21	\$ 2,399.21	\$ -	\$ 2,399.21	100%	\$ -	\$ 119.96
B.	36"	\$ 5,977.48	\$ 5,977.48	\$ -	\$ 5,977.48	100%	\$ -	\$ 298.87
C.	42"	\$ 7,198.74	\$ 7,198.74	\$ -	\$ 7,198.74	100%	\$ -	\$ 359.94
13.	RCP MES							
A.	24"	\$ 1,638.91	\$ 1,638.91	\$ -	\$ 1,638.91	100%	\$ -	\$ 81.95
B.	30" WITHOUT GRATE	\$ 2,768.94	\$ 2,768.94	\$ -	\$ 2,768.94	100%	\$ -	\$ 136.35
C.	36" WITHOUT GRATE	\$ 10,032.51	\$ 10,032.51	\$ -	\$ 10,032.51	100%	\$ -	\$ 501.63

THE KEARNEY COMPANIES, LLC.

9625 WES KEARNEY WAY

RIVERVIEW, FL 33578

(813) 421-6601

APPLICATION NO.:

16

APPLICATION DATE

8/15/2021

PERIOD TO:

8/15/2021

GC/OWNER'S NO.:

BILL TO: FORESTAR RE GROUP
PROJECT: ASHBERRY VILLAGE PH2
PROJECT #: 0070-02

SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
D.	42" WITHOUT GRATE	\$ 7,946.94	\$ 7,946.94	\$ -	\$ 7,946.94	100%	\$ -	\$ 397.35
14.	COFFER DAM	\$ 4,249.65	\$ 4,249.65	\$ -	\$ 4,249.65	100%	\$ -	\$ 212.48
15.	RIP-RAP	\$ 11,662.86	\$ 8,747.15	\$ -	\$ 8,747.15	75%	\$ 2,915.71	\$ 437.36
16.	6" UNDERDRAIN (ROADSIDE - FDOT SAND) (18" X 21")	\$ 55,892.88	\$ 55,892.88	\$ -	\$ 55,892.88	100%	\$ -	\$ 2,794.84
17.	6" UNDERDRAIN CLEANOUT ASSEMBLY	\$ 6,125.91	\$ 6,125.91	\$ -	\$ 6,125.91	100%	\$ -	\$ 308.30
18.	YARD DRAIN	\$ 2,888.18	\$ 2,888.18	\$ -	\$ 2,888.18	100%	\$ -	\$ 144.41
19.	TYPE "I" CURB INLET	\$ 127,971.52	\$ 127,971.52	\$ -	\$ 127,971.52	100%	\$ -	\$ 6,398.58
20.	TYPE "I" CURB INLET WITH J-BOTTOM	\$ 15,272.91	\$ 15,272.91	\$ -	\$ 15,272.91	100%	\$ -	\$ 763.65
21.	TYPE "2" CURB INLET	\$ 35,228.61	\$ 35,228.61	\$ -	\$ 35,228.61	100%	\$ -	\$ 1,761.43
22.	INLET PROTECTION	\$ 5,041.14	\$ 5,041.14	\$ -	\$ 5,041.14	100%	\$ -	\$ 252.06
23.	TYPE "P" MANHOLE	\$ 8,609.68	\$ 8,609.68	\$ -	\$ 8,609.68	100%	\$ -	\$ 430.48
24.	TYPE "J" MANHOLE	\$ 13,119.56	\$ 13,119.56	\$ -	\$ 13,119.56	100%	\$ -	\$ 655.98
25.	TYPE "H" CONTROL STRUCTURE WITH F/G SKIMMER	\$ 29,702.85	\$ 29,702.85	\$ -	\$ 29,702.85	100%	\$ -	\$ 1,485.14
TOTAL SCHEDULE C - 2A STORM		\$ 973,951.02	\$ 971,035.31	\$ -	\$ 971,035.31	100%	\$ 2,915.71	\$ 48,551.79
SCHEDULE D - 2A SANITARY GRAVITY								
1.	8" SDR 26 PVC							
A.	0-6 FT	\$ 9,009.40	\$ 9,009.40	\$ -	\$ 9,009.40	100%	\$ -	\$ 450.47
B.	6-8 FT	\$ 28,765.01	\$ 28,765.01	\$ -	\$ 28,765.01	100%	\$ -	\$ 1,438.25
C.	8-10 FT	\$ 41,675.90	\$ 41,675.90	\$ -	\$ 41,675.90	100%	\$ -	\$ 2,083.80
D.	10-12 FT	\$ 40,920.88	\$ 40,920.88	\$ -	\$ 40,920.88	100%	\$ -	\$ 2,046.04
E.	12-14 FT	\$ 28,544.85	\$ 28,544.85	\$ -	\$ 28,544.85	100%	\$ -	\$ 1,427.24
F.	14-16 FT	\$ 5,894.85	\$ 5,894.85	\$ -	\$ 5,894.85	100%	\$ -	\$ 294.74
2.	LOCATOR TAPE	\$ 1,997.19	\$ 1,997.19	\$ -	\$ 1,997.19	100%	\$ -	\$ 99.86
3.	DEWATERING OR STONE BEDDING (< 18FT)	\$ 58,584.24	\$ 58,584.24	\$ -	\$ 58,584.24	100%	\$ -	\$ 2,929.21
4.	EXFILTRATION/INFILTRATION TESTING	\$ 9,690.07	\$ 9,690.07	\$ -	\$ 9,690.07	100%	\$ -	\$ 484.50
5.	SANITARY SEWER INSPECTION	\$ 18,788.38	\$ 18,788.38	\$ -	\$ 18,788.38	100%	\$ -	\$ 939.42
6.	4' SANITARY MANHOLE							
A.	0-6 FT	\$ 15,015.78	\$ 15,015.78	\$ -	\$ 15,015.78	100%	\$ -	\$ 750.79
B.	6-8 FT	\$ 22,705.36	\$ 22,705.36	\$ -	\$ 22,705.36	100%	\$ -	\$ 1,135.27
C.	8-10 FT	\$ 31,981.20	\$ 31,981.20	\$ -	\$ 31,981.20	100%	\$ -	\$ 1,599.06
D.	10-12 FT	\$ 25,024.09	\$ 25,024.09	\$ -	\$ 25,024.09	100%	\$ -	\$ 1,251.20
E.	12-14 FT	\$ 19,832.05	\$ 19,832.05	\$ -	\$ 19,832.05	100%	\$ -	\$ 991.60
F.	14-16 FT	\$ 4,387.37	\$ 4,387.37	\$ -	\$ 4,387.37	100%	\$ -	\$ 219.37
7.	MANHOLE DROP CONNECTION - PASCO CO	\$ 2,247.90	\$ 2,247.90	\$ -	\$ 2,247.90	100%	\$ -	\$ 112.40
8.	MANHOLE JOINT SEALANT	\$ 24,341.56	\$ 24,341.56	\$ -	\$ 24,341.56	100%	\$ -	\$ 1,217.08
9.	MANHOLE INFLOW PROTECTION - HDPE	\$ 3,163.13	\$ 3,163.13	\$ -	\$ 3,163.13	100%	\$ -	\$ 158.16
10.	SINGLE SERVICE	\$ 7,221.83	\$ 7,221.83	\$ -	\$ 7,221.83	100%	\$ -	\$ 361.09
11.	DOUBLE SERVICE	\$ 97,338.20	\$ 97,338.20	\$ -	\$ 97,338.20	100%	\$ -	\$ 4,866.91
12.	6" PLUG AND SERVICE MARKER	\$ 2,998.05	\$ 2,998.05	\$ -	\$ 2,998.05	100%	\$ -	\$ 149.90
TOTAL SCHEDULE D - 2A SANITARY GRAVITY		\$ 500,127.29	\$ 500,127.29	\$ -	\$ 500,127.29	100%	\$ -	\$ 25,006.36
SCHEDULE E - 2A SANITARY FORCEMAIN								
1.	LIFT STATION (21.00 FT)	\$ 233,856.79	\$ 222,163.95	\$ -	\$ 222,163.95	95%	\$ 11,692.84	\$ 11,108.20
2.	CONNECT TO EXISTING 6" MAIN	\$ 2,207.21	\$ 2,207.21	\$ -	\$ 2,207.21	100%	\$ -	\$ 110.36
3.	6" C900 DR 18 PVC	\$ 230.60	\$ 230.60	\$ -	\$ 230.60	100%	\$ -	\$ 11.53
4.	4" C900 DR 18 PVC	\$ 8,440.96	\$ 8,440.96	\$ -	\$ 8,440.96	100%	\$ -	\$ 422.05
5.	LOCATOR TAPE	\$ 128.44	\$ 128.44	\$ -	\$ 128.44	100%	\$ -	\$ 6.42
6.	LOCATOR WIRE	\$ 849.68	\$ 849.68	\$ -	\$ 849.68	100%	\$ -	\$ 42.48
7.	PRESSURE TEST	\$ 3,000.37	\$ 3,000.37	\$ -	\$ 3,000.37	100%	\$ -	\$ 150.02
8.	JOINT RESTRAINTS	\$ 836.00	\$ 836.00	\$ -	\$ 836.00	100%	\$ -	\$ 41.80
9.	4" PLUG VALVE AND BOX	\$ 855.98	\$ 855.98	\$ -	\$ 855.98	100%	\$ -	\$ 42.80
10.	6" 22-1/2" MJ BEND	\$ 904.14	\$ 904.14	\$ -	\$ 904.14	100%	\$ -	\$ 45.21
11.	4" 90" MJ BEND	\$ 1,047.81	\$ 1,047.81	\$ -	\$ 1,047.81	100%	\$ -	\$ 52.39
12.	4" 45" MJ BEND	\$ 867.48	\$ 867.48	\$ -	\$ 867.48	100%	\$ -	\$ 33.37
13.	4" 11-1/4" MJ BEND	\$ 327.43	\$ 327.43	\$ -	\$ 327.43	100%	\$ -	\$ 16.37
14.	6" X 4" MJ REDUCER	\$ 417.89	\$ 417.89	\$ -	\$ 417.89	100%	\$ -	\$ 20.89
15.	AIR RELEASE VALVE - AUTOMATIC	\$ 3,628.28	\$ 3,628.28	\$ -	\$ 3,628.28	100%	\$ -	\$ 181.41
TOTAL SCHEDULE E - 2A SANITARY FORCEMAIN		\$ 257,399.06	\$ 245,706.22	\$ -	\$ 245,706.22	95%	\$ 11,692.84	\$ 12,285.30
SCHEDULE F - 2A WATER POTABLE								
1.	CONNECT TO EXISTING 6" MAIN	\$ 4,628.32	\$ -	\$ 4,628.32	\$ 4,628.32	100%	\$ -	\$ 231.42
2.	TEMPORARY CONNECTION ASSEMBLY	\$ 3,975.69	\$ 3,975.69	\$ -	\$ 3,975.69	100%	\$ -	\$ 198.78
3.	6" C900 DR 18 PVC	\$ 120,245.76	\$ 120,245.76	\$ -	\$ 120,245.76	100%	\$ -	\$ 6,012.29
4.	6" C900 DR 18 PVC	\$ 3,320.64	\$ 3,320.64	\$ -	\$ 3,320.64	100%	\$ -	\$ 166.03

SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
5.	4" C900 DR 18 PVC	\$ 5,345.36	\$ 5,345.36	\$ -	\$ 5,345.36	100%	\$ -	\$ 267.27
6.	2" SDR 21 PVC	\$ 113.80	\$ 113.80	\$ -	\$ 113.80	100%	\$ -	\$ 5.69
7.	LOCATOR TAPE	\$ 1,243.35	\$ 1,243.35	\$ -	\$ 1,243.35	100%	\$ -	\$ 62.17
8.	LOCATOR WIRE	\$ 7,111.34	\$ 7,111.34	\$ -	\$ 7,111.34	100%	\$ -	\$ 355.57
9.	PRESSURE TEST AND CHLORINATION SAMPLING POINT	\$ 4,029.49	\$ 4,029.49	\$ -	\$ 4,029.49	100%	\$ -	\$ 201.47
10.		\$ 901.00	\$ 901.00	\$ -	\$ 901.00	100%	\$ -	\$ 45.05
11.	JOINT RESTRAINTS	\$ 20,128.43	\$ 20,128.43	\$ -	\$ 20,128.43	100%	\$ -	\$ 1,006.42
12.	8" GATE VALVE AND BOX	\$ 46,919.68	\$ 46,919.68	\$ -	\$ 46,919.68	100%	\$ -	\$ 2,345.98
13.	6" GATE VALVE AND BOX	\$ 3,087.65	\$ 3,087.65	\$ -	\$ 3,087.65	100%	\$ -	\$ 153.38
14.	4" GATE VALVE AND BOX	\$ 4,265.50	\$ 4,265.50	\$ -	\$ 4,265.50	100%	\$ -	\$ 213.28
15.	2" GATE VALVE AND BOX	\$ 564.48	\$ 564.48	\$ -	\$ 564.48	100%	\$ -	\$ 28.22
16.	1" GATE VALVE AND BOX	\$ 492.69	\$ 492.69	\$ -	\$ 492.69	100%	\$ -	\$ 24.63
17.	8" MJ CROSS	\$ 580.35	\$ 580.35	\$ -	\$ 580.35	100%	\$ -	\$ 28.02
18.	8" MJ TEE	\$ 2,824.44	\$ 2,824.44	\$ -	\$ 2,824.44	100%	\$ -	\$ 141.22
19.	8" X 6" MJ TEE	\$ 420.76	\$ 420.76	\$ -	\$ 420.76	100%	\$ -	\$ 21.04
20.	8" X 4" MJ TEE	\$ 406.40	\$ 406.40	\$ -	\$ 406.40	100%	\$ -	\$ 20.32
21.	8" X 2" MJ TAPT TEE	\$ 433.35	\$ 433.35	\$ -	\$ 433.35	100%	\$ -	\$ 21.67
22.	6" X 4" MJ TEE	\$ 333.61	\$ 333.61	\$ -	\$ 333.61	100%	\$ -	\$ 16.68
23.	8" 45° MJ BEND	\$ 5,578.56	\$ 5,578.56	\$ -	\$ 5,578.56	100%	\$ -	\$ 278.93
24.	8" 22-1/2° MJ BEND	\$ 3,347.52	\$ 3,347.52	\$ -	\$ 3,347.52	100%	\$ -	\$ 167.38
25.	8" 11-1/4° MJ BEND	\$ 1,474.90	\$ 1,474.90	\$ -	\$ 1,474.90	100%	\$ -	\$ 73.75
26.	4" 22-1/2° MJ BEND	\$ 2,030.16	\$ 2,030.16	\$ -	\$ 2,030.16	100%	\$ -	\$ 101.51
27.	4" 11-1/4° MJ BEND	\$ 365.68	\$ 365.68	\$ -	\$ 365.68	100%	\$ -	\$ 18.28
28.	8" X 6" MJ REDUCER	\$ 528.34	\$ 528.34	\$ -	\$ 528.34	100%	\$ -	\$ 26.42
29.	8" X 4" MJ REDUCER	\$ 502.32	\$ 502.32	\$ -	\$ 502.32	100%	\$ -	\$ 25.12
30.	6" X 4" MJ REDUCER	\$ 201.10	\$ 201.10	\$ -	\$ 201.10	100%	\$ -	\$ 10.06
31.	FIRE HYDRANT ASSEMBLY (8" MAIN)	\$ 45,365.10	\$ 45,365.10	\$ -	\$ 45,365.10	100%	\$ -	\$ 2,268.26
32.	FIRE HYDRANT FLOW TEST AND COLOR CODE	\$ 2,093.00	\$ -	\$ 2,093.00	\$ 2,093.00	100%	\$ -	\$ 104.65
33.	BLOWOFF ASSEMBLY	\$ 611.08	\$ 611.08	\$ -	\$ 611.08	100%	\$ -	\$ 30.55
34.	SINGLE SERVICE - SHORT	\$ 5,840.20	\$ 5,840.20	\$ -	\$ 5,840.20	100%	\$ -	\$ 292.01
35.	SINGLE SERVICE - LONG	\$ 7,452.27	\$ 7,452.27	\$ -	\$ 7,452.27	100%	\$ -	\$ 372.61
36.	DOUBLE SERVICE - SHORT *	\$ 21,673.08	\$ 21,673.08	\$ -	\$ 21,673.08	100%	\$ -	\$ 1,083.68
37.	DOUBLE SERVICE - LONG	\$ 17,835.30	\$ 17,835.30	\$ -	\$ 17,835.30	100%	\$ -	\$ 891.77
38.	SCHEDULE 40 PVC SLEEVES							
A.	2"	\$ 299.16	\$ 299.16	\$ -	\$ 299.16	100%	\$ -	\$ 14.96
B.	6"	\$ 525.14	\$ 525.14	\$ -	\$ 525.14	100%	\$ -	\$ 26.26
C.	8"	\$ 462.07	\$ 462.07	\$ -	\$ 462.07	100%	\$ -	\$ 23.10
D.	COMMON TRENCH FOR IRRIGATION SLEEVES	\$ 1,372.34	\$ 1,372.34	\$ -	\$ 1,372.34	100%	\$ -	\$ 68.62
E.	TRENCH MARKERS	\$ 238.02	\$ 238.02	\$ -	\$ 238.02	100%	\$ -	\$ 11.90
TOTAL SCHEDULE F - 2A WATER POTABLE		\$ 349,128.03	\$ 342,406.71	\$ 6,721.32	\$ 349,128.03	100%	\$ -	\$ 17,456.42
SCHEDULE G - 2A WATER RECLAIMED								
1.	CONNECT TO EXISTING 8" MAIN	\$ 4,404.64	\$ 4,484.04	\$ -	\$ 4,464.64	100%	\$ -	\$ 223.23
2.	8" C900 DR 18 PVC	\$ 41,305.92	\$ 41,305.92	\$ -	\$ 41,305.92	100%	\$ -	\$ 2,065.30
3.	6" C900 DR 18 PVC	\$ 58,353.33	\$ 58,353.33	\$ -	\$ 58,353.33	100%	\$ -	\$ 2,917.67
4.	4" C900 DR 18 PVC	\$ 4,649.16	\$ 4,649.16	\$ -	\$ 4,649.16	100%	\$ -	\$ 232.46
5.	LOCATOR TAPE	\$ 1,216.20	\$ 1,216.20	\$ -	\$ 1,216.20	100%	\$ -	\$ 60.81
6.	LOCATOR WIRE	\$ 6,972.88	\$ 6,972.88	\$ -	\$ 6,972.88	100%	\$ -	\$ 348.64
7.	PRESSURE TEST	\$ 3,796.93	\$ 3,796.93	\$ -	\$ 3,796.93	100%	\$ -	\$ 189.05
8.	JOINT RESTRAINTS	\$ 11,983.54	\$ 11,983.54	\$ -	\$ 11,983.54	100%	\$ -	\$ 599.18
9.	8" GATE VALVE AND BOX	\$ 20,527.36	\$ 20,527.36	\$ -	\$ 20,527.36	100%	\$ -	\$ 1,026.37
10.	6" GATE VALVE AND BOX	\$ 16,380.80	\$ 16,380.80	\$ -	\$ 16,380.80	100%	\$ -	\$ 818.04
11.	4" GATE VALVE AND BOX	\$ 2,559.30	\$ 2,559.30	\$ -	\$ 2,559.30	100%	\$ -	\$ 127.97
12.	2" GATE VALVE AND BOX	\$ 564.48	\$ 564.48	\$ -	\$ 564.48	100%	\$ -	\$ 28.22
13.	8" MJ CROSS	\$ 566.09	\$ 566.09	\$ -	\$ 566.09	100%	\$ -	\$ 28.30
14.	8" MJ TEE	\$ 941.48	\$ 941.48	\$ -	\$ 941.48	100%	\$ -	\$ 47.07
15.	8" X 6" MJ TEE	\$ 1,266.63	\$ 1,266.63	\$ -	\$ 1,266.63	100%	\$ -	\$ 63.33
16.	8" X 4" MJ TEE	\$ 433.35	\$ 433.35	\$ -	\$ 433.35	100%	\$ -	\$ 21.67
17.	8" MJ TEE	\$ 711.60	\$ 711.60	\$ -	\$ 711.60	100%	\$ -	\$ 35.58
18.	4" MJ TEE	\$ 260.24	\$ 260.24	\$ -	\$ 260.24	100%	\$ -	\$ 13.01
19.	8" 45° MJ BEND	\$ 6,140.80	\$ 6,140.80	\$ -	\$ 6,140.80	100%	\$ -	\$ 307.04
20.	8" 22-1/2° MJ BEND	\$ 608.64	\$ 608.64	\$ -	\$ 608.64	100%	\$ -	\$ 30.43
21.	8" 11-1/4° MJ BEND	\$ 1,191.40	\$ 1,191.40	\$ -	\$ 1,191.40	100%	\$ -	\$ 59.57
22.	6" 45° MJ BEND	\$ 8,154.56	\$ 8,154.56	\$ -	\$ 8,154.56	100%	\$ -	\$ 407.73
23.	6" 22-1/2° MJ BEND	\$ 699.69	\$ 699.69	\$ -	\$ 699.69	100%	\$ -	\$ 34.98
24.	4" 90° MJ BEND	\$ 195.97	\$ 195.97	\$ -	\$ 195.97	100%	\$ -	\$ 9.80
25.	4" 45° MJ BEND	\$ 1,308.97	\$ 1,308.97	\$ -	\$ 1,308.97	100%	\$ -	\$ 65.35
26.	8" X 6" MJ REDUCER	\$ 1,068.12	\$ 1,068.12	\$ -	\$ 1,068.12	100%	\$ -	\$ 53.41
27.	6" X 4" MJ REDUCER	\$ 603.30	\$ 603.30	\$ -	\$ 603.30	100%	\$ -	\$ 30.17

SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
28.	BLOWOFF ASSEMBLY	\$ 611.08	\$ 611.08	\$ -	\$ 611.08	100%	\$ -	\$ 30.55
29.	SINGLE SERVICE - SHORT	\$ 2,847.87	\$ 2,847.87	\$ -	\$ 2,847.87	100%	\$ -	\$ 142.39
30.	SINGLE SERVICE - LONG	\$ 2,223.54	\$ 2,223.54	\$ -	\$ 2,223.54	100%	\$ -	\$ 111.18
31.	DOUBLE SERVICE - SHORT	\$ 28,442.98	\$ 28,442.98	\$ -	\$ 28,442.98	100%	\$ -	\$ 1,422.15
32.	DOUBLE SERVICE - LONG	\$ 31,425.56	\$ 31,425.56	\$ -	\$ 31,425.56	100%	\$ -	\$ 1,571.28
TOTAL SCHEDULE G - 2A WATER RECLAIMED		\$ 262,454.41	\$ 262,454.41	\$ -	\$ 262,454.41	100%	\$ -	\$ 13,122.73
SCHEDULE H - 2B EARTHWORK								
1.	GENERAL REQUIREMENTS	\$ 29,574.69	\$ 29,574.69	\$ -	\$ 29,574.69	100%	\$ -	\$ 1,478.73
2.	TEMPORARY CONSTRUCTION ENTRANCE	\$ 2,044.50	\$ 2,044.50	\$ -	\$ 2,044.50	100%	\$ -	\$ 102.23
3.	SILT FENCE							
A.	MAINTENANCE	\$ 2,787.92	\$ 2,829.52	\$ -	\$ 2,829.52	95%	\$ 138.40	\$ 131.48
B.	REMOVE AND DISPOSE OFFSITE	\$ 194.24	\$ -	\$ -	\$ -	0%	\$ 194.24	\$ -
4.	SITE EXCAVATION AND GRADING	\$ 24,023.07	\$ 24,023.07	\$ -	\$ 24,023.07	100%	\$ -	\$ 1,201.15
5.	SOD - BAHIA							
A.	SWALES	\$ 2,145.00	\$ 2,145.00	\$ -	\$ 2,145.00	100%	\$ -	\$ 107.25
B.	SOD BEHIND CURB	\$ 2,559.00	\$ 2,559.00	\$ -	\$ 2,559.00	100%	\$ -	\$ 127.95
6.	SEED AND MULCH							
A.	LOTS	\$ 7,981.92	\$ 7,981.92	\$ -	\$ 7,981.92	100%	\$ -	\$ 399.10
B.	RIGHT OF WAY	\$ 1,200.24	\$ 1,200.24	\$ -	\$ 1,200.24	100%	\$ -	\$ 60.01
7.	CONSTRUCTION STAKING AND AS-BUILTS	\$ 40,753.52	\$ 40,753.52	\$ -	\$ 40,753.52	100%	\$ -	\$ 2,037.68
TOTAL SCHEDULE H - 2B EARTHWORK		\$ 113,244.10	\$ 112,911.46	\$ -	\$ 112,911.46	100%	\$ 332.64	\$ 5,645.58
SCHEDULE I - 2B PAVING								
1.	CONNECT TO EXISTING ASPHALT PAVEMENT	\$ 2,822.44	\$ 2,822.44	\$ -	\$ 2,822.44	100%	\$ -	\$ 141.12
2.	RESIDENTIAL ROAD							
A.	1-1/2" ASPHALT, TYPE SP-9.5	\$ 43,451.10	\$ 43,451.10	\$ -	\$ 43,451.10	100%	\$ -	\$ 2,172.56
B.	8" SOIL CEMENT (CEMENT ENHANCED LIMEROCK - 300 PSI)	\$ 71,014.02	\$ 71,014.02	\$ -	\$ 71,014.02	100%	\$ -	\$ 3,550.70
C.	12" COMPACTED SUBGRADE (LBR 20) (98%)	\$ 3,950.10	\$ 3,950.10	\$ -	\$ 3,950.10	100%	\$ -	\$ 197.51
3.	2' VALLEY GUTTER (MIAMI)	\$ 25,248.82	\$ 25,248.82	\$ -	\$ 25,248.82	100%	\$ -	\$ 1,282.34
4.	TYPE "D" CURB	\$ 9,720.13	\$ 9,720.13	\$ -	\$ 9,720.13	100%	\$ -	\$ 486.01
5.	TYPE "F" CURB AND GUTTER	\$ 881.22	\$ 881.22	\$ -	\$ 881.22	100%	\$ -	\$ 44.06
6.	DROP CURB	\$ 8,594.90	\$ 8,594.90	\$ -	\$ 8,594.90	100%	\$ -	\$ 429.75
7.	CURB TRANSITION	\$ 3,050.91	\$ 3,050.91	\$ -	\$ 3,050.91	100%	\$ -	\$ 152.55
8.	6" STABILIZED SUBGRADE UNDER CURB (LBR40)	\$ 5,472.00	\$ 5,472.00	\$ -	\$ 5,472.00	100%	\$ -	\$ 273.60
9.	DEAD END BARRICADE - INSTALL	\$ 930.24	\$ 930.24	\$ -	\$ 930.24	100%	\$ -	\$ 46.51
10.	DEAD END BARRICADE - REMOVE	\$ 403.06	\$ 403.06	\$ -	\$ 403.06	100%	\$ -	\$ 20.15
11.	SIGNAGE AND PAVEMENT MARKING	\$ 6,279.12	\$ 6,279.12	\$ -	\$ 6,279.12	100%	\$ -	\$ 313.96
12.	MAINTENANCE OF TRAFFIC	\$ 1,435.94	\$ 1,435.94	\$ -	\$ 1,435.94	100%	\$ -	\$ 71.80
TOTAL SCHEDULE I - 2B PAVING		\$ 183,252.00	\$ 183,252.00	\$ -	\$ 183,252.00	100%	\$ -	\$ 9,162.62
SCHEDULE J - 2B STORM								
1.	12" CLASS III RCP	\$ 33,988.32	\$ 33,988.32	\$ -	\$ 33,988.32	100%	\$ -	\$ 1,698.42
2.	18" CLASS III RCP	\$ 18,690.78	\$ 18,690.78	\$ -	\$ 18,690.78	100%	\$ -	\$ 934.54
3.	24" CLASS III RCP	\$ 18,394.20	\$ 18,394.20	\$ -	\$ 18,394.20	100%	\$ -	\$ 919.71
4.	30" CLASS III RCP	\$ 28,151.20	\$ 28,151.20	\$ -	\$ 28,151.20	100%	\$ -	\$ 1,407.56
5.	DEWATERING OR STONE BEDDING	\$ 17,574.48	\$ 17,574.48	\$ -	\$ 17,574.48	100%	\$ -	\$ 878.72
6.	STORM SEWER INSPECTION	\$ 14,334.74	\$ 14,334.74	\$ -	\$ 14,334.74	100%	\$ -	\$ 716.74
7.	RCP - ERCP FES							
A.	30"	\$ 2,399.21	\$ 2,399.21	\$ -	\$ 2,399.21	100%	\$ -	\$ 119.96
8.	COFFER DAM	\$ 849.93	\$ 849.93	\$ -	\$ 849.93	100%	\$ -	\$ 42.50
9.	RIP-RAP	\$ 1,517.12	\$ 1,517.12	\$ -	\$ 1,517.12	100%	\$ -	\$ 75.86
10.	YARD DRAIN	\$ 15,884.99	\$ 15,884.99	\$ -	\$ 15,884.99	100%	\$ -	\$ 794.25
11.	TYPE "C" INLET	\$ 2,185.02	\$ 2,185.02	\$ -	\$ 2,185.02	100%	\$ -	\$ 109.25
12.	TYPE "1" CURB INLET	\$ 31,992.88	\$ 31,992.88	\$ -	\$ 31,992.88	100%	\$ -	\$ 1,599.64
13.	INLET PROTECTION	\$ 2,191.80	\$ 2,191.80	\$ -	\$ 2,191.80	100%	\$ -	\$ 109.58
14.	TYPE "P" MANHOLE	\$ 8,101.83	\$ 8,101.83	\$ -	\$ 8,101.83	100%	\$ -	\$ 405.08
TOTAL SCHEDULE J - 2B STORM		\$ 196,236.50	\$ 196,236.50	\$ -	\$ 196,236.50	100%	\$ -	\$ 9,911.83
SCHEDULE K - 2B SANITARY								
1.	CONNECT TO EXISTING MANHOLE (6.64 - 8.36 FT)	\$ 9,335.40	\$ 9,335.40	\$ -	\$ 9,335.40	100%	\$ -	\$ 466.77
2.	8" SDR 26 PVC							

BILL TO: FORESTAR RE GROUP
 PROJECT: ASHBERRY VILLAGE PH2
 PROJECT #: 0070-02

APPLICATION NO.: 16
 APPLICATION DATE: 8/15/2021
 PERIOD TO: 8/15/2021
 GC/OWNER'S NO.:

SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
A.	0-6 FT	\$ 6,752.84	\$ 6,752.84	\$ -	\$ 6,752.84	100%	\$ -	\$ 337.64
B.	6-8 FT	\$ 10,033.88	\$ 10,033.88	\$ -	\$ 10,033.88	100%	\$ -	\$ 501.69
C.	8-10 FT	\$ 2,659.30	\$ 2,659.30	\$ -	\$ 2,659.30	100%	\$ -	\$ 132.07
3.	LOCATOR TAPE	\$ 291.60	\$ 291.60	\$ -	\$ 291.60	100%	\$ -	\$ 14.58
4.	DEWATERING OR STONE BEDDING (< 18FT)	\$ 8,553.60	\$ 8,553.60	\$ -	\$ 8,553.60	100%	\$ -	\$ 427.68
5.	EXFILTRATION/INFILTRATION TESTING	\$ 1,414.80	\$ 1,414.80	\$ -	\$ 1,414.80	100%	\$ -	\$ 70.74
6.	SANITARY SEWER INSPECTION	\$ 2,743.20	\$ 2,743.20	\$ -	\$ 2,743.20	100%	\$ -	\$ 137.16
7.	4" SANITARY MANHOLE							
A.	0-6 FT	\$ 5,005.26	\$ 5,005.26	\$ -	\$ 5,005.26	100%	\$ -	\$ 250.26
B.	6-8 FT	\$ 5,676.34	\$ 5,676.34	\$ -	\$ 5,676.34	100%	\$ -	\$ 283.82
8.	MANHOLE JOINT SEALANT	\$ 2,631.52	\$ 2,631.52	\$ -	\$ 2,631.52	100%	\$ -	\$ 131.58
9.	MANHOLE INFLOW PROTECTION - HDPE	\$ 341.98	\$ 170.98	\$ -	\$ 170.98	50%	\$ 170.98	\$ 8.55
10.	DOUBLE SERVICE	\$ 31,871.80	\$ 31,871.80	\$ -	\$ 31,871.80	100%	\$ -	\$ 1,593.59
11.	6" PLUG AND SERVICE MARKER	\$ 936.10	\$ 936.10	\$ -	\$ 936.10	100%	\$ -	\$ 46.81
TOTAL SCHEDULE K - 2B SANITARY		\$ 88,247.60	\$ 88,076.62	\$ -	\$ 88,076.62	100%	\$ 170.98	\$ 4,403.84
SCHEDULE L - 2B WATER POTABLE								
1.	CONNECT TO EXISTING 8" MAIN	\$ 4,464.64	\$ -	\$ 4,464.64	\$ 4,464.64	100%	\$ -	\$ 223.23
2.	CONNECT TO EXISTING 4" MAIN	\$ 3,739.88	\$ -	\$ 3,739.88	\$ 3,739.88	100%	\$ -	\$ 186.98
3.	TEMPORARY CONNECTION ASSEMBLY	\$ 3,975.09	\$ 3,975.09	\$ -	\$ 3,975.09	100%	\$ -	\$ 198.78
4.	8" C900 DR 18 PVC	\$ 10,542.72	\$ 10,542.72	\$ -	\$ 10,542.72	100%	\$ -	\$ 527.14
5.	6" C900 DR 18 PVC	\$ 3,320.64	\$ 3,320.64	\$ -	\$ 3,320.64	100%	\$ -	\$ 166.03
6.	4" C900 DR 18 PVC	\$ 14,239.76	\$ 14,239.76	\$ -	\$ 14,239.76	100%	\$ -	\$ 711.99
7.	LOCATOR TAPE	\$ 385.05	\$ 385.05	\$ -	\$ 385.05	100%	\$ -	\$ 19.25
8.	LOCATOR WIRE	\$ 2,207.82	\$ 2,207.82	\$ -	\$ 2,207.82	100%	\$ -	\$ 110.38
9.	PRESSURE TEST AND CHLORINATION	\$ 4,029.49	\$ 4,029.49	\$ -	\$ 4,029.49	100%	\$ -	\$ 201.47
10.	SAMPLING POINT	\$ 901.00	\$ 901.00	\$ -	\$ 901.00	100%	\$ -	\$ 45.05
11.	JOINT RESTRAINTS	\$ 7,962.59	\$ 7,962.59	\$ -	\$ 7,962.59	100%	\$ -	\$ 398.13
12.	8" GATE VALVE AND BOX	\$ 5,864.96	\$ 5,864.96	\$ -	\$ 5,864.96	100%	\$ -	\$ 293.25
13.	6" GATE VALVE AND BOX	\$ 2,045.10	\$ 2,045.10	\$ -	\$ 2,045.10	100%	\$ -	\$ 102.26
14.	4" GATE VALVE AND BOX	\$ 10,237.20	\$ 10,237.20	\$ -	\$ 10,237.20	100%	\$ -	\$ 511.86
15.	8" X 6" MJ TEE	\$ 841.52	\$ 841.52	\$ -	\$ 841.52	100%	\$ -	\$ 42.08
16.	4" MJ TEE	\$ 1,040.96	\$ 1,040.96	\$ -	\$ 1,040.96	100%	\$ -	\$ 52.05
17.	8" 45" MJ BEND	\$ 819.84	\$ 819.84	\$ -	\$ 819.84	100%	\$ -	\$ 30.99
18.	4" 45" MJ BEND	\$ 1,493.68	\$ 1,493.68	\$ -	\$ 1,493.68	100%	\$ -	\$ 74.68
19.	8" X 6" MJ REDUCER	\$ 534.00	\$ 534.00	\$ -	\$ 534.00	100%	\$ -	\$ 26.70
20.	FIRE HYDRANT ASSEMBLY (8" MAIN)	\$ 9,073.02	\$ 9,073.02	\$ -	\$ 9,073.02	100%	\$ -	\$ 453.65
21.	FIRE HYDRANT ASSEMBLY (6" MAIN)	\$ 4,392.91	\$ 4,392.91	\$ -	\$ 4,392.91	100%	\$ -	\$ 219.65
22.	FIRE HYDRANT FLOW TEST AND COLOR CODE	\$ 827.90	\$ -	\$ 827.90	\$ 827.90	100%	\$ -	\$ 31.40
23.	BLOWOFF ASSEMBLY	\$ 811.08	\$ 811.08	\$ -	\$ 811.08	100%	\$ -	\$ 30.55
24.	SINGLE SERVICE - SHORT	\$ 4,088.14	\$ 4,088.14	\$ -	\$ 4,088.14	100%	\$ -	\$ 204.41
25.	SINGLE SERVICE - LONG	\$ 2,838.96	\$ 2,838.96	\$ -	\$ 2,838.96	100%	\$ -	\$ 141.95
26.	DOUBLE SERVICE - SHORT *	\$ 10,836.84	\$ 10,836.84	\$ -	\$ 10,836.84	100%	\$ -	\$ 541.84
27.	DOUBLE SERVICE - LONG	\$ 3,397.20	\$ 3,397.20	\$ -	\$ 3,397.20	100%	\$ -	\$ 169.86
28.	SCHEDULE 40 PVC SLEEVES							
A.	2"	\$ 725.76	\$ 725.76	\$ -	\$ 725.76	100%	\$ -	\$ 36.29
B.	6"	\$ 1,527.68	\$ 1,527.68	\$ -	\$ 1,527.68	100%	\$ -	\$ 76.38
C.	COMMON TRENCH FOR IRRIGATION SLEEVES	\$ 2,605.12	\$ 2,605.12	\$ -	\$ 2,605.12	100%	\$ -	\$ 130.26
D.	TRENCH MARKERS	\$ 317.36	\$ 317.36	\$ -	\$ 317.36	100%	\$ -	\$ 15.87
TOTAL SCHEDULE L - 2B WATER POTABLE		\$ 119,488.17	\$ 110,855.95	\$ 8,832.22	\$ 119,488.17	100%	\$ -	\$ 5,974.41
SCHEDULE M - OFFSITE EARTHWORK								
1.	GENERAL REQUIREMENTS	\$ 16,420.00	\$ 16,420.00	\$ -	\$ 16,420.00	100%	\$ -	\$ 821.00
2.	MOBILIZATION	\$ 9,800.00	\$ 9,800.00	\$ -	\$ 9,800.00	100%	\$ -	\$ 490.00
3.	DEMOLITION - REMOVE & DISPOSE OFFSITE							
A.	ASPHALT AND BASE	\$ 5,184.00	\$ 5,184.00	\$ -	\$ 5,184.00	100%	\$ -	\$ 259.20
B.	CONCRETE SIDEWALK	\$ 13,428.00	\$ 13,428.00	\$ -	\$ 13,428.00	100%	\$ -	\$ 671.30
4.	SILT FENCE							
A.	INSTALLATION	\$ 734.40	\$ 734.40	\$ -	\$ 734.40	100%	\$ -	\$ 36.72
B.	MAINTENANCE	\$ 56.70	\$ 56.70	\$ -	\$ 56.70	100%	\$ -	\$ 2.84
C.	REMOVE AND DISPOSE OFFSITE	\$ 29.70	\$ 29.70	\$ -	\$ 29.70	100%	\$ -	\$ 1.49
5.	STRIP TOPSOIL	\$ 4,365.60	\$ 4,365.60	\$ -	\$ 4,365.60	100%	\$ -	\$ 218.28
6.	SITE EXCAVATION AND GRADING	\$ 16,380.00	\$ 16,380.00	\$ -	\$ 16,380.00	100%	\$ -	\$ 819.00
7.	OFFSITE FILL (ROADWAY) - PLACE AND COMPACT	\$ 14,227.00	\$ 14,227.00	\$ -	\$ 14,227.00	100%	\$ -	\$ 711.35
8.	SOD - BAHIA							
A.	RIGHT OF WAY	\$ 7,800.00	\$ 7,800.00	\$ -	\$ 7,800.00	100%	\$ -	\$ 390.00
9.	CONSTRUCTION STAKING AND AS-BUILTS	\$ 12,800.00	\$ 12,800.00	\$ -	\$ 12,800.00	100%	\$ -	\$ 640.00

BILL TO: FORESTAR RE GROUP
 PROJECT: ASHBERRY VILLAGE PH2
 PROJECT #: 0070-02

APPLICATION NO.: 16
 APPLICATION DATE: 8/15/2021
 PERIOD TO: 8/15/2021
 GC/OWNER'S NO.:

SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
TOTAL SCHEDULE M - OFFSITE EARTHWORK		\$ 101,223.40	\$ 101,223.40	\$ -	\$ 101,223.40	100%	\$ -	\$ 5,061.18
SCHEDULE N - OFFSITE PAVING								
1.	3/4" ASPHALT MILLING	\$ 5,897.98	\$ 5,897.98	\$ -	\$ 5,897.98	100%	\$ -	\$ 294.90
2.	3/4" ASPHALT, TYPE FC-5 - OVERLAY	\$ 1,518.00	\$ 1,518.00	\$ -	\$ 1,518.00	100%	\$ -	\$ 75.90
3.	SAW CUT EXISTING PAVEMENT - ASPHALT	\$ 2,486.77	\$ 2,486.77	\$ -	\$ 2,486.77	100%	\$ -	\$ 124.34
4.	<u>TURN LANE / WIDENING</u>							
A.	3/4" ASPHALT, TYPE FC-5 - OVERLAY	\$ 22,517.00	\$ 22,517.00	\$ -	\$ 22,517.00	100%	\$ -	\$ 1,125.85
B.	3" ASPHALT, TYPE SP-12.5	\$ 26,557.60	\$ 26,557.60	\$ -	\$ 26,557.60	100%	\$ -	\$ 1,327.88
C.	6-1/2" ASPHALT, TYPE B-12.5	\$ 51,361.90	\$ 51,361.90	\$ -	\$ 51,361.90	100%	\$ -	\$ 2,568.10
D.	6" ASPHALT, TYPE B-12.5	\$ 49,964.60	\$ 49,964.60	\$ -	\$ 49,964.60	100%	\$ -	\$ 2,498.23
5.	<u>PAVED SHOULDER</u>							
A.	3/4" ASPHALT, TYPE FC-5 - OVERLAY	\$ 3,036.00	\$ 3,036.00	\$ -	\$ 3,036.00	100%	\$ -	\$ 151.80
B.	1" ASPHALT, TYPE SP-12.5	\$ 1,611.80	\$ 1,611.80	\$ -	\$ 1,611.80	100%	\$ -	\$ 80.58
C.	4" ASPHALT, TYPE B-12.5	\$ 6,225.60	\$ 6,225.60	\$ -	\$ 6,225.60	100%	\$ -	\$ 311.28
D.	6" ASPHALT, TYPE B-12.5	\$ 6,736.80	\$ 6,736.80	\$ -	\$ 6,736.80	100%	\$ -	\$ 336.64
6.	<u>TURN LANE / WIDENING AT ENTRANCE</u>							
A.	3" ASPHALT, TYPE SP-12.5	\$ 9,399.60	\$ 9,399.60	\$ -	\$ 9,399.60	100%	\$ -	\$ 469.98
B.	6-1/2" ASPHALT, TYPE B-12.5	\$ 18,178.65	\$ 18,178.65	\$ -	\$ 18,178.65	100%	\$ -	\$ 908.93
C.	6" ASPHALT, TYPE B-12.5	\$ 17,684.10	\$ 17,684.10	\$ -	\$ 17,684.10	100%	\$ -	\$ 864.21
7.	<u>PAVED SHOULDER AT ENTRANCE</u>							
A.	1" ASPHALT, TYPE SP-12.5	\$ 1,007.25	\$ 1,007.25	\$ -	\$ 1,007.25	100%	\$ -	\$ 50.36
B.	4" ASPHALT, TYPE B-12.5	\$ 3,891.00	\$ 3,891.00	\$ -	\$ 3,891.00	100%	\$ -	\$ 194.55
C.	6" ASPHALT, TYPE B-12.5	\$ 4,210.50	\$ 4,210.50	\$ -	\$ 4,210.50	100%	\$ -	\$ 210.53
8.	12" STABILIZED SHOULDER (LBR 40)	\$ 3,852.70	\$ 3,852.70	\$ -	\$ 3,852.70	100%	\$ -	\$ 192.64
9.	4" SIDEWALK (FIBER REINFORCED)	\$ 17,388.00	\$ 17,388.00	\$ -	\$ 17,388.00	100%	\$ -	\$ 869.40
10.	ADA RAMPS	\$ 3,098.18	\$ 3,098.18	\$ -	\$ 3,098.18	100%	\$ -	\$ 154.91
11.	SIGNAGE AND PAVEMENT MARKING	\$ 14,403.86	\$ 14,403.86	\$ -	\$ 14,403.86	100%	\$ -	\$ 720.19
12.	MAINTENANCE OF TRAFFIC	\$ 33,006.17	\$ 33,006.17	\$ -	\$ 33,006.17	100%	\$ -	\$ 1,650.31
TOTAL SCHEDULE N - OFFSITE PAVING		\$ 304,033.86	\$ 304,033.86	\$ -	\$ 304,033.86	100%	\$ -	\$ 15,201.71
SCHEDULE O - OFFSITE STORM								
1.	MOBILIZATION/DEMOBILIZATION OF STORM PIPE CREW	\$ 4,174.44	\$ 4,174.44	\$ -	\$ 4,174.44	100%	\$ -	\$ 208.72
2.	24" CLASS III RCP	\$ 6,246.24	\$ 6,246.24	\$ -	\$ 6,246.24	100%	\$ -	\$ 312.31
3.	18" X 30" CLASS III ERCP	\$ 6,975.36	\$ 6,975.36	\$ -	\$ 6,975.36	100%	\$ -	\$ 348.77
4.	DEWATERING OR STONE BEDDING	\$ 2,418.64	\$ 2,418.64	\$ -	\$ 2,418.64	100%	\$ -	\$ 120.93
5.	STORM SEWER INSPECTION	\$ 2,026.64	\$ 2,026.64	\$ -	\$ 2,026.64	100%	\$ -	\$ 101.33
6.	<u>RCP MES</u>							
A.	24"	\$ 3,277.82	\$ 3,277.82	\$ -	\$ 3,277.82	100%	\$ -	\$ 163.89
B.	18" X 30" WITH GRATE	\$ 6,006.04	\$ 6,006.04	\$ -	\$ 6,006.04	100%	\$ -	\$ 300.30
7.	PERMANENT EROSION BLANKET	\$ 1,437.52	\$ 1,437.52	\$ -	\$ 1,437.52	100%	\$ -	\$ 71.88
TOTAL SCHEDULE O - OFFSITE STORM		\$ 32,562.70	\$ 32,562.70	\$ -	\$ 32,562.70	100%	\$ -	\$ 1,628.13
CONTRACT SUMMARY								
1.	SCHEDULE A - 2A EARTHWORK	\$ 2,328,701.34	\$ 2,280,045.33	\$ -	\$ 2,280,045.33	98%	\$ 48,656.01	\$ 114,002.29
2.	SCHEDULE B - 2A PAVING	\$ 782,091.48	\$ 699,015.01	\$ 4,935.35	\$ 703,950.36	90%	\$ 78,141.12	\$ 35,197.53
3.	SCHEDULE C - 2A STORM	\$ 973,951.02	\$ 971,035.31	\$ -	\$ 971,035.31	100%	\$ 2,915.71	\$ 48,551.79
4.	SCHEDULE D - 2A SANITARY GRAVITY	\$ 500,127.29	\$ 500,127.29	\$ -	\$ 500,127.29	100%	\$ -	\$ 25,006.36
5.	SCHEDULE E - 2A SANITARY FORCEMAIN	\$ 257,399.06	\$ 245,706.22	\$ -	\$ 245,706.22	95%	\$ 11,692.84	\$ 12,285.30
6.	SCHEDULE F - 2A WATER POTABLE	\$ 349,128.03	\$ 342,406.71	\$ 6,721.32	\$ 349,128.03	100%	\$ -	\$ 17,456.42
7.	SCHEDULE G - 2A WATER - RECLAIMED	\$ 262,454.41	\$ 262,454.41	\$ -	\$ 262,454.41	100%	\$ -	\$ 13,122.73
8.	SCHEDULE H - 2B EARTHWORK	\$ 113,244.10	\$ 112,911.46	\$ -	\$ 112,911.46	100%	\$ 332.64	\$ 5,645.58
9.	SCHEDULE I - 2B PAVING	\$ 183,252.00	\$ 183,252.00	\$ -	\$ 183,252.00	100%	\$ -	\$ 9,102.62
10.	SCHEDULE J - 2B STORM	\$ 196,236.50	\$ 196,236.50	\$ -	\$ 196,236.50	100%	\$ -	\$ 9,811.83
11.	SCHEDULE K - 2B SANITARY GRAVITY	\$ 88,247.60	\$ 88,076.62	\$ -	\$ 88,076.62	100%	\$ 170.98	\$ 4,403.84
12.	SCHEDULE L - 2B WATER	\$ 119,488.17	\$ 110,855.95	\$ 8,832.22	\$ 119,488.17	100%	\$ -	\$ 5,974.41
13.	SCHEDULE M - OFFSITE EARTHWORK	\$ 101,223.40	\$ 101,223.40	\$ -	\$ 101,223.40	100%	\$ -	\$ 5,061.18
14.	SCHEDULE N - OFFSITE PAVING	\$ 304,033.86	\$ 304,033.86	\$ -	\$ 304,033.86	100%	\$ -	\$ 15,201.71
15.	SCHEDULE O - OFFSITE STORM	\$ 32,562.70	\$ 32,562.70	\$ -	\$ 32,562.70	100%	\$ -	\$ 1,628.13
TOTAL ALL SCHEDULES		\$ 6,592,140.96	\$ 6,429,742.77	\$ 20,488.89	\$ 6,450,231.66	98%	\$ 141,909.30	\$ 322,511.71
TOTAL CHANGE ORDERS		\$ 6,850.00	\$ 6,850.00	\$ -	\$ 6,850.00	100%	\$ -	\$ 342.50

THE KEARNEY COMPANIES, LLC.
 9825 WES KEARNEY WAY
 RIVERVIEW, FL 33578
 (813) 421-8601

BILL TO: FORESTAR RE GROUP
 PROJECT: ASHBERRY VILLAGE PH2
 PROJECT #: 0070-02

APPLICATION NO.: 16
 APPLICATION DATE: 8/15/2021
 PERIOD TO: 8/15/2021
 GC/OWNER'S NO.:

SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
	ADJUSTED CONTRACT TOTAL	\$ 6,598,990.96	\$ 6,436,592.77	\$ 20,488.89	\$ 6,457,081.66	98%	\$ 141,909.30	\$ 322,854.08
CO#1	CHANGE ORDERS							
	ROADWAY REMOVAL/REPLACE AT ENTRY	\$ 6,850.00	\$ 6,850.00	\$ -	\$ 6,850.00	100%	\$ -	\$ 342.50
		\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	TOTAL CHANGE ORDERS	\$ 6,850.00	\$ 6,850.00	\$ -	\$ 6,850.00	100%	\$ -	\$ 342.50



Florida Department of Environmental Protection

Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

REQUEST FOR APPROVAL TO PLACE A DOMESTIC WASTEWATER COLLECTION/TRANSMISSION SYSTEM INTO OPERATION

PART I - INSTRUCTIONS

- (1) This form shall be completed and submitted to the appropriate DEP district office or delegated local program for all collection/transmission system projects required to obtain a construction permit in accordance with Chapter 62-604, F.A.C.
- (2) Newly constructed or modified collection/transmission facilities shall not be placed into service until the Department has cleared the project for use.
- (3) All information shall be typed or printed in ink, and all blanks must be filled.

PART II – PROJECT DOCUMENTATION

(1) Collection/Transmission System Permittee

Name Anthony Squitieri Title Division President
 Company Name Forestar USA Real Estate Group, Inc
 Address 4042 Park Oaks Blvd
 City Tampa, State FL Zip 33610
 Telephone 813-740-9720 Fax _____ Email John.garrity@forestar.com

(2) General Project Information

Project Name Ashberry Village Phase 2A
 Construction Permit No. 1560-51CS06-241.11 Dated January 25, 2021

Is the entire project included under the collection/transmission system permit substantially complete? Yes No (If approval is being requested to place a portion of the project into operation, attach a copy of the site plan or sketch that was submitted with the application showing the portion of the project which is substantially complete and for which approval is being requested.)

Description of Portion of Project for Which Approval is Being Requested (including pipe length, total number of manholes and total number of pump stations) - **Entire Permit**

Expected Date of Connection to Existing System or Treatment Plant as soon as accepted by Pasco County

(3) Treatment Plant Serving Collection/Transmission System

Name of Treatment Plant Serving Project Southeast Pasco WWTP
 County Pasco City Unincorporated
 DEP permit number FL 012737 Expiration Date pending

For Department Use Only

Date _____
 By _____

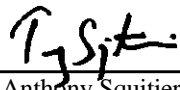
CLEARED FOR USE

PART III - CERTIFICATIONS

(1) Collection/Transmission System Permittee

I, the undersigned owner or authorized representative* of Forestar USA Real Estate Group, Inc certify that the engineer has provided us a copy of the record drawings for this project and if there is not already an existing applicable operation and maintenance (O&M) manual, one has been prepared for the new or modified facilities.

Also, I certify that, if we will not be the owner of this project after it is placed into service, we have provided a copy of the above mentioned record drawings and a copy of the above mentioned O&M manual, if applicable, to the person or system that will be the owner of this project after it is placed into service.

Signed  Date 3.19.21
Name Anthony Squitieri Title Division President

* Attach a letter of authorization.

(2) Owner of Collection/Transmission System After it is Placed into Service

I, the undersigned owner or authorized representative* of Pasco County Utilities Department certify that we accept the project as constructed and will be the owner of this project after it is placed into service. I agree to report any abnormal events in accordance with Rule 62-604.550, F.A.C. and promptly notify the Department if we sell or legally transfer ownership of the collection/transmission system. Also I certify that we agree to operate and maintain the facilities in accordance with the provisions of Chapter 403 Florida Statutes (F.S.) and applicable Department rules and that we have received a copy of the record drawings and O&M manual for this project and that these record drawings and O&M manual are available at the following location which is within the boundaries of the district office or delegated local program permitting the collection/transmission system:

Signed _____ Date _____
Name Charles Cullen, P.E., B.C.E.E. Title Eng & Cont Mgt Director (Public Infrastructure)
Company Name Pasco County Utilities Department
Address 19420 Central Boulevard
City Land O'Lakes State FL Zip 34637
Telephone (813) 235-6189 Fax (813) 929-1064 Email ccullen@pascocountyfl.net

* Attach a letter of authorization.

(3) Wastewater Facility Serving Collection/Transmission System

I, the undersigned owner or authorized representative* of the Southeast WWTP Wastewater facility hereby certify that the above referenced facility has adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules. Also, I certify that any connections associated with this project to the above referenced facility, which we operate and maintain, have been completed to our satisfaction and we have received a copy of the record drawings for this project.

Signed _____ Date _____
Name Charles Cullen, P.E., B.C.E.E. Title Eng & Cont Mgt Director (Public Infrastructure)
Address 19420 Central Boulevard
City Land O'Lakes State FL Zip 33654
Telephone (813) 235-6189 Fax (813) 929-1064 Email ccullen@pascocountyfl.net

* Attach a letter of authorization.

(4) Professional Engineer Registered in Florida

I, the undersigned professional engineer registered in Florida, certify the following:

- that this project has been constructed in accordance with the construction permit and engineering plans and specifications or that, to the best of my knowledge and belief, any deviations from the construction permit and engineering plans and specifications will not prevent this project from functioning in compliance with Chapter 62-604, F.A.C.;
- that the record drawings for this project are adequate and include substantial deviations** from the construction permit and engineering plans and specifications;
- that a copy of the record drawings has been provided to the permittee and to the wastewater treatment facility serving the collection/transmission system;
- that the O&M manual for this project has been prepared or examined by me, or by an individual(s) under my direct supervision, and that there is reasonable assurance, in my professional judgment, that the facilities, when properly maintained and operated in accordance with this manual, will function as intended; and
- that, to the best of my knowledge and belief, appropriate leakage tests have been performed and the new or modified facilities met the specified requirements.

This certification is based upon on-site observation of construction conducted by me or by a project representative under my direct supervision and upon a review of shop drawings, test results/records, and record drawings performed by me or by a project representative under my direct supervision.

The following is a description and explanation of substantial deviations** from the construction permit and engineering plans and specifications for the substantially completed portion of this project. (Attach additional sheets if necessary.)

 None

~~(Affix Seal)~~

Signed _____
Date _____

Name Jacob H. Sanders, P.E. Florida Registration No. 83385
 Company Name Clearview Land Design, P.L.
 Address 3010 W Azeele Street, Suite 150
 City Tampa, State FL Zip 33609
 Telephone (813) 223-3919 Fax _____ Email Carly.stillwell@clearviewland.com

** Substantial deviations are construction deviations greater than 10% from plans and specifications and any deviations which fall below minimum standards established in Rule 62-604, F.A.C.



Florida Department of Environmental Protection

Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

REQUEST FOR APPROVAL TO PLACE A DOMESTIC WASTEWATER COLLECTION/TRANSMISSION SYSTEM INTO OPERATION

PART I - INSTRUCTIONS

- (1) This form shall be completed and submitted to the appropriate DEP district office or delegated local program for all collection/transmission system projects required to obtain a construction permit in accordance with Chapter 62-604, F.A.C.
- (2) Newly constructed or modified collection/transmission facilities shall not be placed into service until the Department has cleared the project for use.
- (3) All information shall be typed or printed in ink, and all blanks must be filled.

PART II – PROJECT DOCUMENTATION

(1) Collection/Transmission System Permittee

Name Anthony Squitieri Title Division President
 Company Name Forestar USA Real Estate Group, Inc.
 Address 4042 Park Oaks Blvd
 City Tampa, State FL Zip 33610
 Telephone 813-740-9720 Fax _____ Email johngarrity@forestar.com

(2) General Project Information

Project Name Ashberry Village Phase 2B
 Construction Permit No. 1558-51CS06-241.12 Dated January 25, 2021

Is the entire project included under the collection/transmission system permit substantially complete? Yes No (If approval is being requested to place a portion of the project into operation, attach a copy of the site plan or sketch that was submitted with the application showing the portion of the project which is substantially complete and for which approval is being requested.)

Description of Portion of Project for Which Approval is Being Requested (including pipe length, total number of manholes and total number of pump stations) - **Entire Permit**

Expected Date of Connection to Existing System or Treatment Plant as soon as accepted by Pasco County

(3) Treatment Plant Serving Collection/Transmission System

Name of Treatment Plant Serving Project Southeast Pasco WWTP
 County Pasco City Unincorporated
 DEP permit number FL 012737 Expiration Date pending

For Department Use Only

Date _____
 By _____


CLEARED FOR USE

PART III - CERTIFICATIONS

(1) Collection/Transmission System Permittee

I, the undersigned owner or authorized representative* of Forestar USA Real Estate Group, Inc certify that the engineer has provided us a copy of the record drawings for this project and if there is not already an existing applicable operation and maintenance (O&M) manual, one has been prepared for the new or modified facilities.

Also, I certify that, if we will not be the owner of this project after it is placed into service, we have provided a copy of the above mentioned record drawings and a copy of the above mentioned O&M manual, if applicable, to the person or system that will be the owner of this project after it is placed into service.

Signed  Date 3.19.21
Name Anthony Squitieri Title Division President

* Attach a letter of authorization.

(2) Owner of Collection/Transmission System After it is Placed into Service

I, the undersigned owner or authorized representative* of Pasco County Utilities Department certify that we accept the project as constructed and will be the owner of this project after it is placed into service. I agree to report any abnormal events in accordance with Rule 62-604.550, F.A.C. and promptly notify the Department if we sell or legally transfer ownership of the collection/transmission system. Also I certify that we agree to operate and maintain the facilities in accordance with the provisions of Chapter 403 Florida Statutes (F.S.) and applicable Department rules and that we have received a copy of the record drawings and O&M manual for this project and that these record drawings and O&M manual are available at the following location which is within the boundaries of the district office or delegated local program permitting the collection/transmission system:

Signed _____ Date _____
Name Charles Cullen, P.E., B.C.E.E. Title Eng & Cont Mgt Director (Public Infrastructure)
Company Name Pasco County Utilities Department
Address 19420 Central Boulevard
City Land O'Lakes State FL Zip 34637
Telephone (813) 235-6189 Fax (813) 929-1064 Email ccullen@pascocountyfl.net

* Attach a letter of authorization.

(3) Wastewater Facility Serving Collection/Transmission System

I, the undersigned owner or authorized representative* of the Southeast WWTP Wastewater facility hereby certify that the above referenced facility has adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules. Also, I certify that any connections associated with this project to the above referenced facility, which we operate and maintain, have been completed to our satisfaction and we have received a copy of the record drawings for this project.

Signed _____ Date _____
Name Charles Cullen, P.E., B.C.E.E. Title Eng & Cont Mgt Director (Public Infrastructure)
Address 19420 Central Boulevard
City Land O'Lakes State FL Zip 33654
Telephone (813) 235-6189 Fax (813) 929-1064 Email ccullen@pascocountyfl.net

* Attach a letter of authorization.

(4) Professional Engineer Registered in Florida

I, the undersigned professional engineer registered in Florida, certify the following:

- that this project has been constructed in accordance with the construction permit and engineering plans and specifications or that, to the best of my knowledge and belief, any deviations from the construction permit and engineering plans and specifications will not prevent this project from functioning in compliance with Chapter 62-604, F.A.C.;
- that the record drawings for this project are adequate and include substantial deviations** from the construction permit and engineering plans and specifications;
- that a copy of the record drawings has been provided to the permittee and to the wastewater treatment facility serving the collection/transmission system;
- that the O&M manual for this project has been prepared or examined by me, or by an individual(s) under my direct supervision, and that there is reasonable assurance, in my professional judgment, that the facilities, when properly maintained and operated in accordance with this manual, will function as intended; and
- that, to the best of my knowledge and belief, appropriate leakage tests have been performed and the new or modified facilities met the specified requirements.

This certification is based upon on-site observation of construction conducted by me or by a project representative under my direct supervision and upon a review of shop drawings, test results/records, and record drawings performed by me or by a project representative under my direct supervision.

The following is a description and explanation of substantial deviations** from the construction permit and engineering plans and specifications for the substantially completed portion of this project. (Attach additional sheets if necessary.)

None

~~(Affix Seal)~~

Signed _____
Date _____

Name Jacob H. Sanders, P.E. Florida Registration No. 83385

Company Name Clearview Land Design, P.L.

Address 3010 W Azelee Street, Suite 150

City Tampa, State FL Zip 33609

Telephone (813) 223-3919 Fax _____ Email Carly.stillwell@clearviewland.com

** Substantial deviations are construction deviations greater than 10% from plans and specifications and any deviations which fall below minimum standards established in Rule 62-604, F.A.C.



CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

See page 5 for instructions.

I. General Project Information

A. Name of Project: Ashberry Village Phase 2A - FINAL CLEARANCE

B. Department of Environmental Protection (DEP) Construction Permit

Permit Number: 1361-51CW06-241.11 Date Permit Was Issued: January 25, 2021

C. Portion of Project for Which Construction Is Substantially Complete and for Which Clearance Is Requested

[X] Entire Project

[] Following Portion of Project:

D. Permittee

Form for Permittee information including PWS/Company Name, PWS Identification Number, PWS Type, Contact Person, Mailing Address, City, State, Zip Code, Telephone Number, and Fax Number.

* This information is required only if the permittee is a public water system (PWS).

E. Public Water System (PWS) Supplying Water to Project

Form for PWS information including PWS Name, PWS Identification Number, PWS Type, PWS Owner, Contact Person, Mailing Address, City, State, Zip Code, Telephone Number, and Fax Number.

F. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

Form for PWS information including PWS Name, PWS Identification Number, PWS Type, PWS Owner, Contact Person, Mailing Address, City, State, Zip Code, Telephone Number, and Fax Number.

* This information is required only if the owner/operator is an existing PWS.

G. Professional Engineer in Responsible Charge of Inspecting Construction of Project*

Form for Professional Engineer information including Company Name, Engineer Name, Engineer's Florida License Number, Engineer's Title, Mailing Address, City, State, Zip Code, Telephone Number, and Fax Number.

* This information is required if construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida. Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida.

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1361-51CW06-241.11
Substantially Complete Portion of Project if Other than Entire Project: Entire Project

II. Deviations from Department of Environmental Protection (DEP) Construction Permit for Project*

Description and explanation of all deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, for the substantially complete portion of this project: none

I completed Part II of this form, and the information provided in Part II is true and accurate to the best of my knowledge and belief.

<hr style="border: none; border-top: 1px solid black;"/> Signature, Seal, and Date of Professional Engineer or Signature and Date of Authorized Representative of Permittee*	<hr style="border: none; border-top: 1px solid black;"/> Jacob H. Sanders, P.E. Printed or Typed Name	<hr style="border: none; border-top: 1px solid black;"/> 83385 License Number of Professional Engineer or Title of Authorized Representative of Permittee*
--	--	---

** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part II of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part II shall be completed, signed, and dated by an authorized representative of the permittee.*

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this form on behalf of the permittee identified in Part I.D of this form. I certify the following:

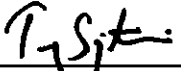
- to the best of my knowledge and belief, the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- to the best of my knowledge and belief, the substantially complete portion of this project has been completed in accordance with the Department of Environmental Protection construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1361-51CW06-241.11
Substantially Complete Portion of Project if Other than Entire Project: Entire Project

- to the best of my knowledge and belief, all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule;
 - the permittee has had complete record drawings produced for the substantially complete portion of this project; to the best of my knowledge and belief, said record drawings adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form; and said record drawings are available for review at the following location: Clearview Land Design, P.L., 3010 W. Azeele Street, Suite 150, Tampa, FL 33609
-
- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, an operation and maintenance manual for said treatment facilities is available for reference at the site of said treatment facilities or at a convenient location near the site of said treatment facilities.

I also certify that, if the permittee will not own this project after it is placed into permanent operation, the permittee has provided a copy of the above mentioned record drawings and a copy of the above mentioned operation and maintenance manual, if applicable, to the PWS that will own this project after it is placed into permanent operation.

	Anthony Squitieri	Division President
Signature and Date	Printed or Typed Name	Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this form on behalf of the PWS identified in Part I.E of this form. I certify that said PWS will supply the water necessary to meet the water demands for the substantially complete portion of this project, and I certify the following:

- to the best of my knowledge and belief, said PWS's connection to the substantially complete portion of this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C.;
- said PWS considers the connection(s) between the substantially complete portion of this project and said PWS acceptable as constructed.

	Charles Cullen, P.E., B.C.E.E.	Eng and Cont Mgt Dir (Public Infrastructure)
Signature and Date	Printed or Typed Name	Title

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this form on behalf of the PWS identified in Part I.F of this form. I certify that said PWS will own the substantially complete portion of this project after it is placed into permanent operation, and I certify the following:

- said PWS considers the substantially complete portion of this project acceptable as constructed;
 - said PWS has received complete record drawings for the substantially complete portion of this project and the record drawings
 - are available for review at the following location: _____
-
- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, said PWS has received an operation and maintenance manual for the new or altered treatment facilities, and the operation and maintenance manual is available for reference at the site of the new or altered treatment facilities or at a convenient location near the site of the new or altered treatment facilities.

I understand that said PWS must operate and maintain this project in a such a manner as to comply with Chapters 62-550, 62-555, 62-560, and 62-699, F.A.C.

	Charles Cullen, P.E., B.C.E.E.	Eng and Cont Mgt Dir (Public Infrastructure)
Signature and Date	Printed or Typed Name	Title

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1361-51CW06-241.11

Substantially Complete Portion of Project if Other than Entire Project: **Entire Project**

D. Certification by Professional Engineer in Responsible Charge of Inspecting Construction of Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection (DEP) construction permit, including the approved preliminary design report or drawings and specifications, for this project. I, or a person acting under my responsible charge, observed construction of the substantially complete portion of this project and reviewed shop drawings, test results, and record drawings for the substantially complete portion of this project, and based upon said observation and reviews, I certify the following:

- the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- the substantially complete portion of this project has been completed in accordance with the DEP construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;
- all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule; and
- the record drawings for the substantially complete portion of this project adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form.

Signature, Seal, and Date

Jacob H. Sanders, P.E.

Printed or Typed Name

83385

License Number

** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D does not have to be completed.*

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

INSTRUCTIONS: This form shall be completed and submitted for projects permitted and constructed under specific Department of Environmental Protection (DEP) construction permits for public water system components, under the DEP's "General Permit for Construction of Water Main Extensions for Public Water Systems," or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration, Treatment Facilities for Small or Medium Public Water Systems." AFTER COMPLETING, OR SUBSTANTIALLY COMPLETING, CONSTRUCTION OF A PROJECT, OR A PORTION THEREOF, AND BEFORE PLACING THE SUBSTANTIALLY COMPLETE PROJECT, OR PORTION THEREOF, INTO OPERATION FOR ANY PURPOSE OTHER THAN DISINFECTION, TESTING FOR LEAKS, OR TESTING EQUIPMENT OPERATION, complete and submit one copy of this form to the appropriate DEP District Office or Approved County Health Department along with one copy of the following information:

- the portion of record drawings showing deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, if there are any deviations from said permit (note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings);
- bacteriological test results, including a sketch or description of all bacteriological sampling locations, demonstrating compliance with subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., if the substantially complete portion of the project includes any new or altered public water system (PWS) components that must be disinfected and bacteriologically surveyed or evaluated per said subsection or said rule;
- analytical test results demonstrating compliance with Part III of Chapter 62-550, F.A.C., or subsection 62-524.650(2), F.A.C., if the substantially complete portion of the project includes any new or altered PWS components that are necessary to achieve, or affect, compliance with said part or said subsection;
- a completed Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, if the DEP construction permit was issued before the effective date of Rule 62-555.525, F.A.C., (9-22-99) and the substantially complete portion of the project creates a "new system" as described under subsection 62-555.525(1), F.A.C.; and
- any other information required by conditions in the DEP construction permit.

All information provided on this form shall be typed or printed in ink. NOTE THAT A SEPARATE CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE IS REQUIRED FOR EACH PERMITTED PROJECT.

DO NOT PLACE ANY NEW OR ALTERED PWS COMPONENTS INTO PERMANENT OPERATION UNTIL THE DEPARTMENT ISSUES WRITTEN APPROVAL, OR CLEARANCE, TO PLACE THE COMPONENTS INTO PERMANENT OPERATION.

Document1



CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

See page 5 for instructions.

I. General Project Information

A. Name of Project: Ashberry Village Phase 2B - FINAL CLEARANCE

B. Department of Environmental Protection (DEP) Construction Permit

Permit Number: 1359-51CW06-241.12 | Date Permit Was Issued: January 25, 2021

C. Portion of Project for Which Construction Is Substantially Complete and for Which Clearance Is Requested

[X] Entire Project

[] Following Portion of Project:

D. Permittee

Form for Permittee information including PWS/Company Name, PWS Identification Number, PWS Type, Contact Person, Mailing Address, City, State, Zip Code, Telephone Number, and Fax Number.

* This information is required only if the permittee is a public water system (PWS).

E. Public Water System (PWS) Supplying Water to Project

Form for PWS information including PWS Name, PWS Identification Number, PWS Type, PWS Owner, Contact Person, Mailing Address, City, State, Zip Code, Telephone Number, and Fax Number.

F. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

Form for PWS information including PWS Name, PWS Identification Number, PWS Type, PWS Owner, Contact Person, Mailing Address, City, State, Zip Code, Telephone Number, and Fax Number.

* This information is required only if the owner/operator is an existing PWS.

G. Professional Engineer in Responsible Charge of Inspecting Construction of Project*

Form for Professional Engineer information including Company Name, Engineer Name, Engineer's Florida License Number, Engineer's Title, Mailing Address, City, State, Zip Code, Telephone Number, and Fax Number.

* This information is required if construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida. Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida.

**CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO
PLACE PERMITTED PWS COMPONENTS INTO OPERATION**

DEP Construction Permit Number: 1359-51CW06-241.12
Substantially Complete Portion of Project if Other than Entire Project: Entire Project

II. Deviations from Department of Environmental Protection (DEP) Construction Permit for Project*

Description and explanation of all deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, for the substantially complete portion of this project: "NONE"

I completed Part II of this form, and the information provided in Part II is true and accurate to the best of my knowledge and belief.

<hr/> Signature, Seal, and Date of Professional Engineer or Signature and Date of Authorized Representative of Permittee*	<u>Jacob H. Sanders, P.E.</u> Printed or Typed Name	<u>83385</u> License Number of Professional Engineer or Title of Authorized Representative of Permittee*
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** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part II of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part II shall be completed, signed, and dated by an authorized representative of the permittee.*

III. Certifications

A. Certification by Permittee

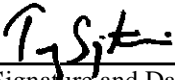
- I am duly authorized to sign this form on behalf of the permittee identified in Part I.D of this form. I certify the following:
- to the best of my knowledge and belief, the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
 - to the best of my knowledge and belief, the substantially complete portion of this project has been completed in accordance with the Department of Environmental Protection construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1359-51CW06-241.12
Substantially Complete Portion of Project if Other than Entire Project: Entire Project

- to the best of my knowledge and belief, all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule;
 - the permittee has had complete record drawings produced for the substantially complete portion of this project; to the best of my knowledge and belief, said record drawings adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form; and said record drawings are available for review at the following location: Clearview Land Design, P.L., 3010 W. Azeele Street, Suite 150, Tampa, FL 33609
-
- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, an operation and maintenance manual for said treatment facilities is available for reference at the site of said treatment facilities or at a convenient location near the site of said treatment facilities.

I also certify that, if the permittee will not own this project after it is placed into permanent operation, the permittee has provided a copy of the above mentioned record drawings and a copy of the above mentioned operation and maintenance manual, if applicable, to the PWS that will own this project after it is placed into permanent operation.

	3.19.21	Anthony Squitieri		Division President
Signature and Date		Printed or Typed Name		Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this form on behalf of the PWS identified in Part I.E of this form. I certify that said PWS will supply the water necessary to meet the water demands for the substantially complete portion of this project, and I certify the following:

- to the best of my knowledge and belief, said PWS's connection to the substantially complete portion of this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C.;
- said PWS considers the connection(s) between the substantially complete portion of this project and said PWS acceptable as constructed.

	Charles Cullen, P.E., B.C.E.E.	Eng and Cont Mgt Dir (Public Infrastructure)		
Signature and Date	Printed or Typed Name	Title		

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this form on behalf of the PWS identified in Part I.F of this form. I certify that said PWS will own the substantially complete portion of this project after it is placed into permanent operation, and I certify the following:

- said PWS considers the substantially complete portion of this project acceptable as constructed;
 - said PWS has received complete record drawings for the substantially complete portion of this project and the record drawings
 - are available for review at the following location: _____
-
- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, said PWS has received an operation and maintenance manual for the new or altered treatment facilities, and the operation and maintenance manual is available for reference at the site of the new or altered treatment facilities or at a convenient location near the site of the new or altered treatment facilities.

I understand that said PWS must operate and maintain this project in a such a manner as to comply with Chapters 62-550, 62-555, 62-560, and 62-699, F.A.C.

	Charles Cullen, P.E., B.C.E.E.	Eng and Cont Mgt Dir (Public Infrastructure)		
Signature and Date	Printed or Typed Name	Title		

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1359-51CW06-241.12
Substantially Complete Portion of Project if Other than Entire Project: Entire Project

D. Certification by Professional Engineer in Responsible Charge of Inspecting Construction of Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection (DEP) construction permit, including the approved preliminary design report or drawings and specifications, for this project. I, or a person acting under my responsible charge, observed construction of the substantially complete portion of this project and reviewed shop drawings, test results, and record drawings for the substantially complete portion of this project, and based upon said observation and reviews, I certify the following:

- the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- the substantially complete portion of this project has been completed in accordance with the DEP construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;
- all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule; and
- the record drawings for the substantially complete portion of this project adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form.

Signature, Seal, and Date	Jacob H. Sanders Printed or Typed Name	83385 License Number
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** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D does not have to be completed.*

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

INSTRUCTIONS: This form shall be completed and submitted for projects permitted and constructed under specific Department of Environmental Protection (DEP) construction permits for public water system components, under the DEP's "General Permit for Construction of Water Main Extensions for Public Water Systems," or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration, Treatment Facilities for Small or Medium Public Water Systems." AFTER COMPLETING, OR SUBSTANTIALLY COMPLETING, CONSTRUCTION OF A PROJECT, OR A PORTION THEREOF, AND BEFORE PLACING THE SUBSTANTIALLY COMPLETE PROJECT, OR PORTION THEREOF, INTO OPERATION FOR ANY PURPOSE OTHER THAN DISINFECTION, TESTING FOR LEAKS, OR TESTING EQUIPMENT OPERATION, complete and submit one copy of this form to the appropriate DEP District Office or Approved County Health Department along with one copy of the following information:

- the portion of record drawings showing deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, if there are any deviations from said permit (note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings);
- bacteriological test results, including a sketch or description of all bacteriological sampling locations, demonstrating compliance with subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., if the substantially complete portion of the project includes any new or altered public water system (PWS) components that must be disinfected and bacteriologically surveyed or evaluated per said subsection or said rule;
- analytical test results demonstrating compliance with Part III of Chapter 62-550, F.A.C., or subsection 62-524.650(2), F.A.C., if the substantially complete portion of the project includes any new or altered PWS components that are necessary to achieve, or affect, compliance with said part or said subsection;
- a completed Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, if the DEP construction permit was issued before the effective date of Rule 62-555.525, F.A.C., (9-22-99) and the substantially complete portion of the project creates a "new system" as described under subsection 62-555.525(1), F.A.C.; and
- any other information required by conditions in the DEP construction permit.

All information provided on this form shall be typed or printed in ink. NOTE THAT A SEPARATE CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE IS REQUIRED FOR EACH PERMITTED PROJECT.

DO NOT PLACE ANY NEW OR ALTERED PWS COMPONENTS INTO PERMANENT OPERATION UNTIL THE DEPARTMENT ISSUES WRITTEN APPROVAL, OR CLEARANCE, TO PLACE THE COMPONENTS INTO PERMANENT OPERATION.

Document1



CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

See page 5 for instructions.

I. General Project Information

A. Name of Project: Ashberry Village Phase 2A – FIRE SAFETY CLEARANCE ONLY

B. Department of Environmental Protection (DEP) Construction Permit

Permit Number: 1361-51CW06-241.11	Date Permit Was Issued:
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C. Portion of Project for Which Construction Is Substantially Complete and for Which Clearance Is Requested

Entire Project
 Following Portion of Project: FIRE SAFETY CLEARANCE ONLY

D. Permittee

PWS/Company Name: Forestar USA Real Estate Group, Inc.		PWS Identification Number:* N/A
PWS Type:* <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive		
Contact Person: Anthony Squitieri		Contact Person's Title:
Contact Person's Mailing Address: 4042 Park Oaks Blvd		
City: Tampa,	State: FL	Zip Code: 33610
Contact Person's Telephone Number: 813-740-9720		Contact Person's Fax Number:
Contact Person's E-Mail Address: JohnGarrity@Forestar.com		

** This information is required only if the permittee is a public water system (PWS).*

E. Public Water System (PWS) Supplying Water to Project

PWS Name: Pasco County Regional Water System		PWS Identification Number: 6511361
PWS Type: <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive		
PWS Owner: Pasco County Utilities Services Branch		
Contact Person: Charles Cullen, P.E., B.C.E.E.		Contact Person's Title: Eng and Cont Mgt Dir (Public Infrastructure)
Contact Person's Mailing Address: 19420 Central Boulevard		
City: Land O' Lakes	State: FL	Zip Code: 34637
Contact Person's Telephone Number: 813-235-6189		Contact Person's Fax Number: 813-929-1064
Contact Person's E-Mail Address: ccullen@pascocountyfl.net		

F. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

PWS Name:		PWS Identification Number: *
PWS Type:* <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive		
PWS Owner: Pasco County Utilities Services Branch		
Contact Person: Charles Cullen, P.E., B.C.E.E.		Contact Person's Title: Eng and Cont Mgt Dir (Public Infrastructure)
Contact Person's Mailing Address: 19420 Central Boulevard		
City: Land O' Lakes	State: FL	Zip Code: 34637
Contact Person's Telephone Number: 813-235-6189		Contact Person's Fax Number: 813-929-1064
Contact Person's E-Mail Address: ccullen@pascocountyfl.net		

** This information is required only if the owner/operator is an existing PWS.*

G. Professional Engineer in Responsible Charge of Inspecting Construction of Project*

Company Name: Clearview Land Design, P.L.		
Engineer: Jacob H. Sanders, P.E.		Engineer's Florida License Number: 83385
Engineer's Title: Project Engineer		
Engineer's Mailing Address: 3010 W Azele Street, Suite 150		
City: Tampa,	State: FL	Zip Code: 33609
Engineer's Telephone Number: (813) 223-3919		Engineer's Fax Number:
Engineer's E-Mail Address: carly.stillwell@clearviewland.com		

** This information is required if construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida. Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida.*

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1361-51CW06-241.11

Substantially Complete Portion of Project if Other than Entire Project: **FIRE SAFETY CLEARANCE ONLY**

II. Deviations from Department of Environmental Protection (DEP) Construction Permit for Project*

Description and explanation of all deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, for the substantially complete portion of this project: "NONE"

I completed Part II of this form, and the information provided in Part II is true and accurate to the best of my knowledge and belief.

Signature, Seal, and Date of Professional Engineer or Signature and Date of Authorized Representative of Permittee*	Jacob H. Sanders, P.E. Printed or Typed Name	83385 License Number of Professional Engineer or Title of Authorized Representative of Permittee*
---	---	--

** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part II of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part II shall be completed, signed, and dated by an authorized representative of the permittee.*

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this form on behalf of the permittee identified in Part I.D of this form. I certify the following:

- to the best of my knowledge and belief, the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- to the best of my knowledge and belief, the substantially complete portion of this project has been completed in accordance with the Department of Environmental Protection construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;

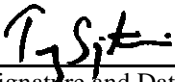
CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1361-51CW06-241.11
Substantially Complete Portion of Project if Other than Entire Project: FIRE SAFETY CLEARANCE ONLY

- to the best of my knowledge and belief, all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule;
- the permittee has had complete record drawings produced for the substantially complete portion of this project; to the best of my knowledge and belief, said record drawings adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form; and said record drawings are available for review at the following location: Clearview Land Design, P.L., 3010 W. Azeele Street, Suite 150, Tampa, FL 33609

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, an operation and maintenance manual for said treatment facilities is available for reference at the site of said treatment facilities or at a convenient location near the site of said treatment facilities.

I also certify that, if the permittee will not own this project after it is placed into permanent operation, the permittee has provided a copy of the above mentioned record drawings and a copy of the above mentioned operation and maintenance manual, if applicable, to the PWS that will own this project after it is placed into permanent operation.

	3.19.21	Anthony Squitieri		Division President
Signature and Date		Printed or Typed Name		Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this form on behalf of the PWS identified in Part I.E of this form. I certify that said PWS will supply the water necessary to meet the water demands for the substantially complete portion of this project, and I certify the following:

- to the best of my knowledge and belief, said PWS's connection to the substantially complete portion of this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C.;
- said PWS considers the connection(s) between the substantially complete portion of this project and said PWS acceptable as constructed.

	Charles Cullen, P.E., B.C.E.E.	Eng and Cont Mgt Dir (Public Infrastructure)		
Signature and Date	Printed or Typed Name	Title		

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this form on behalf of the PWS identified in Part I.F of this form. I certify that said PWS will own the substantially complete portion of this project after it is placed into permanent operation, and I certify the following:

- said PWS considers the substantially complete portion of this project acceptable as constructed;
- said PWS has received complete record drawings for the substantially complete portion of this project and the record drawings
- are available for review at the following location: _____

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, said PWS has received an operation and maintenance manual for the new or altered treatment facilities, and the operation and maintenance manual is available for reference at the site of the new or altered treatment facilities or at a convenient location near the site of the new or altered treatment facilities.

I understand that said PWS must operate and maintain this project in a such a manner as to comply with Chapters 62-550, 62-555, 62-560, and 62-699, F.A.C.

	Charles Cullen, P.E., B.C.E.E.	Eng and Cont Mgt Dir (Public Infrastructure)		
Signature and Date	Printed or Typed Name	Title		

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1361-51CW06-241.11

Substantially Complete Portion of Project if Other than Entire Project: **FIRE SAFETY CLEARANCE ONLY**

D. Certification by Professional Engineer in Responsible Charge of Inspecting Construction of Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection (DEP) construction permit, including the approved preliminary design report or drawings and specifications, for this project. I, or a person acting under my responsible charge, observed construction of the substantially complete portion of this project and reviewed shop drawings, test results, and record drawings for the substantially complete portion of this project, and based upon said observation and reviews, I certify the following:

- the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- the substantially complete portion of this project has been completed in accordance with the DEP construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;
- all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule; and
- the record drawings for the substantially complete portion of this project adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form.

Signature, Seal, and Date	Jacob H. Sanders, P.E.	83385
	Printed or Typed Name	License Number

** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D does not have to be completed.*

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

INSTRUCTIONS: This form shall be completed and submitted for projects permitted and constructed under specific Department of Environmental Protection (DEP) construction permits for public water system components, under the DEP's "General Permit for Construction of Water Main Extensions for Public Water Systems," or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration, Treatment Facilities for Small or Medium Public Water Systems." AFTER COMPLETING, OR SUBSTANTIALLY COMPLETING, CONSTRUCTION OF A PROJECT, OR A PORTION THEREOF, AND BEFORE PLACING THE SUBSTANTIALLY COMPLETE PROJECT, OR PORTION THEREOF, INTO OPERATION FOR ANY PURPOSE OTHER THAN DISINFECTION, TESTING FOR LEAKS, OR TESTING EQUIPMENT OPERATION, complete and submit one copy of this form to the appropriate DEP District Office or Approved County Health Department along with one copy of the following information:

- the portion of record drawings showing deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, if there are any deviations from said permit (note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings);
- bacteriological test results, including a sketch or description of all bacteriological sampling locations, demonstrating compliance with subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., if the substantially complete portion of the project includes any new or altered public water system (PWS) components that must be disinfected and bacteriologically surveyed or evaluated per said subsection or said rule;
- analytical test results demonstrating compliance with Part III of Chapter 62-550, F.A.C., or subsection 62-524.650(2), F.A.C., if the substantially complete portion of the project includes any new or altered PWS components that are necessary to achieve, or affect, compliance with said part or said subsection;
- a completed Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, if the DEP construction permit was issued before the effective date of Rule 62-555.525, F.A.C., (9-22-99) and the substantially complete portion of the project creates a "new system" as described under subsection 62-555.525(1), F.A.C.; and
- any other information required by conditions in the DEP construction permit.

All information provided on this form shall be typed or printed in ink. NOTE THAT A SEPARATE CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE IS REQUIRED FOR EACH PERMITTED PROJECT.

DO NOT PLACE ANY NEW OR ALTERED PWS COMPONENTS INTO PERMANENT OPERATION UNTIL THE DEPARTMENT ISSUES WRITTEN APPROVAL, OR CLEARANCE, TO PLACE THE COMPONENTS INTO PERMANENT OPERATION.

Document1



CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

See page 5 for instructions.

I. General Project Information

A. Name of Project: Ashberry Village Phase 2B – FIRE SAFETY CLEARANCE ONLY

B. Department of Environmental Protection (DEP) Construction Permit

Permit Number: 1359-51CW06-241.12	Date Permit Was Issued: January 25, 2021
-----------------------------------	--

C. Portion of Project for Which Construction Is Substantially Complete and for Which Clearance Is Requested

Entire Project
 Following Portion of Project: FIRE SAFETY CLEARANCE ONLY

D. Permittee

PWS/Company Name: Forestar USA Real Estate Group, Inc		PWS Identification Number:* N/A	
PWS Type:* <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
Contact Person: Anthony Squitieri		Contact Person's Title: Division President	
Contact Person's Mailing Address: 4042 Park Oaks Blvd			
City: Tampa,		State: FL	Zip Code: 33610
Contact Person's Telephone Number: 813-740-9720		Contact Person's Fax Number:	
Contact Person's E-Mail Address: JohnGarrity@Forestar.com			

** This information is required only if the permittee is a public water system (PWS).*

E. Public Water System (PWS) Supplying Water to Project

PWS Name: Pasco County Regional Water System		PWS Identification Number: 6511361	
PWS Type: <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
PWS Owner: Pasco County Utilities Services Branch			
Contact Person: Charles Cullen, P.E., B.C.E.E.		Contact Person's Title: Eng and Cont Mgt Dir (Public Infrastructure)	
Contact Person's Mailing Address: 19420 Central Boulevard			
City: Land O' Lakes		State: FL	Zip Code: 34637
Contact Person's Telephone Number: 813-235-6189		Contact Person's Fax Number: 813-929-1064	
Contact Person's E-Mail Address: ccullen@pascocountyfl.net			

F. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

PWS Name:		PWS Identification Number: *	
PWS Type:* <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
PWS Owner: Pasco County Utilities Services Branch			
Contact Person: Charles Cullen, P.E., B.C.E.E.		Contact Person's Title: Eng and Cont Mgt Dir (Public Infrastructure)	
Contact Person's Mailing Address: 19420 Central Boulevard			
City: Land O' Lakes		State: FL	Zip Code: 34637
Contact Person's Telephone Number: 813-235-6189		Contact Person's Fax Number: 813-929-1064	
Contact Person's E-Mail Address: ccullen@pascocountyfl.net			

** This information is required only if the owner/operator is an existing PWS.*

G. Professional Engineer in Responsible Charge of Inspecting Construction of Project*

Company Name: Clearview Land Design, P.L.		Engineer's Florida License Number: 83385	
Engineer: Jacob H. Sanders, P.E.		Engineer's Title: Project Engineer	
Engineer's Mailing Address: 3010 W Azele Street, Suite 150			
City: Tampa,		State: FL	Zip Code: 33609
Engineer's Telephone Number: (813) 223-3919		Engineer's Fax Number:	
Engineer's E-Mail Address: carly.stillwell@clearviewland.com			

** This information is required if construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida. Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida.*

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1359-51CW06-241.12

Substantially Complete Portion of Project if Other than Entire Project: **FIRE SAFETY CLEARANCE ONLY**

II. Deviations from Department of Environmental Protection (DEP) Construction Permit for Project*

Description and explanation of all deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, for the substantially complete portion of this project: none

I completed Part II of this form, and the information provided in Part II is true and accurate to the best of my knowledge and belief.

Jacob H. Sanders, P.E.

83385

Signature, Seal, and Date of Professional Engineer or
Signature and Date of Authorized Representative of
Permittee*

Printed or Typed Name

License Number of Professional
Engineer or Title of Authorized
Representative of Permittee*

** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part II of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part II shall be completed, signed, and dated by an authorized representative of the permittee.*

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this form on behalf of the permittee identified in Part I.D of this form. I certify the following:

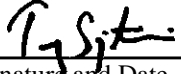
- to the best of my knowledge and belief, the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- to the best of my knowledge and belief, the substantially complete portion of this project has been completed in accordance with the Department of Environmental Protection construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1359-51CW06-241.12
Substantially Complete Portion of Project if Other than Entire Project: FIRE SAFETY CLEARANCE ONLY

- to the best of my knowledge and belief, all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule;
 - the permittee has had complete record drawings produced for the substantially complete portion of this project; to the best of my knowledge and belief, said record drawings adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form; and said record drawings are available for review at the following location: Clearview Land Design, P.L., 3010 W. Azeele Street, Suite 150, Tampa, FL 33609
-
- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, an operation and maintenance manual for said treatment facilities is available for reference at the site of said treatment facilities or at a convenient location near the site of said treatment facilities.

I also certify that, if the permittee will not own this project after it is placed into permanent operation, the permittee has provided a copy of the above mentioned record drawings and a copy of the above mentioned operation and maintenance manual, if applicable, to the PWS that will own this project after it is placed into permanent operation.

	3.19.21	Anthony Squitieri	Division President
Signature and Date		Printed or Typed Name	Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this form on behalf of the PWS identified in Part I.E of this form. I certify that said PWS will supply the water necessary to meet the water demands for the substantially complete portion of this project, and I certify the following:

- to the best of my knowledge and belief, said PWS's connection to the substantially complete portion of this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C.;
- said PWS considers the connection(s) between the substantially complete portion of this project and said PWS acceptable as constructed.

	Charles Cullen, P.E., B.C.E.E.	Eng and Cont Mgt Dir (Public Infrastructure)	
Signature and Date	Printed or Typed Name	Title	

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this form on behalf of the PWS identified in Part I.F of this form. I certify that said PWS will own the substantially complete portion of this project after it is placed into permanent operation, and I certify the following:

- said PWS considers the substantially complete portion of this project acceptable as constructed;
 - said PWS has received complete record drawings for the substantially complete portion of this project and the record drawings
 - are available for review at the following location: _____
-
- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, said PWS has received an operation and maintenance manual for the new or altered treatment facilities, and the operation and maintenance manual is available for reference at the site of the new or altered treatment facilities or at a convenient location near the site of the new or altered treatment facilities.

I understand that said PWS must operate and maintain this project in a such a manner as to comply with Chapters 62-550, 62-555, 62-560, and 62-699, F.A.C.

	Charles Cullen, P.E., B.C.E.E.	Eng and Cont Mgt Dir (Public Infrastructure)	
Signature and Date	Printed or Typed Name	Title	

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 1359-51CW06-241.12

Substantially Complete Portion of Project if Other than Entire Project: **FIRE SAFETY CLEARANCE ONLY**

D. Certification by Professional Engineer in Responsible Charge of Inspecting Construction of Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection (DEP) construction permit, including the approved preliminary design report or drawings and specifications, for this project. I, or a person acting under my responsible charge, observed construction of the substantially complete portion of this project and reviewed shop drawings, test results, and record drawings for the substantially complete portion of this project, and based upon said observation and reviews, I certify the following:

- the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- the substantially complete portion of this project has been completed in accordance with the DEP construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;
- all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule; and
- the record drawings for the substantially complete portion of this project adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form.

Signature, Seal, and Date

Jacob H. Sanders, P.E.

Printed or Typed Name

83385

License Number

** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D does not have to be completed.*

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

INSTRUCTIONS: This form shall be completed and submitted for projects permitted and constructed under specific Department of Environmental Protection (DEP) construction permits for public water system components, under the DEP's "General Permit for Construction of Water Main Extensions for Public Water Systems," or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration, Treatment Facilities for Small or Medium Public Water Systems." AFTER COMPLETING, OR SUBSTANTIALLY COMPLETING, CONSTRUCTION OF A PROJECT, OR A PORTION THEREOF, AND BEFORE PLACING THE SUBSTANTIALLY COMPLETE PROJECT, OR PORTION THEREOF, INTO OPERATION FOR ANY PURPOSE OTHER THAN DISINFECTION, TESTING FOR LEAKS, OR TESTING EQUIPMENT OPERATION, complete and submit one copy of this form to the appropriate DEP District Office or Approved County Health Department along with one copy of the following information:

- the portion of record drawings showing deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, if there are any deviations from said permit (note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings);
- bacteriological test results, including a sketch or description of all bacteriological sampling locations, demonstrating compliance with subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., if the substantially complete portion of the project includes any new or altered public water system (PWS) components that must be disinfected and bacteriologically surveyed or evaluated per said subsection or said rule;
- analytical test results demonstrating compliance with Part III of Chapter 62-550, F.A.C., or subsection 62-524.650(2), F.A.C., if the substantially complete portion of the project includes any new or altered PWS components that are necessary to achieve, or affect, compliance with said part or said subsection;
- a completed Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, if the DEP construction permit was issued before the effective date of Rule 62-555.525, F.A.C., (9-22-99) and the substantially complete portion of the project creates a "new system" as described under subsection 62-555.525(1), F.A.C.; and
- any other information required by conditions in the DEP construction permit.

All information provided on this form shall be typed or printed in ink. NOTE THAT A SEPARATE CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE IS REQUIRED FOR EACH PERMITTED PROJECT.

DO NOT PLACE ANY NEW OR ALTERED PWS COMPONENTS INTO PERMANENT OPERATION UNTIL THE DEPARTMENT ISSUES WRITTEN APPROVAL, OR CLEARANCE, TO PLACE THE COMPONENTS INTO PERMANENT OPERATION.

Document1

September 8th, 2021

Summerstone Community Development District
c/o Craig Wrathell, District Manager
Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Ashberry Village Phase 2A and 2B Work Product and Improvements

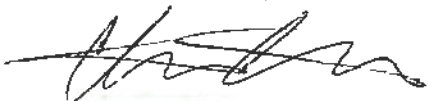
Dear Craig,

Pursuant to the *Acquisition Agreement*, by and between the Summerstone Community Development District ("**District**") and Forestar (USA) Real Estate Group, Inc. ("**Developer**"), effective September 27, 2020 ("**Acquisition Agreement**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Work Product**" and "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from future bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Work Product and/or the Improvements.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements and/or Work Product. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**SUMMERSTONE COMMUNITY
DEVELOPMENT DISTRICT**



Chae R., Board of Supervisors

Sincerely,
FORESTAR (USA) REAL ESTATE GROUP, INC.



Name: Tony Squitieri

Title: Vice President

EXHIBIT A

Description of Improvements and Work Product

Phases 2A and 2B Roadway Improvements – All roadway improvements including paving, drainage, curb, sidewalks, and gutter, for the development of Ashberry Village Phase 2A, as located within the rights-of-way designated as Tract R, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, as located within the rights-of-way designated as Tract R and R-1, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit B** attached hereto.

Phases 2A and 2B Utilities - All wastewater, potable water, and reclaimed* water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment, and appurtenances thereto, for the development of Ashberry Village Phase 2A, as located within the rights-of-way designated as Tracts R and Z-2, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, and for the development of Ashberry Village Phase 2B, located on, over, under and across those portions of the real property described as Tracts R and R-1, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida.

*Reclaimed water facilities are only located within Phase 2A.

Phases 2A and 2B Stormwater - All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Ashberry Village Phase 2A, all located on portions of the real property described as Tracts B-2, B-4, B-5, B-6B, B-6E1 and B-6E2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, all located on portions of the real property described as Tract B-2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit B** attached hereto.

Phase 2A and 2B Work Product – All of the right, title, interest, and benefit the developer, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

TOTAL ACQUISITION COSTS:

IMPROVEMENT	TOTAL CONTRACT AMOUNT **	TOTAL CDD ELIGIBLE AMOUNT	TOTAL CDD AMOUNT PAID TO DATE	REMAINING CDD ELIGIBLE AMOUNT TO BE PAID
PHASE 2A EARTHWORK*	\$2,429,924.74	\$1,943,939.79	\$1,905,014.98	\$38,924.81
PHASE 2A ROADWAY	\$1,086,125.34	\$1,086,125.34	\$1,003,048.87	\$83,076.47
PHASE 2A STORMWATER	\$1,006,513.72	\$1,006,513.72	\$1,003,598.01	\$2,915.71
PHASE 2A WASTEWATER	\$757,526.35	\$757,526.35	\$745,833.51	\$11,692.84
PHASE 2A WATER	\$349,128.03	\$349,128.03	\$342,406.71	\$6,721.32
PHASE 2A RECLAIM	\$262,454.41	\$262,454.41	\$262,454.41	\$0.00
PHASE 2B EARTHWORK*	\$113,244.10	\$90,595.28	\$90,329.17	\$266.11
PHASE 2B ROADWAY	\$183,252.00	\$183,252.00	\$183,252.00	\$0.00
PHASE 2B STORMWATER	\$196,236.50	\$196,236.50	\$196,236.50	\$0.00
PHASE 2B WASTEWATER	\$88,247.60	\$88,247.60	\$88,076.62	\$170.98
PHASE 2B WATER	\$119,488.17	\$119,488.17	\$110,655.95	\$8,832.22
TOTAL:	\$6,592,140.96	\$6,083,507.19	\$5,930,906.73	\$152,600.46

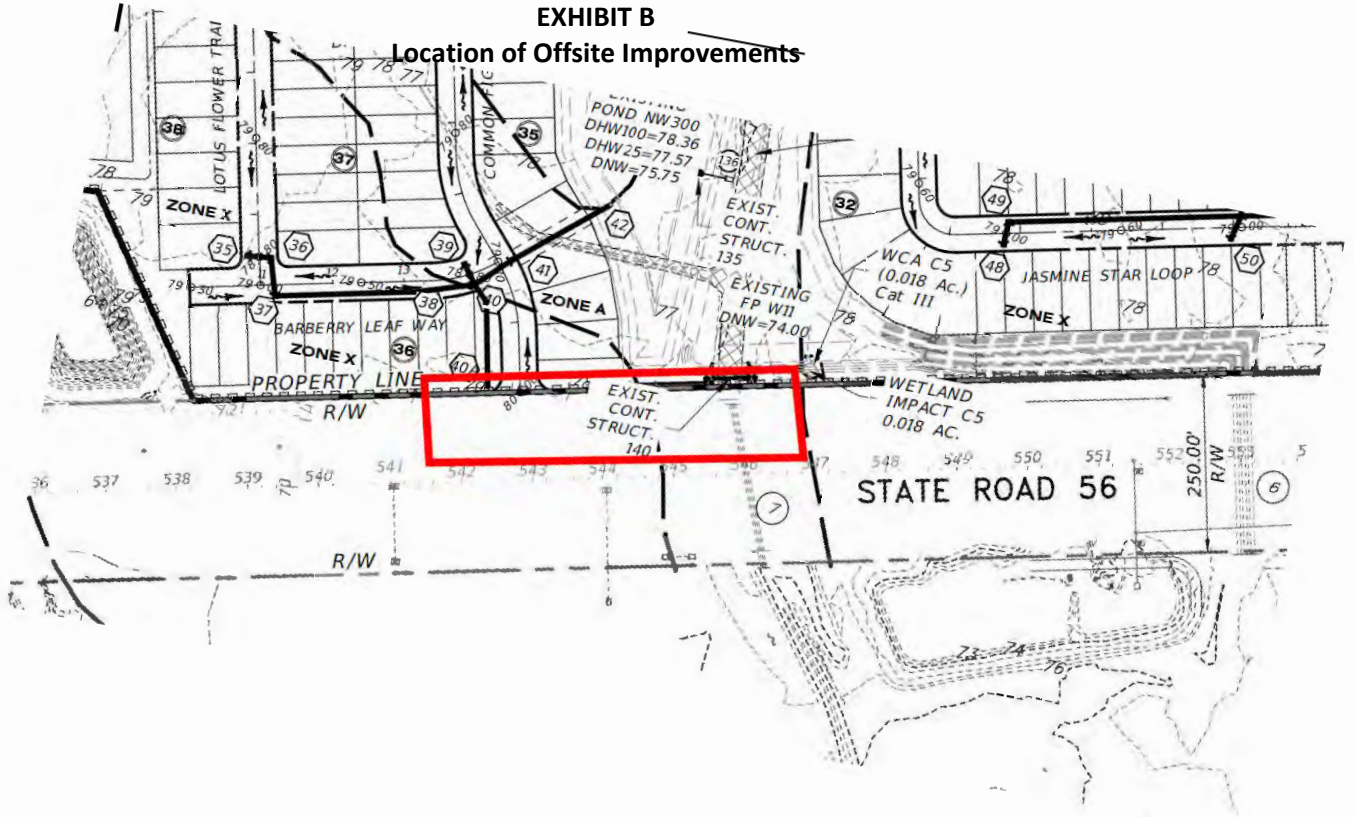
*Earthwork line items have a 20% reduction for the fill placed in the lots.

** Based on the Contract with Kearney Companies Pay App #16

Phase 2A includes offsite improvements for SR56 (earthwork, roadway, stormwater)

EXHIBIT B

Location of Offsite Improvements



**CORPORATE DECLARATION REGARDING COSTS PAID
ASHBERRY VILLAGE PHASES 2A AND 2B – WORK PRODUCT AND IMPROVEMENTS**

The undersigned, a duly authorized representative of **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation ("Developer"), the developer of certain lands within the Summerstone Community ("Development"), does hereby certify to the **SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("District"):

1. Developer is the developer of certain lands within the District.
2. The District's *Master Engineer's Report*, dated August 12, 2020 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and/or work product identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 8th day of September, 2021.

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: 
Name: Tony Squitieri
Title: Vice President

Exhibit A – Description of Improvements

EXHIBIT A

Description of Improvements and Work Product

Phases 2A and 2B Roadway Improvements – All roadway improvements including paving, drainage, curb, sidewalks, and gutter, for the development of Ashberry Village Phase 2A, as located within the rights-of-way designated as Tract R, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, as located within the rights-of-way designated as Tract R and R-1, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit B** attached hereto.

Phases 2A and 2B Utilities - All wastewater, potable water, and reclaimed* water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment, and appurtenances thereto, for the development of Ashberry Village Phase 2A, as located within the rights-of-way designated as Tracts R and Z-2, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, and for the development of Ashberry Village Phase 2B, located on, over, under and across those portions of the real property described as Tracts R and R-1, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida.

*Reclaimed water facilities are only located within Phase 2A.

Phases 2A and 2B Stormwater - All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Ashberry Village Phase 2A, all located on portions of the real property described as Tracts B-2, B-4, B-5, B-6B, B-6E1 and B-6E2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, all located on portions of the real property described as Tract B-2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit B** attached hereto.

Phase 2A and 2B Work Product – All of the right, title, interest, and benefit the developer, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

TOTAL ACQUISITION COSTS:

IMPROVEMENT	TOTAL CONTRACT AMOUNT **	TOTAL CDD ELIGIBLE AMOUNT	TOTAL CDD AMOUNT PAID TO DATE	REMAINING CDD ELIGIBLE AMOUNT TO BE PAID
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PHASE 2B ROADWAY	\$183,252.00	\$183,252.00	\$183,252.00	\$0.00
PHASE 2B STORMWATER	\$196,236.50	\$196,236.50	\$196,236.50	\$0.00
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TOTAL:	\$6,592,140.96	\$6,083,507.19	\$5,930,906.73	\$152,600.46

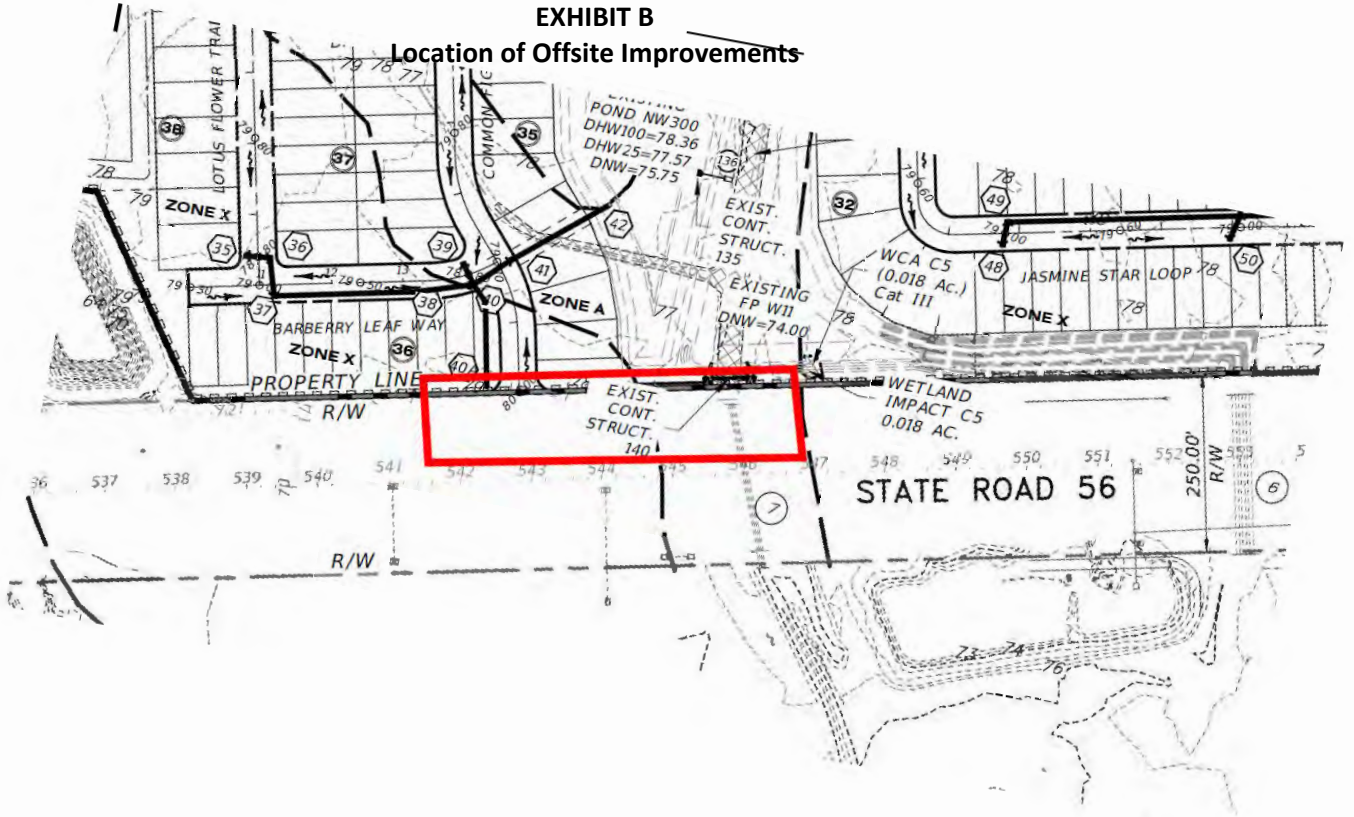
*Earthwork line items have a 20% reduction for the fill placed in the lots.

** Based on the Contract with Kearney Companies Pay App #16

Phase 2A includes offsite improvements for SR56 (earthwork, roadway, stormwater)

EXHIBIT B

Location of Offsite Improvements



PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
ASHBERRY VILLAGE PHASES 2A AND 2B

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 2nd day of September, 2021, by **Clearview Land & Design, P.L.**, a Florida limited liability company, having offices located at 3010 W. Azeele St., Suite 150, Tampa, FL 33609 ("**Professional**"), in favor of the **Summerstone Community Development District** ("**District**"), which is a local unit of special-purpose government situated in the Pasco County, Florida, and having offices at c/o Wrathell Hunt & Associations, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain ASHBERRY VILLAGE (KA RIVER LANDING) MASTER PLANNING, DESIGN, PERMITTING + CONST. PH. SERVICES ("**Contract**") dated DECEMBER 20TH, 2019, as amended, and between Professional and Forestar (USA) Real Estate Group, Inc., a foreign profit corporation ("**Developer**") has created certain work product, as described in **Exhibit A** ("**Work Product**"); and

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

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

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

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes. Professional hereby affirmatively agrees that the Work Product identified in Exhibit A is free of all claims, security agreement, encumbrances or liens.
3. **WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.
5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

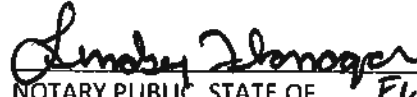
[SIGNATURE PAGE TO FOLLOW]

CLEARVIEW LAND & DESIGN, P.L.

By: Toxey A. Hall
Its: PRES

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of September, 2021, by Toxey Hall as President of Clearview Land & Design, P.L., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Lindsey Flanagan
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



EXHIBIT A

Phase 2A and 2B Work Product – All of the right, title, interest, and benefit the developer, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the roadway, utility and stormwater improvements identified in that certain *Bill of Sale – Ashberry Village Phases 2A and 2B* executed by Forestar (USA) Real Estate Group, Inc. and in favor of the Summerstone Community Development District on or about the same date hereof.

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
ASHBERRY VILLAGE PHASES 2A AND 2B

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 13th day of September, 2021, by The Kearney Companies, LLC, having offices located at 9625 Wes Kearney Way, Riverview, Florida 33578 ("Contractor"), in favor of the Summerstone Community Development District ("District"), which is a local unit of special-purpose government situated in Pasco County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain Florida Independent Contractor Agreement for Land Development (Fixed Price Award) ("Contract") dated January 16, 2021, and between Contractor and Forestar (USA) Real Estate Group, Inc., a foreign profit corporation ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

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

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

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

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

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in Exhibit A under the Contract and understands

that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

THE KEARNEY COMPANIES, LLC

By: Tom Spangler
Its: CFO

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13 day of September, 2021, by Tom Spangler as CFO of THE KEARNEY COMPANIES, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Mirna Olivera
NOTARY PUBLIC, STATE OF Florida

Name: MIRNA OLIVERA
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Improvements and Work Product

Phases 2A and 2B Roadway Improvements – All roadway improvements including paving, drainage, curb, sidewalks, and gutter, for the development of Ashberry Village Phase 2A, as located within the rights-of-way designated as Tract R, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, as located within the rights-of-way designated as Tract R and R-1, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit B** attached hereto.

Phases 2A and 2B Utilities - All wastewater, potable water, and reclaimed* water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment, and appurtenances thereto, for the development of Ashberry Village Phase 2A, as located within the rights-of-way designated as Tracts R and Z-2, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, and for the development of Ashberry Village Phase 2B, located on, over, under and across those portions of the real property described as Tracts R and R-1, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida.

*Reclaimed water facilities are only located within Phase 2A.

Phases 2A and 2B Stormwater - All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Ashberry Village Phase 2A, all located on portions of the real property described as Tracts B-2, B-4, B-5, B-6B, B-6E1 and B-6E2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, all located on portions of the real property described as Tract B-2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit B** attached hereto.

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TOTAL ACQUISITION COSTS:

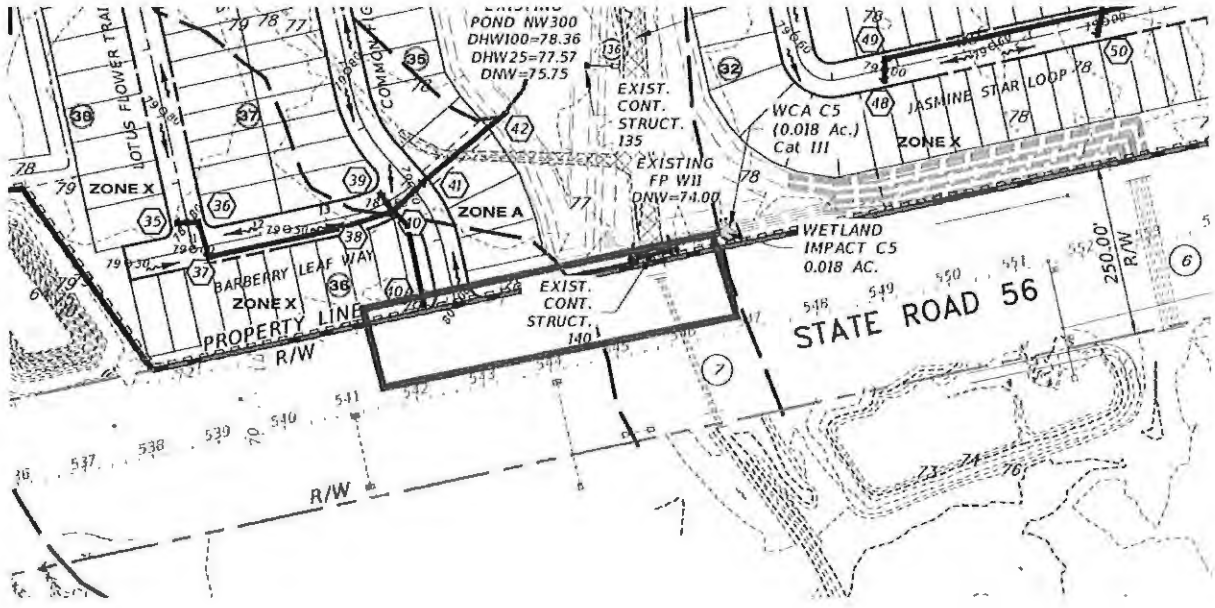
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PHASE 2A RECLAIM	\$262,454.41	\$262,454.41	\$262,454.41	\$0.00
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*Earthwork line items have a 20% reduction for the fill placed in the lots.

** Based on the Contract with Kearney Companies Pay App #16

Phase 2A includes offsite improvements for SR56 (earthwork, roadway, stormwater)

EXHIBIT B
Location of Offsite Improvements



DISTRICT ENGINEER'S CERTIFICATE
ASHBERRY VILLAGE PHASES 2A AND 2B – WORK PRODUCT AND IMPROVEMENTS

September 2, 2021

Board of Supervisors
Summerstone Community Development District

Re: Summerstone Community Development District (Pasco County, Florida)
Acquisition of Improvements – Ashberry Village Phases 2A and 2B Work Product and Improvements


Ladies and Gentlemen:

The undersigned, a representative of Clearview Land & Design, P.L. ("**District Engineer**"), as engineer for the Summerstone Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group, Inc., a foreign profit corporation ("**Developer**") of the "**Work Product**" and "**Improvements**," as further described in **Exhibit A** attached hereto, and in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and inspected the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Master Engineer's Report*, dated August 12, 2021 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Work Product and Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

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


Executed this 2nd day of September, 2021.



Toxey Hall, P.E.
Clearview Land & Design, P.L.
Florida Registration No. 37278

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 2nd day of September, 2021, by Toxey Hall, on behalf of Clearview Land & Design, P.L., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



Notary Public, State of Florida
Print Name: Lindsey Flanagan
Commission No.: _____
My Commission Expires: _____



EXHIBIT A

Description of Improvements and Work Product

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*Reclaimed water facilities are only located within Phase 2A.

Phases 2A and 2B Stormwater - All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Ashberry Village Phase 2A, all located on portions of the real property described as Tracts B-2, B-4, B-5, B-6B, B-6E1 and B-6E2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, all located on portions of the real property described as Tract B-2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit B** attached hereto.

Phase 2A and 2B Work Product – All of the right, title, interest, and benefit the developer, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

TOTAL ACQUISITION COSTS:

IMPROVEMENT	TOTAL CONTRACT AMOUNT **	TOTAL CDD ELIGIBLE AMOUNT	TOTAL CDD AMOUNT PAID TO DATE	REMAINING CDD ELIGIBLE AMOUNT TO BE PAID
PHASE 2A EARTHWORK*	\$2,429,924.74	\$1,943,939.79	\$1,905,014.98	\$38,924.81
PHASE 2A ROADWAY	\$1,086,125.34	\$1,086,125.34	\$1,003,048.87	\$83,076.47
PHASE 2A STORMWATER	\$1,006,513.72	\$1,006,513.72	\$1,003,598.01	\$2,915.71
PHASE 2A WASTEWATER	\$757,526.35	\$757,526.35	\$745,833.51	\$11,692.84
PHASE 2A WATER	\$349,128.03	\$349,128.03	\$342,406.71	\$6,721.32
PHASE 2A RECLAIM	\$262,454.41	\$262,454.41	\$262,454.41	\$0.00
PHASE 2B EARTHWORK*	\$113,244.10	\$90,595.28	\$90,329.17	\$266.11
PHASE 2B ROADWAY	\$183,252.00	\$183,252.00	\$183,252.00	\$0.00
PHASE 2B STORMWATER	\$196,236.50	\$196,236.50	\$196,236.50	\$0.00
PHASE 2B WASTEWATER	\$88,247.60	\$88,247.60	\$88,076.62	\$170.98
PHASE 2B WATER	\$119,488.17	\$119,488.17	\$110,655.95	\$8,832.22
TOTAL:	\$6,592,140.96	\$6,083,507.19	\$5,930,906.73	\$152,600.46

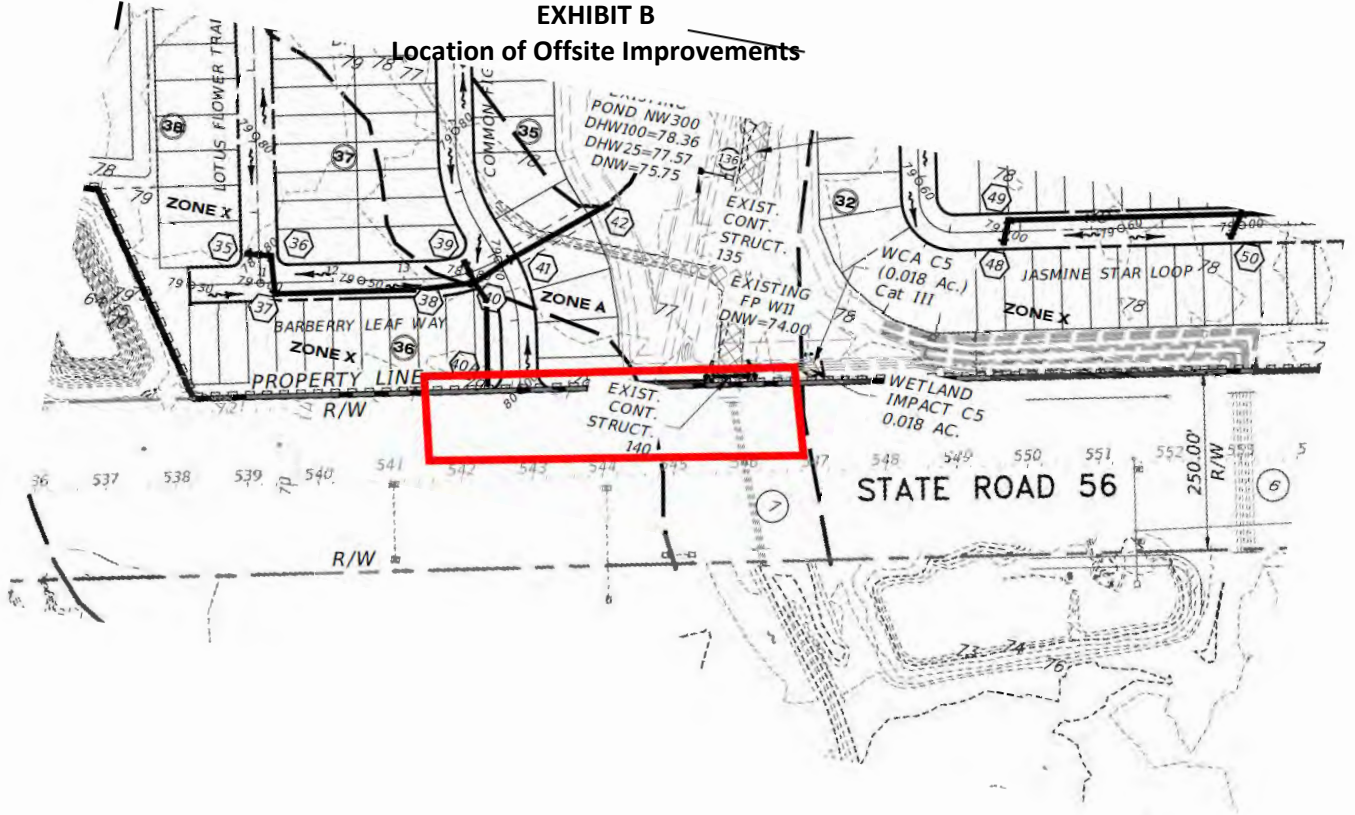
*Earthwork line items have a 20% reduction for the fill placed in the lots.

** Based on the Contract with Kearney Companies Pay App #16

Phase 2A includes offsite improvements for SR56 (earthwork, roadway, stormwater)

EXHIBIT B

Location of Offsite Improvements



BILL OF SALE
ASHBERRY VILLAGE PHASES 2A AND 2B
WORK PRODUCT AND IMPROVEMENTS

THIS BILL OF SALE is made to be effective as of the 8th day of September, 2021, by and between Forestar (USA) Real Estate Group, Inc., a foreign profit corporation, whose address for purposes hereof is 4042 Park Oaks Boulevard, Suite 200, Tampa, Florida 33610 ("Grantor"), and for good and valuable consideration, to it paid by the Summerstone Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("District" or "Grantee") whose address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvement and other property interests as described below to have and to hold for Grantee's own use and benefit forever (together, "Property"):

- a) **Phases 2A and 2B Roadway Improvements** – All roadway improvements including paving, drainage, curb, sidewalks, and gutter, for the development of Ashberry Village Phase 2A, as located within the rights-of-way designated as Tract R, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, as located within the rights-of-way designated as Tract R and R-1, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit A** attached hereto.
- b) **Phases 2A and 2B Utilities** - All wastewater, potable water, and reclaimed* water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment, and appurtenances thereto, for the development of Ashberry Village Phase 2A, as located within the rights-of-way designated as Tracts R and Z-2, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, and for the development of Ashberry Village Phase 2B, located on, over, under and across those portions of the real property described as Tracts R and R-1, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida.
*Reclaimed water facilities are only located within Phase 2A.
- c) **Phases 2A and 2B Stormwater** - All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development

of Ashberry Village Phase 2A, all located on portions of the real property described as Tracts B-2, B-4, B-5, B-6B, B-6E1 and B-6E2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, all located on portions of the real property described as Tract B-2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit A** attached hereto.

- d) **Phase 2A and 2B Work Product** – All of the right, title, interest, and benefit the developer, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

- e) **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP, INC.

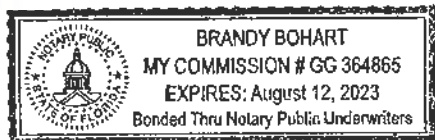
By: [Signature]
Name: Kristine McAlvanah
Title: _____

[Signature]
Name: Tony Squitieri
Title: Vice President

By: [Signature]
Name: Anche Carmack
Title: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 8th day of September 2021, by Tony Squitieri as Vice President of Forestar (USA) Real Estate Group, Inc., a foreign profit corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Brandy Bohart
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Improvements and Work Product

Phases 2A and 2B Roadway Improvements – All roadway improvements including paving, drainage, curb, sidewalks, and gutter, for the development of Ashberry Village Phase 2A, as located within the rights-of-way designated as Tract R, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, as located within the rights-of-way designated as Tract R and R-1, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit B** attached hereto.

Phases 2A and 2B Utilities - All wastewater, potable water, and reclaimed* water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals, lift stations, manholes, equipment, and appurtenances thereto, for the development of Ashberry Village Phase 2A, as located within the rights-of-way designated as Tracts R and Z-2, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, and for the development of Ashberry Village Phase 2B, located on, over, under and across those portions of the real property described as Tracts R and R-1, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida.

*Reclaimed water facilities are only located within Phase 2A.

Phases 2A and 2B Stormwater - All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Ashberry Village Phase 2A, all located on portions of the real property described as Tracts B-2, B-4, B-5, B-6B, B-6E1 and B-6E2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2A, as recorded in Plat Book 85, Pages 129 – 141, of the Official Records of Pasco County, Florida, for the development of Ashberry Village Phase 2B, all located on portions of the real property described as Tract B-2, and Drainage and Access Easements, as shown on the plat known as Ashberry Village Phase 2B, as recorded in Plat Book 86, Page 10 – 11 of the Official Records of Pasco County, Florida, and located offsite as depicted in **Exhibit B** attached hereto.

Phase 2A and 2B Work Product – All of the right, title, interest, and benefit the developer, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

TOTAL ACQUISITION COSTS:

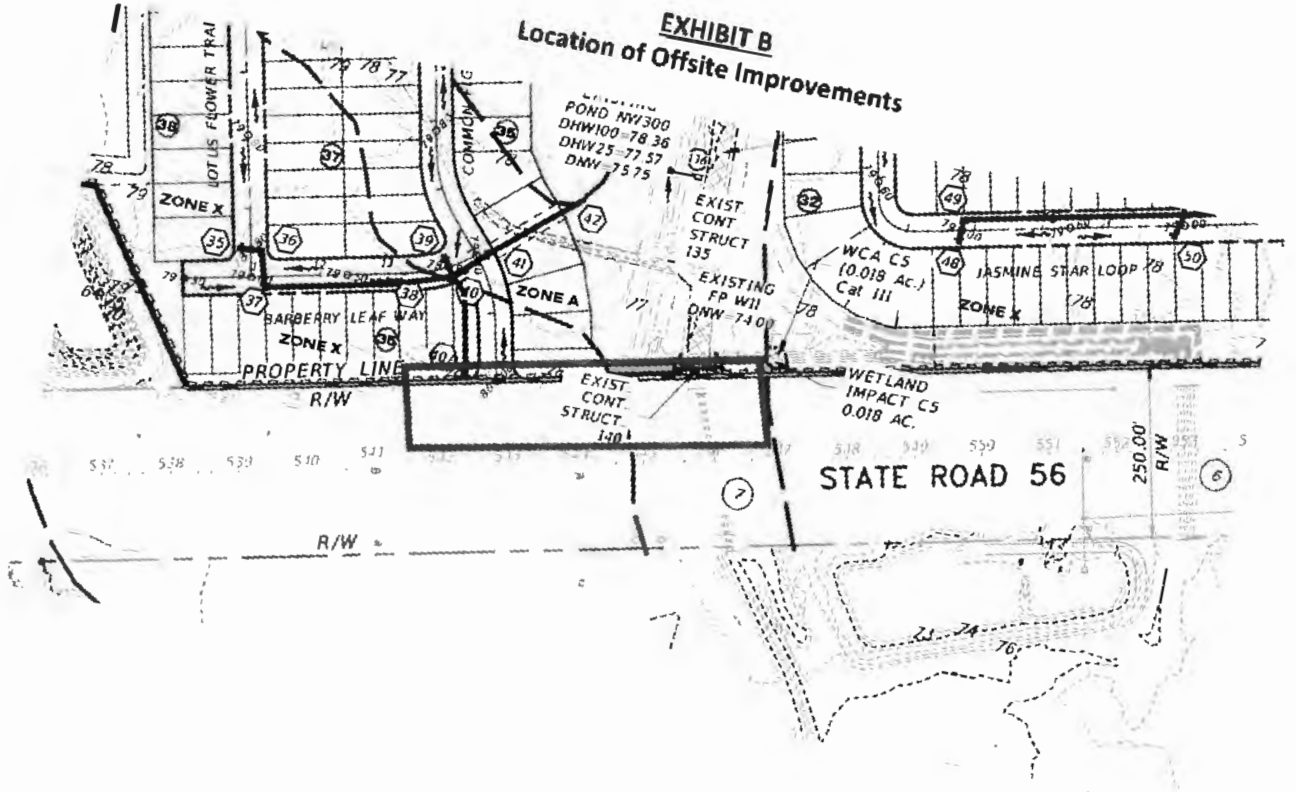
IMPROVEMENT	TOTAL CONTRACT AMOUNT **	TOTAL CDD ELIGIBLE AMOUNT	TOTAL CDD AMOUNT PAID TO DATE	REMAINING CDD ELIGIBLE AMOUNT TO BE PAID
PHASE 2A EARTHWORK*	\$2,429,924.74	\$1,943,939.79	\$1,905,014.98	\$38,924.81
PHASE 2A ROADWAY	\$1,086,125.34	\$1,086,125.34	\$1,003,048.87	\$83,076.47
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PHASE 2A RECLAIM	\$262,454.41	\$262,454.41	\$262,454.41	\$0.00
PHASE 2B EARTHWORK*	\$113,244.10	\$90,595.28	\$90,329.17	\$266.11
PHASE 2B ROADWAY	\$183,252.00	\$183,252.00	\$183,252.00	\$0.00
PHASE 2B STORMWATER	\$196,236.50	\$196,236.50	\$196,236.50	\$0.00
PHASE 2B WASTEWATER	\$88,247.60	\$88,247.60	\$88,076.62	\$170.98
PHASE 2B WATER	\$119,488.17	\$119,488.17	\$110,655.95	\$8,832.22
TOTAL:	\$6,592,140.96	\$6,083,507.19	\$5,930,906.73	\$152,600.46

*Earthwork line items have a 20% reduction for the fill placed in the lots.

** Based on the Contract with Kearney Companies Pay App #16

Phase 2A includes offsite improvements for SR56 (earthwork, roadway, stormwater)

EXHIBIT B
Location of Offsite Improvements



This instrument was prepared by:

KE Law Group, PLLC
PO Box 6386
Tallahassee, Florida 32314

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is executed as of this 8th day of September, 2021, by **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a foreign profit corporation, whose address for purposes hereof is 4042 Park Oaks Boulevard, Suite 200, Tampa, Florida 33610 (hereinafter called the “Grantor”), in favor of **SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called the “Grantee”).

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pasco, State of Florida, and more particularly below (“Property”):

TRACTS B-2 (WETLAND CONSERVATION AREA, COMMON AREA AND DRAINAGE AREA), B-4 (DRAINAGE AREA AND COMMON AREA, DRAINAGE AREA, LANDSCAPE BUFFER), B-5 (WETLAND CONSERVATION AREA, COMMON AREA AND DRAINAGE AREA), B-6A (COMMON AREA), B-6B (WETLAND CONSERVATION AREA), B-6C (COMMON AREA), B-6E1 (DRAINAGE AREA), B-6E2 (DRAINAGE AREA) AND R (RIGHT-OF-WAY), AS SHOWN ON THE PLAT KNOWN AS ASHBERRY VILLAGE PHASE 2A, AS RECORDED IN PLAT BOOK 85, PAGES 129 – 141, OF THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA.

TRACTS B-2 (COMMON AREA) AND R (RIGHT-OF-WAY), AS SHOWN ON THE PLAT KNOWN AS ASHBERRY VILLAGE PHASE 2B, AS RECORDED IN PLAT BOOK 86, PAGE 10 – 11 OF THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

GRANT OF EASEMENTS

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to

Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below (“Easements”):

THOSE CERTAIN DRAINAGE AND ACCESS EASEMENTS (TOGETHER, “EASEMENT AREAS”), IDENTIFIED ON THE FOLLOWING PLATS:

- 1) ASHBERRY VILLAGE PHASE 2A, AS RECORDED IN PLAT BOOK 85, PAGES 129 – 141, OF THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA; AND**
- 2) ASHBERRY VILLAGE PHASE 2B, AS RECORDED IN PLAT BOOK 86, PAGE 10 – 11 OF THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA.**

AND, WITH RESPECT TO THE FOREGOING, THE RIGHTS OF INGRESS AND EGRESS OVER, ACROSS, UPON, AND THROUGH THE EASEMENT AREAS, AS WELL AS RIGHTS OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING AND REPLACING STORMWATER, HARDSCAPING, LANDSCAPING, IRRIGATION, WETLAND AND/OR OTHER DISTRICT IMPROVEMENTS THAT COMPRISE THE DISTRICT’S CAPITAL IMPROVEMENT PLAN.

TOGETHER with all rights of Grantor, if any, to such stormwater, hardscaping, landscaping, irrigation, wetland and/or other District improvements that comprise the District’s capital improvement plan and that are located on the Easement Areas;

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the Easement Areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easement Areas, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easement Areas; provided, however, that Grantor’s reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or Easement Areas or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

"GRANTOR"

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP, INC.

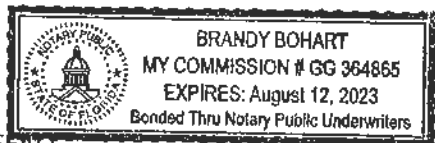
By: [Signature]
Name: Kristina McAlvord
Title: _____

[Signature]
Name: Tony Squitieri
Title: Vice President

By: [Signature]
Name: Andre Carmack
Title: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 5th day of September, 2021, by Tony Squitieri as Vice President of Forestar (USA) Real Estate Group, Inc., a foreign profit corporation, and who appeared before me this day in person and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Brandy Bohart
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

BILL OF SALE
ASHBERRY VILLAGE PHASE 2A

PROJECT: ASHBERRY VILLAGE PHASE 2A

PCU PROJECT NO.: PCU #06-241.11.A.1

PROJECT LOCATION: East of US 41, Parcel ID #25-26-20-0000-00100-0010

Summerstone Community Development District (Grantor), in the County of Pasco, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto Pasco County (Grantee) the following:

All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment (listed in Exhibit B) constructed in and for the development of ASHBERRY VILLAGE PHASE 2A, located in the public rights-of-way and easements contained within the property described in the attached Exhibit A (which includes a legible legal description and sketch of the property on which the improvements are located). The said water and wastewater facilities are tabulated on the attached Exhibit B.

To have and to hold the same to Pasco County, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, and hereunto set my hand, on this 8th day of September, 2021.

WITNESSES:

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

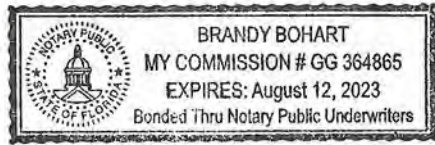
Signature: [Signature]
Print Name: Kristine McAllister

[Signature]
By: Christian Cotter
Its: Chair

Signature: [Signature]
Print Name: Andre Coomack

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of September, 2021, by Christian Cotter as Chair, of Summerstone Community Development District, a special purpose unit of local government established under Chapter 190, Florida Statutes, on behalf of the District. They are personally known to me or have produced _____ as identification.



[Signature]
Signature of Notary Public
Brandy Bohart
Name Typed, Printed or Stamped
Commission No.: GG 364865
My Commission Expires: 8-12-2023

BILL OF SALE
ASHBERRY VILLAGE PHASE 2B

PROJECT: ASHBERRY VILLAGE PHASE 2B

PCU PROJECT NO.: PCU #06-241.12.A.1

PROJECT LOCATION: East of US 41, Parcel ID #25-26-20-0000-00100-0010

Summerstone Community Development District (Grantor), in the County of Pasco, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto Pasco County (Grantee) the following:

All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment (listed in Exhibit B) constructed in and for the development of ASHBERRY VILLAGE PHASE 2B (Name of the Project), located in the public rights-of-way and easements contained within the property described in the attached Exhibit A (which includes a legible legal description and sketch of the property on which the improvements are located). The said water and wastewater facilities are tabulated on the attached Exhibit B.

To have and to hold the same to Pasco County, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, and hereunto set my hand, on this 8th day of September, 2021.

WITNESSES:

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

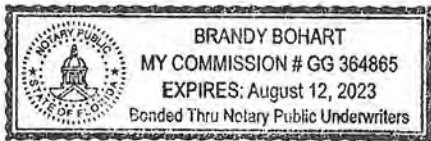
Signature: [Signature]
Print Name: Kristine McIlwain

[Signature]
By: Christian Cottef
Its: Chair

Signature: [Signature]
Print Name: Andree Carmichael

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of September, 2021, by Christian Cottef as Chair, of Summerstone Community Development District, a special purpose unit of local government established under Chapter 190, Florida Statutes, on behalf of the District. They are personally known to me or have produced _____ as identification.



[Signature]
Signature of Notary Public
Brandy Bohart
Name Typed, Printed or Stamped
Commission No.: GG 364865
My Commission Expires: 8-12-2023

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2021-13

[SUPPLEMENTAL ASSESSMENT RESOLUTION, 2021 BONDS]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S \$6,765,000 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (2021 PROJECT); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2021 BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE SERIES 2021 BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Summerstone Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, on September 25, 2020, the District's Board of Supervisors ("**Board**") adopted, after notice and public hearing, Resolution 2020-33, relating to the imposition, levy, collection and enforcement of debt service special assessments to secure the repayment of future bonds such as the Series 2021 Bonds (defined herein); and

WHEREAS, on September 9, 2021, and in order to finance all or a portion of what is known as the "2021 Project" (defined herein), the District entered into that certain *Bond Purchase Contract*, whereby the District agreed to sell its \$6,765,000 Special Assessment Revenue Bonds, Series 2021 (Phase Two) (together, "**Series 2021 Bonds**"); and

WHEREAS, pursuant to and consistent with Resolution 2020-33, the District desires to set forth the particular terms of the sale of the Series 2021 Bonds and confirm the lien for the special assessments securing such bonds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2020-33.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. On September 25, 2020, the District, after due notice and public hearing, adopted Resolution 2020-33 which, among other things, equalized, approved, confirmed and

levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provided that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds.

- b. The *Master Engineer's Report*, dated August 12, 2020, attached to this Resolution as **Exhibit A ("Engineer's Report")**, identifies and describes, among other things, the presently expected components of the "Phase 2 Project" a/k/a "**2021 Project.**" The Engineer's Report sets forth the estimated costs of the 2021 Project. The District hereby confirms that the 2021 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2021 Bonds.
- c. The *Final Second Supplemental Special Assessment Methodology Report for Phase Two*, dated September 9, 2021, and attached to this Resolution as **Exhibit B ("Assessment Report")**, applies to the 2021 Project and the actual terms of the Series 2021 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2021 Bonds.
- d. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the 2021 Project initially benefits all developable property within the "**Phase Two Assessment Area**", which is further described in **Exhibit C** attached hereto, and will accrue to the 331 platted residential units / 283.58 ERUs. Moreover, the benefits from the 2021 Project funded by the Series 2021 Bonds equal or exceed the amount of the special assessments securing the Series 2021 Bonds ("**Series 2021 Special Assessments**"), as described in **Exhibit B**, and such Series 2021 Special Assessments are fairly and reasonably allocated across the Phase Two Assessment Area.
- e. It is reasonable, proper, just and right to assess the portion of the costs of the 2021 Project to be financed with the Series 2021 Bonds to the specially benefited properties within the Phase Two Assessment Area as set forth in Resolution 2020-33 and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2021 BONDS.**

As provided in Resolution 2020-33, this Resolution is intended to set forth the terms of the Series 2021 Bonds and the final amount of the lien of the Series 2021 Special Assessments. **Composite Exhibit D** shows: (i) the rates of interest and maturity on the Series 2021 Bonds, (ii) the estimated sources and uses of funds of the Series 2021 Bonds, and (iii) the debt service due on the Series 2021 Bonds. The lien of the Series 2021 Special Assessments shall be the principal amount due on the Series 2021 Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s).

5. **ALLOCATION AND COLLECTION OF THE SERIES 2021 SPECIAL ASSESSMENTS.**

- a. The Series 2021 Special Assessments shall be allocated in accordance with **Exhibit B**. The Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2021 Bonds.

- b. Section 8 of Resolution 2020-33 sets forth the terms for collection and enforcement of the Series 2021 Special Assessments. The District hereby certifies the Series 2021 Special Assessments for collection to ensure payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. The District Manager is directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law and the applicable trust indenture in order to provide for the timely payment of debt service (and after taking into account any capitalized interest period, if any). Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Series 2021 Special Assessments and present the same to the Board as required by law.

6. **IMPACT FEE CREDITS.** [RESERVED.]

7. **PREPAYMENT OF SERIES 2021 SPECIAL ASSESSMENTS.** Section 8 of Resolution 2020-33 addresses prepayments for the Series 2021 Special Assessments.

8. **APPLICATION OF TRUE-UP PAYMENTS.** Section 9 of Resolution 2020-33, and using the Assessment Report as it relates to the Series 2021 Special Assessments and the Phase Two Assessment Area, shall govern true-up obligations for the Series 2021 Special Assessments and Series 2021 Bonds. The true-up process shall apply to any re-plats of lands within the Phase Two Assessment Area.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Series 2021 Special Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Series 2021 Special Assessments shall be and shall remain legal, valid and binding first liens against all benefitted property as described in **Exhibit B** until paid and such liens shall be coequal with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **CONFLICTS.** This Resolution is intended to supplement Resolution 2020-33, which remains in full force and effect and is applicable to the Series 2021 Bonds except as modified herein. This Resolution and Resolution 2020-33 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

11. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

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APPROVED and **ADOPTED** this 24th day of September, 2021.

ATTEST:

**SUMMERSTONE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *Master Engineer's Report*, dated August 12, 2020

Exhibit B: *Final Second Supplemental Special Assessment Methodology Report for Phase Two*, dated September 9, 2021

Exhibit C: Legal Description of the Phase Two Assessment Area

Comp. Exhibit D: Maturities and Coupon of Series 2021 Bonds

Sources and Uses of Funds for Series 2021 Bonds

Annual Debt Service Payment Due on Series 2021 Bonds

Exhibit A:

Master Engineer's Report, dated August 12, 2020

MASTER ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

Toxey A. Hall, P.E.
Clearview Land Design, P.L.
Tampa, Florida

August 12, 2020

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan ("CIP") and estimated costs of the CIP, for the Summerstone Community Development District.

2. GENERAL SITE DESCRIPTION

The District is located entirely within unincorporated Pasco County, Florida, and covers approximately 175.056 acres of land, more or less. **Exhibit A** depicts the boundaries of the District. The site is generally located north of State Road 56, south of Brumwell Drive and west of Morris Bridge Road.

There are currently no improvements within the District Boundary.

3. CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 570 residential units. The CIP is intended to be developed in two phases, and over a two-year period from 2020 through 2022.

The proposed site plan for the District is attached as **Exhibit B** to this report, and the plan enumerates the proposed lot count, by type, for the District. The following charts show the planned product types and land uses for the District:

LOT SUMMARY TABLE					
	60' LOTS	50' LOTS	40' LOTS	20' TOWNS	TOTAL
PHASE 1	2	81	82	74	239
PHASE 2	0	120	117	94	331
TOTAL	2	201	199	168	570

TRACT DESIGNATION TABLE		
TRACT USE	MAINTENANCE ENTITY	ACREAGE
DRAINAGE AREA	CDD	39.69 AC
COMMON AREA	CDD	10.52 AC
PARKS	CDD/HOA	2.83 AC
AMENITY AREA	HOA	2.92 AC
WASTE WATER LIFT STATION	PASCO COUNTY	0.12 AC
RIGHT OF WAY	CDD	21.45 AC
SINGLE FAMILY LOTS	HOMEOWNER	60.60 AC
WETLAND CONSERVATION AREA	CDD	26.72 AC
PASCO CO. PUBLIC ROW	PASCO COUNTY	3.57 AC

The CIP infrastructure includes:

Roadway Improvements:

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. There is also a Pasco County “Vision Road” corridor on the property (Olden Amber Road). Approximately 700 linear feet of Olden Amber Road will be constructed with lot development, and an additional 1100 linear feet of right-of-way will be dedicated to Pasco County. This additional right-of way will allow Pasco County to construct Olden Amber Road through to the north property boundary in the future.

Sidewalks abutting lots will be constructed by the homebuilders and maintained by the CDD. In addition, the CDD will maintain the sidewalks in the Pasco County roadways described above. All roads will be designed in accordance with County standards.

All internal roadways may be financed by the District. Olden Amber Road will be dedicated to Pasco County for ownership, operation, and maintenance. The interior subdivision roads will be owned and maintained by the CDD.

There are no transportation impact fee credits assigned to the District property.

Stormwater Management System:

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. Most of the stormwater system within the project discharges to the New River floodplain along the west boundary of the District property. The stormwater system has been designed consistent with the criteria established by the Southwest Florida Water Management District, and the County, for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception that the County

will own, operate, and maintain the inlets and storm sewer systems within New River Road right-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots.

Water, Wastewater and Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within right-of-ways and used for potable water service and fire protection. Water main connections will be made at a water main being constructed in the State Road 56 right-of-way adjacent to the District boundary.

Wastewater improvements for the project will include an onsite 8" diameter gravity collection system, offsite and onsite 4" forcemains and two onsite lift stations. The offsite forcemain connection will be made at a force main being constructed in the State Road 56 right-of-way adjacent to the District boundary.

Similarly, the reclaim water distribution system will be constructed to provide service for irrigation throughout the community. An offsite reclaim connection will be made at a reclaim water main being constructed in the State Road 56 right-of-way adjacent to the District boundary.

The water and reclaim distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to Pasco County for operation and maintenance.

There are no utility impact fee credits assigned to the District property.

Hardscape, Landscape, and Irrigation:

Either the Developer or the District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. To the extent Hardscape/Landscape/Irrigation improvements are financed and constructed by the District, such improvements are to be maintained by the District.

The County has distinct design criteria requirements for planting and irrigation design. Therefore, this project will at a minimum meet those requirements but, in most cases, exceed the requirements with enhancements for the benefit of the community.

Street Lights / Undergrounding of Electrical Utility Lines:

The District intends to lease street lights through an agreement with the Withlacoochee River Electric Cooperative (WREC) in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, street lights are not included as part of the CIP.

The CIP does however include the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by WREC and not paid for by the District as part of the CIP.

Recreational Amenities:

The project developer also intends to construct an amenity center, parks, and other recreational areas for the development. These improvements will be funded by the developer and, upon completion, turned over to a homeowners' association for ownership, operation, and maintenance. All such improvements are considered common elements for the benefit of the landowners within the District.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

As noted, the District's CIP functions as a system of improvements benefitting all lands within the District.

All of the foregoing improvements are required by applicable development approvals. Note that there are no impact fee or similar credits available from the construction of any such improvements.

The following table shows who will finance, and ultimately own and operate the various improvements of the CIP:

<u>Facility Description</u>	<u>Financing</u>	<u>Ownership</u>	<u>O&M Entity</u>
Roadways	CDD	CDD/County	CDD/County
Stormwater Management	CDD	CDD	CDD
Utilities (Water, Sewer, Reclaim)	CDD	County	County
Hardscape/Landscape/Irrigation	DEV/CDD	HOA/CDD	HOA/CDD
Street Lighting	WREC	WREC	WREC
Undergrounding of Conduit	CDD	WREC	WREC
Recreational Amenities	DEV	HOA	HOA

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or will be obtained in the normal course of business. A comprehensive list of permits and status is included as **Exhibit C**.

5. OPINION OF PROBABLE CONSTRUCTION COSTS

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in this table are reasonable and consistent with market pricing, both for the CIP.

**Proposed Facilities Financed by the
Summerstone CDD**

Facilities	Funded By	Ownership and Maintenance Entity	Phase 1	Phase 2	Estimated Construction Cost
Utilities	CDD	Pasco County	\$ 1,092,659.27	\$ 1,558,273.00	\$ 2,650,932.27
Lift Station	CDD	Pasco County	\$ 312,401.33	\$ 369,860.00	\$ 682,261.33
Roadway Improvements	CDD	CDD/Pasco/DOT	\$ 1,662,360.85	\$ 1,255,640.62	\$ 2,918,001.47
Stormwater Improvements	CDD	CDD/Pasco	\$ 3,195,204.81	\$ 3,859,225.90	\$ 7,054,430.71
Electric Distribution	CDD	WREC	\$ 300,000.00	\$ 350,000.00	\$ 650,000.00
Landscape/Hardscape/Irrigation	HOA/CDD	HOA/CDD	\$ 486,125.00	\$ 351,445.00	\$ 837,570.00
Professional Services	CDD	CDD	\$ 1,000,000	\$ 500,000.00	\$ 1,500,000.00
TOTAL			\$ 8,048,751.26	\$ 8,244,444.52	\$ 16,293,195.78

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

The cost estimates provided are reasonable to complete the required improvements and it is our professional opinion that the infrastructure improvements comprising the CIP will serve as a system of improvements that benefit and add value to all lands within the District. The cost estimates are based on prices currently being experienced in West Florida. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that the improvement plan is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the

CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

In sum, it is our opinion that: (1) the estimated cost to the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the CIP is feasible; and (3) that the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned 570 residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

August 12, 2020 _____
Toxey A. Hall, P.E. _____, P.E. Date
FL License no. 37278 _____

Exhibit C

Project Name	Permit Description	Permit#	Approval Date	Expiration Date
River Landing	River Landing MPUD	RZ7370 PDD19-7370	5/23/2019	12/31/2035
River Landing	River Landing Conceptual ERP	49007934.005	9/12/2019	9/12/2024
River Landing	ACOE Permit	SAJ-2018-02782	12/5/2019	12/5/2024
Ashberry Village Phases 1A, 1B1, 1B2, 2A and 2B	PDP	RESSUB-2019-00015	11/17/2019	11/17/2025
Ashberry Village	Master Utility Plan	PCU#06-241.04.A.1	11/18/2019	N/A
Ashberry Village Mass Grading Phase 1 & 2	Mass Grade	MASSGP-2019-00015	12/9/2019	12/9/2021
Ashberry Village Mass Grading Phase 1 & 2	SWFWMD ERP	43007934.007	12/6/2019	12/6/2024
Ashberry Village @ SR56 & Morris Bridge Rd.	FDOT NOI Highway Access Connection	application# 2019-A-798-00032	12/17/2019	12/17/2020
Ashberry Village @ SR56 & Morris Bridge Rd.	FDOT Drainage Connection Permit	application# 2019-A-798-00053	4/30/2020	4/30/2021
Ashberry Village	NPDES (River Landing)	FLR20DF34	10/18/2019	10/17/2024
Ashberry Village Phase 1	CP/SW Site Development Permit	SDP-2020-00095 CPSW-2019-00054	3/17/2020	3/17/2026
Ashberry Village Phase 1	ERP Major Mod	43007934.008	2/21/2020	2/21/2025
Ashberry Village Phase 1	Gopher Tortoise Permit	GTC-19-00294	8/23/2019	8/23/2020

Ashberry Village Phase 1	Letter of Commitment Ph 1A	UTILPL-2019-00109 PCU#06-241.05	4/17/2020	4/17/2021
Ashberry Village Phase 1	Letter of Commitment Ph 1B1	UTILPL-2019-00110 PCU#06-241.06	4/17/2020	4/17/2021
Ashberry Village Phase 1	Letter of Commitment Ph 1B2 Townhomes	UTILPL-2019-00111 PCU#06-241.07	4/17/2020	4/17/2021
Ashberry Village Phase 1	Letter of Commitment Ph 1B2	UTILPL-2019-00112 PCU#06-241.08	4/17/2020	4/17/2021
Ashberry Village Phase 1	FDEP Water Ph 1A	1370-51CW06-241.05	5/21/2020	5/21/2021
Ashberry Village Phase 1	FDEP Wastewater Ph 1A	1507-51CS06-241.05	5/21/2020	5/21/2021
Ashberry Village Phase 1	FDEP Reclaimed Ph 1A	1507-51RW06-241.05	5/21/2020	5/21/2021
Ashberry Village Phase 1	FDEP Water Ph 1B1	1371-51CW06-241.06	5/22/2020	5/22/2021
Ashberry Village Phase 1	FDEP Wastewater Ph 1B1	1508-51CS06-241.06	5/22/2020	5/22/2021
Ashberry Village Phase 1	FDEP Reclaimed Ph 1B1	1508-51RW06-241.06	5/22/2020	5/22/2021
Ashberry Village Phase 1	FDEP Water Ph 1B2 Townhomes	1373-51CW06-241.07	6/2/2020	6/2/2021
Ashberry Village Phase 1	FDEP Wastewater Ph 1B2 Townhomes	1510-51CS06-241.07	6/2/2020	6/2/2021
Ashberry Village Phase 1	FDEP Reclaimed Ph 1B2 Townhomes	1510-51RW06-241.07	6/2/2020	6/2/2021
Ashberry Village Phase 1	FDEP Water Ph 1B2	1370-51CW06-241.08	5/28/2020	5/28/2021
Ashberry Village Phase 1	FDEP Wastewater Ph 1B2	1507-51CS06-241.08	5/28/2020	5/28/2021
Ashberry Village Phase 1	FDEP Reclaimed Ph 1B2	1507-51RW06-241.08	5/28/2020	5/28/2021
Ashberry Village Phase 1	Final Plat	Currently Under Review		
Ashberry Village Phase 1	FDOT Drainage Connection Permit - Mod			

Ashberry Village Phase 2	CP/SW Site Development Permit	Currently Under Review		
Ashberry Village Phase 2	ERP Minor Mod	43007934.01	7/9/2020	7/9/2025
Ashberry Village Phase 2	Gopher Tortoise Permit			
Ashberry Village Phase 2	Letter of Commitment Ph 2A	Currently Under Review		
Ashberry Village Phase 2	Letter of Commitment Ph 2B	Currently Under Review		
Ashberry Village Phase 2	FDEP Wastewater Ph 2A			
Ashberry Village Phase 2	FDEP Reclaimed Ph 2A			
Ashberry Village Phase 2	FDEP Water Ph 2A			
Ashberry Village Phase 2	FDEP Wastewater Ph 2B Townhomes			
Ashberry Village Phase 2	FDEP Water Ph 2B Townhomes			
Ashberry Village Phase 2	Final Plat			
Ashberry Village Phase 2	FDOT Drainage Connection Permit - Mod			

Exhibit B:

*Final Second Supplemental Special Assessment Methodology Report
for Phase Two, dated September 9, 2021*

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

Final Second Supplemental Special Assessment
Methodology Report for Phase Two

September 9, 2021



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Final Second Supplemental Special Assessment Methodology Report for Phase Two (the "Second Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated August 13, 2020 and to provide a supplemental financing plan and a supplemental special assessment methodology for the area defined in the Engineer's Report (defined later herein) as the Phase Two portion ("Phase Two") of the Summerstone Community Development District (the "District") located in unincorporated Pasco County, Florida. This Second Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "Capital Improvement Plan") contemplated to be provided by the District for Phase Two (the "2021 Project").

Please note that Final First Supplemental Special Assessment Methodology Report for Phase One (the "First Supplemental Report") dated October 29, 2020 was previously developed to provide a supplemental financing plan and a supplemental special assessment methodology for the area defined in the Engineer's Report as the Phase One portion ("Phase One") of the District. The First Supplemental Report was developed in relation to funding by the District of a portion of the costs of the Capital Improvement Plan contemplated to be provided by the District for Phase One (the "2020 Project").

1.2 Scope of the Second Supplemental Report

This Second Supplemental Report presents the projections for financing a portion of the 2021 Project described in the Master Engineer's Report developed by Clearview Land Design, P.L. (the "District Engineer") dated August 12, 2020 (the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and partial funding of the 2021 Project by the District.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded by the District as part of the 2021 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the boundaries of Phase Two, as well as general benefits to the area outside of Phase Two, outside of the District and public at large.

However, as discussed within this Second Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Phase Two. The District's 2021 Project enables properties within the boundaries of Phase Two to be developed.

There is no doubt that the general public and property owners of property outside of Phase Two will benefit from the provision of the 2021 Project. However, these benefits are only incidental since the 2021 Project is designed solely to provide special benefits peculiar to property within Phase Two. Properties outside Phase Two are not directly served by the 2021 Project and do not depend upon the 2021 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Phase Two properties receive compared to those lying outside of the boundaries of Phase Two.

The 2021 Project will provide public infrastructure improvements which are all necessary in order to make the lands within Phase Two developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Phase Two to increase by more than the sum of the financed cost of the individual components of the 2021 Project. Even though the exact value of the benefits provided by the 2021 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Second Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Capital Improvement Plan, the 2020 Project and the 2021 Project portions as determined by the District Engineer.

Section Four discusses the supplemental financing program for the District.

Section Five discusses the special assessment methodology for Phase Two that was introduced in the Master Report and the First Supplemental Report and its application to the current development and financing programs for the District.

2.0 Development Program

2.1 Overview

The District will serve the Summerstone development, part of the River Landing MPUD, (the "Development" or "Summerstone"), a master planned residential development located in unincorporated Pasco County, Florida. The land within the District consists of approximately 175.056 +/- acres and is generally located north of State Road 56, south of Brumwell Drive and west of Morris Bridge Road.

2.2 The Development Program

The development of Summerstone is anticipated to be conducted by Forestar (USA) Real Estate Group Inc. (the "Developer"). Based upon the information provided by the Developer and the Engineer, the current development plan envisions a total of 570 residential units developed in two (2) phases referred to as Phase One with a total of 239 residential units and Phase Two with a total of 331 residential units, although land use types, unit numbers, and phasing of development may change throughout the development period. Please note that as of the time of writing of this Second Supplemental Report, land development has already commenced within Phase One and Phase Two and that all 570 residential units have been platted. Table 1 in the *Appendix* illustrates the development plan for Summerstone.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The Capital Improvement Plan needed to serve the Development is projected to consist of improvements which will serve all of the lands in the District. The Capital Improvement Plan will consist of, among other things, roadways, storm water management, water, wastewater & reclaimed water, lift station for the utilities,

undergrounding of electrical utility lines, and landscape/hardscape/irrigation. At the time of this writing, the total cost of the Capital Improvement Plan, including professional services is estimated to total approximately \$16,293,195.78.

Even though the installation of the improvements that comprise the Capital Improvement Plan is projected to occur in two (2) phases coinciding with the two (2) phases of development within the District, the 2020 Project comprises that portion of the Capital Improvement Plan necessary for the development of Phase One. The 2021 Project comprises that portion of the Capital Improvement Plan necessary for the development of Phase Two. The infrastructure improvements that comprise the overall Capital Improvement Plan will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another. Because Phase One and Phase Two are interrelated systems, the 2021 Project may include Phase One costs, and the 2021 Bonds may fund the Phase One costs, as long as the 2021 Assessments and the 2020 Assessments (related to funding in part the costs associated with the 2020 Project) are fairly and reasonably allocated. As shown in the tables attached hereto, the 2021 Assessments and 2020 Assessments are anticipated to be approximately the same (subject to final bond pricing), and therefore are fairly and reasonably allocated.

Table 2 in the *Appendix* illustrates the specific components of the Capital Improvement Plan and provides the breakdown of the Phase One Costs (the 2020 Project), estimated to total approximately \$8,048,751.26 and the Phase Two Costs (the 2021 Project), estimated to total approximately \$8,244,444.52.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this Second Supplemental Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from

the Developer or construct it, or even partly acquire it and partly construct it.

The District intends to issue Special Assessment Revenue Bonds, Series 2021 (Phase Two) in the principal amount of \$6,765,000 (the "2021 Bonds") to fund a portion of the 2021 Project in the amount of \$6,560,110.69. It is anticipated that any costs of the 2021 Project not funded by the 2021 Bonds will be contributed to the District at no cost under a Acquisition Agreement that will be entered into by the Developer and the District.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the 2021 Bonds in the principal amount of \$6,765,000 to finance \$6,560,110.69 in costs of the 2021 Project. The 2021 Bonds are structured to be amortized in 30 annual installments following a 1-month capitalized interest period. Interest payments on the Bonds are to be made every May 1 and November 1, and principal payments on the Bonds are to be made on every May 1 commencing May 1, 2022.

In order to finance the portion of the costs of the 2021 Project, the District will borrow more funds and incur indebtedness in the total amount of approximately \$6,765,000. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount costs of issuance, and bond premium. Final sources and uses of funding for the 2021 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the 2021 Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the 2021 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of Phase Two and general benefits accruing to areas outside Phase Two and outside of the District, but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the 2021 Project. All assessable

properties that receive special benefits from the 2021 Project will be assessed for their fair share of the debt issued in order to finance a portion of the 2021 Project.

5.2 Benefit Allocation

The current development plan envisions the development of 570 residential units in two (2) phases referred to as Phase One with a total of 239 residential units and Phase Two with a total of 331 residential units, although unit numbers and land use types may change throughout the development period.

Even though the installation of the improvements that comprise the Capital Improvement Plan is projected to occur as two (2) separate projects, the 2020 Project and the 2021 Project, coinciding with the development of Phase One and Phase Two respectively, by allowing for the land in the District to be developable the infrastructure improvements that comprise the Capital Improvement Plan will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another and their combined benefit will be greater than the sum of their individual benefits. All of the unit types within the District, both those in the Phase One and those in the Phase Two, will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

The portion of the Capital Improvement Plan that comprises the 2021 Project has a logical connection to the special and peculiar benefits received by the land within Phase Two, as without such improvements, the development of the properties within Phase Two would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within Phase Two, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessment (the "2021 Assessment") to the land receiving such special and peculiar benefits – i.e., Phase Two. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual 2021 Assessment amount levied on that parcel.

The development of land in the District is projected to include a private amenity area that will be owned and operated by the

homeowners' association for the benefit of the landowners and residents within the District. While it is beyond question that the parcel(s) containing the amenity area will benefit from the provision of the Capital Improvement Plan and more immediately the 2021 Project, the District has determined to exempt such property from any debt assessments of the District because the amenity is a common element for the benefit of the lot owners.

Following the methodology described in the Master Report and the First Supplemental Report, the benefit associated with the Capital Improvement Plan of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types projected to be developed within the District, based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units or units with a lower intensity of use will use and benefit from the District's improvements less than larger units or units with a higher intensity of use, as for instance, generally and on average smaller units or units with lower intensity of use produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units or units with a higher intensity of use is likely to appreciate by more in terms of dollars than that of the smaller units or units with a lower intensity of use as a result of the implementation of the Capital Improvement Plan. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different unit types from the District's improvements.

Since, as already stated in the First Supplemental Report and also in this Second Supplemental Report, the sum of the 2020 Project and the 2021 Project, both of which comprise the whole of the Capital Improvement Plan and will serve and provide benefit to all land uses within the Phase One and Phase Two and will comprise an interrelated system of improvements, Table 5 in the *Appendix* presents the allocation of the costs of the Capital Improvement Plan to Phase One and Phase Two based on the benefit allocation methodology illustrated in Table 4 in the *Appendix*. This allocation

illustrates that Phase Two benefits from approximately \$9,498,056.28 in the costs of the Capital Improvement Plan, which figure represents a portion of the costs of the 2021 Project, a portion of which is attributable to under this methodology to Phase Two.

In order to facilitate the marketing of the residential units within Phase Two, the Developer requested that the District limit the amount of annual assessments for debt service on the 2021 Bonds to certain predetermined levels, and in order to accomplish that goal, the Developer will be required as part of the Acquisition Agreement to construct all of the 2021 Project improvements, in the amount of at least \$790,593.39, which represents a required minimum “buy down” of assessment levels, in excess of the total amount available from the proceeds of the 2021 Bonds¹. Because there is ample infrastructure, \$2,937,945.59, left to be constructed above and beyond what the District will finance, the required contribution of constructed infrastructure is expected to be made through the ordinary course of development of Phase Two. Using the ERU benefit allocations developed in Table 4 in the *Appendix*, as well as the allocation of the costs of the Capital Improvement Plan to Phase One and Phase Two developed in Table 5 in the *Appendix*, Table 6 in the *Appendix* illustrates the allocation of the costs of the 2021 Project allocable to Phase Two in the amount of \$9,498,056.28 in accordance with the ERU benefit allocation methodology and the allocation of the amount funded with proceeds of the 2021 Bonds in the amount of \$6,560,110.69, while Table 7 in the *Appendix* illustrates the derivation of the minimum contribution of \$790,593.39 for the 2021 Project Phase Two.

Finally, Table 8 in the *Appendix* illustrates the allocation of that portion of the 2021 Project attributable to Phase Two that is funded with proceeds of the 2021 Bonds as well as the apportionment of the 2021 Assessment and the annual payments of the 2021 Assessment for the various unit types projected to be developed within Phase Two.

5.3 Assigning Debt

As the land in the District has already been platted for its intended final use and the precise location of all residential units by unit type is known, the 2021 Assessment will be allocated to each platted parcel based on the planned use for that platted parcel as reflected in Table 8 in the *Appendix*.

¹ Please note that in the event of a true-up as described in Section 5.6 herein, the District may require the Developer to make a payment in addition to the contribution of constructed capital improvements.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District and funded with proceeds of the 2021 Bonds create special and peculiar benefits to certain properties within Phase Two. The District's improvements benefit assessable properties within Phase Two and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The improvements which are part of the 2021 Project make the land in Phase Two developable and saleable and when implemented jointly as parts of the 2021 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Phase Two according to reasonable estimates of the special and peculiar benefits derived from the 2021 Project by different unit types.

Accordingly, no acre or parcel of property within the District will be lienied for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The Assessment Methodology described herein is based on conceptual information obtained from the Developer prior to construction. If replatting occurs it is possible that the number of and unit types of residential units being developed could change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the 2021 Assessment within Phase Two on a per unit basis never exceeds the initially allocated assessments as set forth herein. The 2021 Assessment per unit preliminarily equals the levels in Table 8 in the *Appendix* and may change based on the final bond sizing. If such changes occur, the Methodology is applied to the Phase Two land based on the number of units within each and every parcel.

Because Phase Two is platted, the 2021 Assessment is presently assigned to platted parcels based on the figures in Table 8 in the *Appendix*. If as a result of replatting and reapportionment of the Assessment to the replatted parcels, the Assessment per unit remains equal to the figures in Table 8 in the *Appendix*, then no true-up adjustment will be necessary.

If as a result of replatting and reapportionment of the 2021 Assessment to the replatted parcels, the 2021 Assessment per unit equals less than the figures in Table 8 in the *Appendix* (for instance as a result of a larger number of units), then the per unit Assessment for all parcels within Phase Two will be lowered if that state persists at the conclusion of replatting of all land within Phase Two.

If, in contrast, as a result of replatting and reapportionment of the 2021 Assessment to the replatted parcels, the 2021 Assessment per unit equals more than the figures in Table 8 in the *Appendix* (for instance as a result of a smaller number of units), taking into account any future development plans for the same lands – in the District's reasonable discretion and to the extent such future redevelopment plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in the 2021 Assessment plus accrued interest will be collected from the owner of the property which replatting caused the increase of assessment per unit to occur, in accordance with the assessment resolution and a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees as provided therein.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual 2021 Assessment per unit and the 2021 Assessment figures in Table 8 in the *Appendix*, multiplied by the actual number of units plus accrued interest to the next succeeding interest payment date on the 2021 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of Bonds secured by the 2021 Assessment).

Note that, in the event that the 2021 Project is not completed, certain infrastructure contributions are not made, multiple bond issuances are contemplated and not all are issued, or under certain other circumstances, the District may be required to reallocate the 2021 Assessment, provided however that the 2021 Assessment would only be reallocated as among lands within Phase Two.

5.7 Assessment Roll

The 2021 Assessment of \$6,765,000 is proposed to be levied as illustrated in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Second Supplemental Report. For additional information on the 2021 Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is

Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Summerstone Community Development District

Development Plan

Unit Type	Phase One Number of Units	Phase Two Number of Units	Total Number of Units
TH 20'	74	94	168
SF 40'	82	117	199
SF 50'	81	120	201
SF 60'	2	0	2
Total	239	331	570

Table 2

Summerstone Community Development District

Capital Improvement Program

Improvement	Phase One Costs (2020 Project)	Phase Two Costs (2021 Project)	Total Costs
Road Improvements	\$1,662,361	\$1,255,641	\$2,918,001.47
Storm Water Management	\$3,195,205	\$3,859,226	\$7,054,430.71
Water, Wastewater and Reclaimed Water	\$1,092,659	\$1,558,273	\$2,650,932.27
Lift Station (Utilities)	\$312,401	\$369,860	\$682,261.33
Undergrounding of Electrical Utility Lines	\$300,000	\$350,000	\$650,000.00
Landscape/Hardscape/Irrigation	\$486,125	\$351,445	\$837,570.00
Professional Services	\$1,000,000	\$500,000	\$1,500,000.00
Total	\$8,048,751	\$8,244,445	\$16,293,195.78

Table 3

Summerstone

Community Development District

Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$6,765,000.00
Premium	\$161,406.00
Total Sources	\$6,926,406.00

Uses

Project Fund Deposits:	
Project Fund	\$6,560,110.69
Other Fund Deposits:	
Debt Service Reserve Fund	\$92,975.00
Capitalized Interest Fund	\$20,954.31
Delivery Date Expenses:	
Costs of Issuance	\$154,950.00
Underwriter's Discount	\$97,416.00
Total Uses	\$6,926,406.00

Table 4

Summerstone

Community Development District

Benefit Allocation

Unit Type	Number of Units	ERU per Unit	Total ERU
TH 20'	168	0.62	104.16
SF 40'	199	0.90	179.10
SF 50'	201	1.00	201.00
SF 60'	2	1.10	2.20
Total	570		486.46

Unit Type	Phase One		Phase One Total ERU	Percent of Total ERU
	Number of Units	ERU per Unit		
TH 20'	74	0.62	45.88	
SF 40'	82	0.90	73.80	
SF 50'	81	1.00	81.00	
SF 60'	2	1.10	2.20	
Total	239		202.88	41.71%

Unit Type	Phase Two		Phase Two Total ERU	Percent of Total ERU
	Number of Units	ERU per Unit		
TH 20'	94	0.62	58.28	
SF 40'	117	0.90	105.30	
SF 50'	120	1.00	120.00	
SF 60'	0	1.10	0.00	
Total	331		283.58	58.29%

Table 5

Summerstone

Community Development District

ERU-Based Allocation of Costs of the Capital Improvement Program to Phase One and Phase Two

	Total ERU	Percent of Total ERU	Allocation of Costs of Capital Improvement Program
Phase One Allocable Capital Improvement Program Cost	202.88	41.71%	\$6,795,139.50
Phase Two Allocable Capital Improvement Program Cost	283.58	58.29%	\$9,498,056.28
Total	486.46	100.00%	\$16,293,195.78

Unit Type	Total Capital Improvement Program Costs	Phase One Allocable Capital Improvement Program Cost	Phase Two Allocable Capital Improvement Program Cost
TH 20'	\$3,488,671.78	\$1,536,676.85	\$1,951,994.92
SF 40'	\$5,998,666.62	\$2,471,812.38	\$3,526,854.24
SF 50'	\$6,732,171.92	\$2,712,964.80	\$4,019,207.12
SF 60'	\$73,685.46	\$73,685.46	\$0.00
Total	\$16,293,195.78	\$6,795,139.50	\$9,498,056.28

Table 6

Summerstone

Community Development District

2021 Project Phase Two Cost Allocation

Unit Type	Infrastructure Allocation Based on ERU Method	Infrastructure Financed with 2021 Bonds	Infrastructure Constructed by the Developer
TH 20'	\$1,951,994.92	\$1,023,364.83	\$928,630.10
SF 40'	\$3,526,854.24	\$2,426,214.48	\$1,100,639.76
SF 50'	\$4,019,207.12	\$3,110,531.38	\$908,675.73
SF 60'	\$0.00	\$0.00	\$0.00
Total	\$9,498,056.28	\$6,560,110.69	\$2,937,945.59

Table 7

Summerstone

Community Development District

2021 Project Phase Two Cost Allocation - Minimum Required Contribution Calculations

Unit Type	Minimum Infrastructure Allocation Based on ERU Method	Minimum Infrastructure Financed with 2021 Bonds	Minimum Infrastructure Constructed by the Developer
TH 20'	\$1,510,681.41	\$1,023,364.83	\$487,316.58
SF 40'	\$2,729,491.29	\$2,426,214.48	\$303,276.81
SF 50'	\$3,110,531.38	\$3,110,531.38	\$0.00
SF 60'	\$0.00	\$0.00	\$0.00
Total	\$7,350,704.08	\$6,560,110.69	\$790,593.39

Note: Tables 6 and 7 quantify the amount of benefit from the Capital Improvement Program attributable to Phase Two and to the different unit types within that Phase. Based on this information, Table 7 shows the minimum contributions of completed improvements required to buy-down the Assessment to the target levels shown in Table 8 (i.e., \$790,593.39). In lieu of the District issuing additional bonds to finance the full cost of the 2021 Project and levying additional assessments, and pursuant to the Completion Agreement and/or Acquisition Agreement, the Developer will be required to construct all of the improvements that are part of the 2021 Project attributable to Phase Two - please note that contributions do not include financing costs because the contributions are not being financed, and so instead include only construction cost offsets.

Table 8

Summerstone

Community Development District

Phase Two Improvements Assessment Apportionment

Unit Type	Infrastructure Financed with 2021 Bonds	Total Assessment Apportionment	Assessment Apportionment per Unit	Principal & Interest Annual Payment Apportionment per Unit	Annual Assessment Apportionment per Unit*
TH 20'	\$1,023,364.83	\$1,055,327.17	\$11,226.88	\$617.19	\$656.58
SF 40'	\$2,426,214.48	\$2,501,991.47	\$21,384.54	\$1,175.60	\$1,250.63
SF 50'	\$3,110,531.38	\$3,207,681.37	\$26,730.68	\$1,469.50	\$1,563.29
SF 60'	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$6,560,110.69	\$6,765,000.00			

* Includes estimated costs of collection and assumes payment in March, which costs may be subject to change

Exhibit "A"

Assessment Roll

Parcel ID	Block	Lot	Owner	Unit Type	Assessment
25-26-20-0040-03200-0010	32	1	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0020	32	2	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0030	32	3	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0040	32	4	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0050	32	5	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0060	32	6	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0070	32	7	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0080	32	8	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0090	32	9	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0100	32	10	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0110	32	11	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0120	32	12	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0130	32	13	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0140	32	14	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0150	32	15	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0160	32	16	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0170	32	17	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0180	32	18	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0190	32	19	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0200	32	20	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0210	32	21	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0220	32	22	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0230	32	23	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0240	32	24	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0250	32	25	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0260	32	26	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0270	32	27	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0280	32	28	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0290	32	29	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0300	32	30	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03200-0310	32	31	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03200-0320	32	32	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03200-0330	32	33	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03200-0340	32	34	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0010	33	1	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0020	33	2	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0030	33	3	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0040	33	4	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0050	33	5	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0060	33	6	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0070	33	7	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0080	33	8	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68

Exhibit "A"

Assessment Roll

Parcel ID	Block	Lot	Owner	Unit Type	Assessment
25-26-20-0040-03300-0090	33	9	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0100	33	10	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0110	33	11	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0120	33	12	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0130	33	13	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03300-0140	33	14	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0150	33	15	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0160	33	16	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0170	33	17	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0180	33	18	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0190	33	19	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0200	33	20	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0210	33	21	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0220	33	22	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0230	33	23	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0240	33	24	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0250	33	25	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0260	33	26	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0270	33	27	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0280	33	28	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0290	33	29	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03300-0300	33	30	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03400-0010	34	1	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0020	34	2	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0030	34	3	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0040	34	4	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0050	34	5	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0060	34	6	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0070	34	7	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0080	34	8	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0090	34	9	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0100	34	10	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0110	34	11	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0120	34	12	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0130	34	13	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03400-0140	34	14	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03500-0010	35	1	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03500-0020	35	2	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03500-0030	35	3	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03500-0040	35	4	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03500-0050	35	5	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03500-0060	35	6	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68

Exhibit "A"

Assessment Roll

Parcel ID	Block	Lot	Owner	Unit Type	Assessment
25-26-20-0040-03500-0070	35	7	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03500-0080	35	8	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03500-0090	35	9	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03600-0010	36	1	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03600-0020	36	2	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03600-0030	36	3	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03600-0040	36	4	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03600-0050	36	5	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03600-0060	36	6	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03600-0070	36	7	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03600-0080	36	8	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03600-0090	36	9	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03600-0100	36	10	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0010	37	1	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0020	37	2	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0030	37	3	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0040	37	4	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0050	37	5	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0060	37	6	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0070	37	7	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0080	37	8	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0090	37	9	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0100	37	10	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0110	37	11	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0120	37	12	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0130	37	13	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0140	37	14	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0150	37	15	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0160	37	16	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0170	37	17	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03700-0180	37	18	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-03800-0010	38	1	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0020	38	2	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0030	38	3	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0040	38	4	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0050	38	5	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0060	38	6	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0070	38	7	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0080	38	8	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0090	38	9	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0100	38	10	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0110	38	11	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68

Exhibit "A"

Assessment Roll

Parcel ID	Block	Lot	Owner	Unit Type	Assessment
25-26-20-0040-03800-0120	38	12	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0130	38	13	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0140	38	14	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0150	38	15	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0160	38	16	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0170	38	17	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0180	38	18	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0190	38	19	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0200	38	20	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0210	38	21	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0220	38	22	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0230	38	23	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0240	38	24	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0250	38	25	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0260	38	26	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03800-0270	38	27	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0010	39	1	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0020	39	2	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0030	39	3	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0040	39	4	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0050	39	5	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0060	39	6	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0070	39	7	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0080	39	8	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0090	39	9	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0100	39	10	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0110	39	11	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0120	39	12	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0130	39	13	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0140	39	14	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0150	39	15	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0160	39	16	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0170	39	17	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0180	39	18	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0190	39	19	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0200	39	20	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0210	39	21	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0220	39	22	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0230	39	23	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0240	39	24	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0250	39	25	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0260	39	26	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68

Exhibit "A"

Assessment Roll

Parcel ID	Block	Lot	Owner	Unit Type	Assessment
25-26-20-0040-03900-0270	39	27	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0280	39	28	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0290	39	29	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0300	39	30	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0310	39	31	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0320	39	32	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-03900-0330	39	33	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04000-0010	40	1	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04000-0020	40	2	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04000-0030	40	3	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04000-0040	40	4	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04000-0050	40	5	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04000-0060	40	6	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04000-0070	40	7	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04000-0080	40	8	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04000-0090	40	9	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0010	41	1	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0020	41	2	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0030	41	3	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0040	41	4	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0050	41	5	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0060	41	6	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0070	41	7	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0080	41	8	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0090	41	9	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0100	41	10	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0110	41	11	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0120	41	12	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0130	41	13	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0140	41	14	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0150	41	15	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0160	41	16	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0170	41	17	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0180	41	18	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0190	41	19	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0200	41	20	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0210	41	21	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0220	41	22	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0230	41	23	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0240	41	24	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0250	41	25	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0260	41	26	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54

Exhibit "A"

Assessment Roll

Parcel ID	Block	Lot	Owner	Unit Type	Assessment
25-26-20-0040-04100-0270	41	27	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0280	41	28	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0290	41	29	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0300	41	30	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0310	41	31	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0320	41	32	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04100-0330	41	33	FORESTAR USA REAL ESTATE GROUP INC	SF 40'	\$21,384.54
25-26-20-0040-04200-0010	42	1	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0020	42	2	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0030	42	3	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0040	42	4	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0050	42	5	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0060	42	6	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0070	42	7	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0080	42	8	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0090	42	9	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0100	42	10	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0110	42	11	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0120	42	12	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0130	42	13	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0140	42	14	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0150	42	15	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0160	42	16	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0170	42	17	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0180	42	18	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0190	42	19	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
25-26-20-0040-04200-0200	42	20	FORESTAR USA REAL ESTATE GROUP INC	SF 50'	\$26,730.68
30-26-21-0040-00600-0010	6	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00600-0020	6	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00600-0030	6	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00600-0040	6	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00600-0050	6	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00600-0060	6	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00600-0070	6	7	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00600-0080	6	8	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00700-0010	7	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00700-0020	7	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00700-0030	7	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00700-0040	7	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00700-0050	7	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00700-0060	7	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00700-0070	7	7	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88

Exhibit "A"

Assessment Roll

Parcel ID	Block	Lot	Owner	Unit Type	Assessment
30-26-21-0040-00700-0080	7	8	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00800-0010	8	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00800-0020	8	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00800-0030	8	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00800-0040	8	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00800-0050	8	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00800-0060	8	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00900-0010	9	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00900-0020	9	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00900-0030	9	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00900-0040	9	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00900-0050	9	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-00900-0060	9	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01000-0010	10	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01000-0020	10	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01000-0030	10	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01000-0040	10	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01000-0050	10	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01000-0060	10	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01100-0010	11	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01100-0020	11	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01100-0030	11	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01100-0040	11	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01100-0050	11	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01100-0060	11	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01200-0010	12	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01200-0020	12	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01200-0030	12	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01200-0040	12	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01200-0050	12	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01200-0060	12	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01300-0010	13	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01300-0020	13	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01300-0030	13	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01300-0040	13	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01300-0050	13	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01300-0060	13	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01400-0010	14	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01400-0020	14	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01400-0030	14	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01400-0040	14	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01400-0050	14	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88

Exhibit "A"

Assessment Roll

Parcel ID	Block	Lot	Owner	Unit Type	Assessment
30-26-21-0040-01400-0060	14	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01500-0010	15	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01500-0020	15	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01500-0030	15	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01500-0040	15	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01500-0050	15	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01500-0060	15	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01600-0010	16	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01600-0020	16	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01600-0030	16	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01600-0040	16	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01600-0050	16	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-01600-0060	16	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02400-0010	24	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02400-0020	24	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02400-0030	24	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02400-0040	24	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02400-0050	24	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02400-0060	24	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02400-0070	24	7	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02400-0080	24	8	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02500-0010	25	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02500-0020	25	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02500-0030	25	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02500-0040	25	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02500-0050	25	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02500-0060	25	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02500-0070	25	7	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02500-0080	25	8	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02600-0010	26	1	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02600-0020	26	2	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02600-0030	26	3	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02600-0040	26	4	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02600-0050	26	5	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02600-0060	26	6	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02600-0070	26	7	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
30-26-21-0040-02600-0080	26	8	FORESTAR USA REAL ESTATE GROUP INC	TH 20'	\$11,226.88
Total					\$6,765,000.00

Exhibit C:
Legal Description

Comp. Exhibit D:

Maturities and Coupon of Series 2021 Bonds

Sources and Uses of Funds for Series 2021 Bonds

Annual Debt Service Payment Due on Series 2021 Bonds

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

5A

**FIRST AMENDMENT TO
ACQUISITION AGREEMENT**

THIS FIRST AMENDMENT TO ACQUISITION AGREEMENT (“Amendment”) is made and entered into, by and between:

Summerstone Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

Forestar (USA) Real Estate Group, Inc., a Delaware corporation, the owner and primary developer of lands within the boundary of the District, whose mailing address is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (together with its successors and assigns, “**Developer**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage system, roadway improvements, recreation improvements, wetland mitigate on, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the District and the Developer previously entered into that certain *Acquisition Agreement*, effective September 27, 2020 (“**Agreement**”) wherein the District agreed to acquire from the Developer work product, improvements and land related to the District’s Capital Improvement Plan (“**CIP**”) (as defined in the Agreement); and

WHEREAS, the District now intends to issue its Special Assessment Bonds, Series 2021 (Phase Two) (“**2021 Bonds**”), in order to fund the portion of the CIP referred to as the “**2021 Project**,” as defined and described in the *Engineer’s Report*, dated August 12, 2021 and as revised from time to time (“**2021 Engineer’s Report**”); and

WHEREAS, the Developer and the District desire to set forth their agreement that, among other things, the Developer complete and convey the balance of the CIP to the District; and

WHEREAS, the District and the Developer accordingly desire to amend the Agreement in order to address the item referenced above.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Amendment.

2. ACQUISITIONS OF CIP. The parties acknowledge that the Developer has substantially completed the CIP. Accordingly, the Developer agrees to fund the completion of the CIP and then convey the balance of the CIP to the CDD pursuant to the Agreement.

3. CONTRIBUTION OF INFRASTRUCTURE. Pursuant to Section 6 of the Agreement, the *Final First Supplemental Special Assessment Methodology Report for Phase One*, dated October 29, 2020 requires a minimum contribution of improvements and/or work product of \$525,730.42 in order for the debt assessments securing the Special Assessment Revenue Bonds, Series 2020 (Phase One) to be fair and reasonable, and the *Final Second Supplemental Special Assessment Methodology Report for Phase Two*, dated September 9, 2021 requires a minimum contribution of improvements and/or work product of \$790,593.39 in order for the debt assessments securing the Special Assessment Revenue Bonds, Series 2021 (Phase Two) to be fair and reasonable. As required by Section 6 of the Agreement, the Developer agrees to provide a contribution of Improvements and/or Work Product and/or land based on appraised value in order to satisfy the minimum contribution requirements set forth in this paragraph. Any such contributions shall not be eligible for payment under the Agreement.

4. AFFIRMATION OF AGREEMENT. Nothing contained herein shall alter or amend the parties' rights and responsibilities under the Agreement, except as expressly amended herein. The Agreement is hereby affirmed, as amended hereby, and continues to constitute a valid and binding agreement between the parties.

5. AUTHORIZATION. The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

6. COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the parties below execute the *First Amendment to Acquisition Agreement* to be effective as of September 28, 2021.

**SUMMERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chairperson

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Its: _____

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

5BI

This instrument was prepared by:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**DECLARATION OF CONSENT
(2021 BONDS)**

D.R Horton, Inc., a foreign corporation, together with its successors and assigns (together, "**Landowner**"), represents that it is the owner of 100% of the developable land described in **Exhibit A** attached hereto and made a part hereof ("**Property**"), and further declares, acknowledges and agrees as follows:

1. The Summerstone Community Development District ("**District**") is, and has been at all times, on and after July 17, 2020, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended ("**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Pasco County, Florida ("**County**"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 20-28, effective as of July 17, 2020, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from July 17, 2020, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2020-26, 2020-33, and 2021-___ (collectively, "**Assessment Resolutions**") that levied and imposed debt service special assessment liens on the Property (together, "**Assessments**"). Such Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other state liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its \$6,765,000 Special Assessment Revenue Bonds, Series 2021 (Phase Two), or securing payment thereof ("**Financing Documents**"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments (including but not limited to any "true-up" payments due under the Assessment Resolutions) and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments (including but not limited to any "true-up" payments due under the Assessment Resolutions), the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate

use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

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[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of September 28, 2021.

WITNESS

D.R. HORTON, INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of **D.R. HORTON, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: Legal Description of Property

EXHIBIT A

Legal Description of the Property

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

5B11

This instrument was prepared by:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**DECLARATION OF CONSENT
(2021 BONDS)**

Forestar (USA) Real Estate Group, Inc., a Delaware corporation, together with its successors and assigns (together, "**Landowner**"), represents that it is the owner of 100% of the developable land described in **Exhibit A** attached hereto and made a part hereof ("**Property**"), and further declares, acknowledges and agrees as follows:

1. The Summerstone Community Development District ("**District**") is, and has been at all times, on and after July 17, 2020, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended ("**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Pasco County, Florida ("**County**"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 20-28, effective as of July 17, 2020, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from July 17, 2020, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2020-26, 2020-33, and 2021-___ (collectively, "**Assessment Resolutions**") that levied and imposed debt service special assessment liens on the Property (together, "**Assessments**"). Such Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other state liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its \$6,765,000 Special Assessment Revenue Bonds, Series 2021 (Phase Two), or securing payment thereof ("**Financing Documents**"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments (including but not limited to any "true-up" payments due under the Assessment Resolutions) and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments (including but not limited to any "true-up" payments due under the Assessment Resolutions), the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate

use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

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[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of September 28, 2021.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description of Property

EXHIBIT A

Legal Description of the Property

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

5C

This instrument was prepared by:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCE
(2021 BONDS)**

This Supplemental Disclosure of Public Finance supplements the prior *Disclosure of Public Finance (2020 Bonds)* recorded in the Public Records of Pasco County, Florida at INSTR# 2020205187, OR BK 10228, PG 1782 ("**Prior Disclosure**"), which Prior Disclosure remains in full force and effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Disclosure.

2021 Bonds & Assessments

By way of update, The District has authorized the construction and/or acquisition of its "**2021 Project**" as part of the CIP. On September 28, 2021, the District issued its \$6,765,000 Special Assessment Revenue Bonds, Series 2021 (Phase Two) ("**2021 Bonds**") to finance all or a portion of the 2021 Project. The 2021 Project is estimated to cost approximately \$8.2 million, is anticipated to serve the 331 platted residential units in Phase Two of the District, and is described as the Phase Two Project in the Engineer's Report. The 2021 Bonds are secured by special assessments ("**2021 Assessments**") levied and imposed as part of the Master Assessments and on the 331 platted units comprising Phase Two of the District. The 2021 Assessments are further described in the *Final Second Supplemental Special Assessment Methodology Report for Phase Two*, dated September 9, 2021 (together with the Master Assessment Report, "**Assessment Report**").

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, Florida Statutes, or by contacting the District Office, at c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431, phone (561)571-0010. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the foregoing *Supplemental Disclosure of Public Finance (2021 Bonds)* has been executed to be effective as of September 28, 2021.

WITNESS

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of **Summerstone Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description of the District

EXHIBIT A

RIVER LANDING NORTH RESIDENTIAL PARCEL

DESCRIPTION: A parcel of land lying in Section 25, Township 26 South, Range 20 East, and in Section 30, Township 26 South, Range 21 East, Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Northwest corner of the Northwest 1/4 of said Section 30; run thence along the North boundary of said Northwest 1/4 of Section 30, S.89°37'04"E., a distance of 2216.90 feet to a point on the Westerly maintained right-of-way line of MORRIS BRIDGE ROAD (Project Number C-3132.01), according to Road Plat Book 3, Page 381, of the Public Records of Pasco County, Florida; thence along said Westerly maintained right of way line, the following two (2) courses: (1) S.10°00'28"W., a distance of 239.61 feet; (2) S.09°03'15"W., a distance of 92.75 feet; thence along the Westerly right of way line of said MORRIS BRIDGE ROAD, according to Official Records Book 9430, Page 740, of the Public Records of Pasco County, Florida, the following two (2) courses: (1) N.81°07'49"W., a distance of 30.16 feet; (2) S.09°03'18"W., a distance of 564.70 feet; thence departing aforesaid Westerly right-of-way line, N.81°10'17"W., a distance of 973.96 feet; thence S.08°49'43"W., a distance of 650.11 feet to a point on a curve on the Northerly right-of-way line of State Road 56, according to aforesaid Official Records Book 9430, Page 740, of the Public Records of Pasco County, Florida; thence along said Northerly right-of-way line the following two (2) courses: (1) Westerly, 1792.60 feet along the arc of a non-tangent curve to the left having a radius of 4708.66 feet and a central angle of 21°48'46" (chord bearing S.88°52'51"W., 1781.79 feet) to a point of tangency; (2) S.77°58'29"W., a distance of 1648.80 feet to the Southeast corner of Pasco County Parcel 104D (Stormwater Management Facility), according to Official Records Book 9430, Page 276 of the Public Records of Pasco County, Florida, also described in aforesaid Official Records Book 9430, Page 740; thence along the Easterly, Northerly, and Westerly boundaries of said Pasco County Parcel 104D, the following five (5) courses: 1) N.35°08'51"W., a distance of 324.71 feet; 2) S.82°39'42"W., a distance of 155.51 feet; 3) S.30°18'39"W., a distance of 157.90 feet; 4) S.74°38'21"E., a distance of 121.32 feet; 5) S.35°08'51"E., a distance of 150.93 feet to a point on aforesaid Northerly right-of-way line of State Road 56; thence along said Northerly right-of-way line, S.77°58'29"W., a distance of 57.53 feet; thence departing said Northerly right of way line, N.49°26'19"W., a distance of 324.88 feet; thence N.38°25'24"W., a distance of 1453.72 feet; thence N.06°39'55"E., a distance of 436.20 feet to a point on the North boundary of the Northwest 1/4 of aforesaid Section 25; thence along said North boundary of the Northwest 1/4 of Section 25, N.89°21'59"E., a distance of 1117.40 feet to the Northeast corner thereof; thence along the North boundary of the Northeast 1/4 of said Section 25, N.89°22'36"E., a distance of 2670.03 feet to the **POINT OF BEGINNING**.

Containing 175.056 acres, more or less

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

5D

This instrument was prepared by:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**SUPPLEMENTAL NOTICE OF SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD
(2021 BONDS)**

This Supplemental Notice of Special Assessments / Governmental Lien of Record supplements the prior *Notice of Special Assessments / Governmental Lien of Record (2020 Bonds)* recorded in the Public Records of Pasco County, Florida at INSTR# 2020205188, OR BK 10228, PG 1786 ("**Prior Notice**"), which Prior Notice remains in full force and effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Notice.

The District has further adopted Resolution No. 2021-__ (together with the Master Assessment Resolutions, "**Assessment Resolutions**"), which has levied and imposed as part of the Master Assessments one or more non-ad valorem, debt service special assessment lien(s) ("**Series 2021 Assessments**," together with the Master Assessments, "**Assessments**") on the property described in **Exhibit B ("Assessment Area")**, and to secure the repayment of debt service on the District's \$6,765,000 Special Assessment Revenue Bonds, Series 2021 (Phase Two) ("**2021 Bonds**"). The 2021 Bonds are intended to finance a portion of the District's "**2021 Project**," which is part of the Master Project and which is defined in the Assessment Resolutions and described as the Phase Two Project in the Master Engineer's Report. The Series 2021 Assessments are further described in *Final Second Supplemental Special Assessment Methodology Report for Phase Two*, dated September 9, 2021 (together with the Master Assessment Report, "**Assessment Report**"). A copy of the Engineer's Report, Assessment Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431, Phone: 561-571-0010.

The Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Assessments, the Assessment Resolutions require that certain "**True-Up Payments**" be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the Assessment liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR**

ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed to be effective as of September 28, 2021, and recorded in the Public Records of Pasco County, Florida.

WITNESS

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as **Chairperson** of **Summerstone Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

RIVER LANDING NORTH RESIDENTIAL PARCEL

DESCRIPTION: A parcel of land lying in Section 25, Township 26 South, Range 20 East, and in Section 30, Township 26 South, Range 21 East, Pasco County, Florida, and being more particularly described as follows:

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Containing 175.056 acres, more or less

EXHIBIT B
Legal Description of Assessment Area Two

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

5 E



September 28, 2021

Summerstone Community Development District
Pasco County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank National Association, as Trustee
Fort Lauderdale, Florida
(solely for reliance upon Sections C.1., C.2. and C.3.)

Forestar (USA) Real Estate Group, Inc.
(solely for reliance upon Section C.3.)

Re: \$6,765,000 Summerstone Community Development District (Pasco County, Florida)
Special Assessment Revenue Bonds, Series 2021 (Phase Two)

Ladies and Gentlemen:

We serve as counsel to the Summerstone Community Development District (“**District**”), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$6,765,000 Summerstone Community Development District (Pasco County, Florida) Special Assessment Revenue Bonds, Series 2021 (Phase Two) (“**Bonds**”). This letter is delivered to you pursuant to Section 3.01 of the Master Indenture (defined below), Section 207 of the Supplemental Trust Indenture (defined below), and Section 8(c) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance 20-28, enacted by the Board of County Commissioners of Pasco County, Florida, which was effective as of July 17, 2020 (“**Establishment Ordinance**”);
2. the *Master Trust Indenture*, dated as of December 1, 2020 (“**Master Indenture**”), as supplemented by the *Second Supplemental Trust Indenture*, dated as of September 1, 2021 (“**Supplemental Trust Indenture**,” and together with the Master Indenture,

- “**Indenture**”), each by and between the District and U.S. Bank National Association, as trustee (“**Trustee**”);
3. Resolutions Nos. 2020-27 and 2021-12 (collectively, “**Bond Resolution**”);
 4. the *Master Engineer’s Report*, dated August 12, 2020 (“**Engineer’s Report**”), which describes among other things, the “**2021 Project**;”
 5. *Master Special Assessment Methodology Report*, dated August 13, 2020, and the *Final Second Supplemental Special Assessment Methodology Report for Phase Two*, dated September 9, 2021 (collectively, “**Assessment Methodology**”);
 6. Resolution Nos. 2020-26, 2020-33 and 2021-___ (collectively, “**Assessment Resolution**”), establishing the debt service special assessments (“**Debt Assessments**”) securing the Bonds;
 7. the *Final Judgment* issued on October 22, 2020, and by the Circuit Court for the Sixth Judicial Circuit in and for Pasco County, Florida in Case No. 2020-CA-1899, and Certificate of No Appeal issued on December 1, 2020;
 8. the *Preliminary Limited Offering Memorandum* dated September 3, 2021 (“**PLOM**”) and *Limited Offering Memorandum* dated September 9, 2021 (“**LOM**”);
 9. certain certifications by FMSbonds, Inc. (“**Underwriter**”), as underwriter to the sale of the Bonds;
 10. certain certifications of Clearview Land Design, P.L., as “**District Engineer**;”
 11. certain certifications of Wrathell, Hunt & Associates, LLC, as “**District Manager and Assessment Consultant**;”
 12. general and closing certificate of the District;
 13. an opinion of Akerman LLP (“**Bond Counsel**”) issued to the District in connection with the sale and issuance of the Bonds;
 14. the following agreements (collectively, “**Bond Agreements**”):
 - (a) the *Continuing Disclosure Agreement* dated September 28, 2021, by and among the District, Forestar (USA) Real Estate Group, Inc. (“**Developer**”) and a dissemination agent;
 - (b) the *Bond Purchase Contract* between Underwriter and the District and dated September 9, 2021 (“**BPC**”); and
 - (c) the *Acquisition Agreement*, and a *First Amendment to Acquisition Agreement*, each between the District and the Developer and dated December 3, 2020 and September 24, 2021, respectively.
 15. a Declaration of Consent executed by the Developer; and
 16. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Developer, counsel to the Developer, and others relative to the LOM and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; (iii) the Trustee provided however that the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2 and C.3; and (iv) the Developer, provided however that the Developer may only

rely on this opinion for the limited purposes of the opinions stated in Section C.3. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter, Trustee or the Developer in connection with the Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* (“Act”), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to authorize and execute the Assessment Resolution and to levy and impose the Debt Assessments, as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Bonds, (c) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (b) – (d) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Circuit Court in and for Pasco County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** –As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPC, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the PLOM, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS – Prepayment of Series 2021 Assessments,” “ENFORCEMENT OF ASSESSMENT COLLECTIONS,” “THE DISTRICT” (excluding the subcaptions “The District Manager and Other Consultants” and “Outstanding Indebtedness”), “ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS” (excluding the final paragraph of that section starting with “The District anticipates levying annual assessments . . .”), “AGREEMENT BY THE STATE,” “LEGALITY FOR INVESTMENT,” “LITIGATION – The District,” “CONTINUING DISCLOSURE” (as it relates to the District only), “VALIDATION,” and “AUTHORIZATION AND APPROVAL,” and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. **Litigation** – Based on our serving as the District's Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. **Compliance with Laws** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. **Authority to Undertake the 2021 Project** - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the 2021 Project, subject to

obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial, project, statistical or other similar information or data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the 2021 Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge

September 28, 2021

Page 6 of 6

that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KE LAW GROUP, PLLC

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

6

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2021**

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 4,458	\$ -	\$ -	\$ 4,458
Investments				
Revenue	-	5	-	5
Reserve	-	132,006	-	132,006
Construction	-	-	145	145
Interest	-	86,230	-	86,230
Undeposited funds	6,400	-	-	6,400
Total assets	<u>\$ 10,858</u>	<u>\$218,241</u>	<u>\$ 145</u>	<u>\$ 229,244</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 4,858	\$ -	\$ -	\$ 4,858
Due to Landowner	-	5,204	-	5,204
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>10,858</u>	<u>5,204</u>	<u>-</u>	<u>16,062</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	6,400	-	-	6,400
Total deferred inflows of resources	<u>6,400</u>	<u>-</u>	<u>-</u>	<u>6,400</u>
Fund balances:				
Restricted for:				
Debt service	-	213,037	-	213,037
Capital projects	-	-	145	145
Unassigned	(6,400)	-	-	(6,400)
Total fund balances	<u>(6,400)</u>	<u>213,037</u>	<u>145</u>	<u>206,782</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 10,858</u>	<u>\$218,241</u>	<u>\$ 145</u>	<u>\$ 229,244</u>

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Proposed Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 6,075	\$ 92,595	\$ 87,040	106%
Total revenues	<u>6,075</u>	<u>92,595</u>	<u>87,040</u>	106%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	44,000	48,000	92%
Legal	353	9,103	15,000	61%
Engineering	-	-	3,000	0%
Audit*	-	-	4,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	83	750	1,000	75%
Trustee*	-	-	5,000	0%
Telephone	16	183	200	92%
Postage	-	-	500	0%
Printing & binding	42	458	500	92%
Legal advertising	-	864	1,500	58%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	33	2,015	500	403%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	210	210	100%
Electricity	1,511	11,274	-	N/A
Total professional & administrative	<u>6,038</u>	<u>75,712</u>	<u>87,040</u>	87%
Excess/(deficiency) of revenues over/(under) expenditures	37	16,883	-	
Fund balances - beginning	<u>(6,437)</u>	<u>(23,283)</u>	-	
Fund balances - ending	<u>\$ (6,400)</u>	<u>\$ (6,400)</u>	<u>\$ -</u>	

*These items will be realized the year after the issuance of bonds.

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND, SERIES 2021
FOR THE PERIOD ENDED AUGUST 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 1	\$ 11
Total revenues	<u>1</u>	<u>11</u>
EXPENDITURES		
Debt service		
Interest	-	70,896
Total debt service	<u>-</u>	<u>70,896</u>
Other fees & charges		
Cost of issuance	-	181,946
Underwriter's discount	-	92,800
Total other fees and charges	<u>-</u>	<u>274,746</u>
Total expenditures	<u>-</u>	<u>345,642</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	(345,631)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	571,097
Original issue discount	-	(9,624)
Transfer out	-	(127)
Total other financing sources	<u>-</u>	<u>561,346</u>
Net change in fund balances	1	215,715
Fund balances - beginning	213,036	(2,678)
Fund balances - ending	<u>\$213,037</u>	<u>\$213,037</u>

**SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND, SERIES 2021
FOR THE PERIOD ENDED AUGUST 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 42
Total revenues	-	42
EXPENDITURES		
Capital outlay	-	4,068,927
Total expenditures	-	4,068,927
Excess/(deficiency) of revenues over/(under) expenditures	-	(4,068,885)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	4,068,903
Transfer in	-	127
Total other financing sources/(uses)	-	4,069,030
Net change in fund balances	-	145
Fund balances - beginning	145	-
Fund balances - ending	\$ 145	\$ 145

SUMMERSTONE

COMMUNITY DEVELOPMENT DISTRICT

7

DRAFT

**MINUTES OF MEETING
SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Summerstone Community Development District held Public Hearings and a Regular Meeting on August 27, 2021 at 11:45 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Ray Demby, III	Assistant Secretary
Ty Vincent	Assistant Secretary
Ryan Zook (via telephone)	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine	District Counsel
Jake Sanders (via telephone)	District Engineer
Barry Mazzoni	Access Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:47 a.m. Supervisors Moulton, Cotter, Vincent and Demby were present in person. Supervisor Zook was attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

A. Proof/Affidavit of Publication

The affidavit of publication was provided for informational purposes.

40 **B. Consideration of Resolution 2021-10, Relating to the Annual Appropriations and**
41 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2021 and Ending**
42 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
43 **Date**

44 Ms. Cerbone noted that the Fiscal Year 2021 budget was Landowner funded. On-roll
45 and off-roll assessments were anticipated for Fiscal Year 2022, rather than Landowner and
46 Developer contributions. She reviewed the proposed Fiscal Year 2022 budget highlighting any
47 line item increases, decreases and adjustments, compared to the Fiscal Year 2021 budget, and
48 explained the reasons for any adjustments.

49 Ms. Cerbone stated the CDD would be contracting with the HOA to maintain CDD assets,
50 including lake and pond, storm water system and wetlands maintenance. Discussion ensued
51 regarding minimal amounts remaining in the budget for these "Field operations" items. Ms.
52 Moulton stated that the amounts have been accounted for in the HOA budget.

53 Ms. Cerbone stated, when the next series of bonds is issued in Fiscal Year 2022, an
54 amended budget would be presented to reflect the anticipated new bond issue but
55 assessments would not change.

56

57 **On MOTION by Ms. Moulton and seconded by Mr. Vincent, with all in favor,**
58 **the Public Hearing was opened.**

59

60

61 Ms. Moulton asked Mr. Mazzone if he recalled what budget items were removed from
62 the CDD budget; she noted that the remaining amounts in the CDD were correct. Mr. Mazzone
63 recalled that items removed included landscape, lighting, roads that were to be dedicated to
64 the County, duplications of common area maintenance and amenities.

65 No members of the public spoke.

66

67 **On MOTION by Mr. Demby and seconded by Mr. Vincent, with all in favor, the**
68 **Public Hearing was closed.**

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71 Ms. Cerbone presented Resolution 2021-10.

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On MOTION by Mr. Demby and seconded by Mr. Vincent, with all in favor, Resolution 2021-10, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2021/2022, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

Mr. Demby noted that the advertisement does not match the Exhibit to the Fiscal Year 2022 budget. Discussion ensued regarding the budget and the Exhibit. Mr. Demby stated that the townhomes increased by \$1. Mr. Earlywine stated that the assessment amounts can be adjusted at the Public Hearing.

C. Consideration of Resolution 2021-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments; Including but Not Limited To Penalties and Interest Thereon; Certifying an Assessment Roll; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the Public Hearing was opened.

There were no public comments.

On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the Public Hearing was closed.

110 Ms. Cerbone presented Resolution 2021-11.

111

<p>112 On MOTION by Ms. Moulton and seconded by Mr. Vincent, with all in favor,</p> <p>113 Resolution 2021-11, Making a Determination of Benefit and Imposing Special</p> <p>114 Assessments for Fiscal Year 2021/2022; Providing for the Collection and</p> <p>115 Enforcement of Special Assessments; Including but Not Limited To Penalties</p> <p>116 and Interest Thereon; Certifying an Assessment Roll; Certifying an Assessment</p> <p>117 Roll; Providing for Amendments to the Assessment Roll; Providing a</p> <p>118 Severability Clause; and Providing an Effective Date, was adopted.</p>
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121 **FIFTH ORDER OF BUSINESS**

**Consideration of Second Supplemental
Special Assessment Methodology Report**

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124 Ms. Cerbone presented the Second Supplemental Special Assessment Methodology
125 Report, dated August 27, 2021. The following correction would be made:

126 Title Page: Change "Phase One" to Page Two"

127 Mr. Earlywine stated that approval would be in substantial form, as Staff was still
128 reviewing the Report; figures would change and the Report would be discussed at the
129 September meeting. Discussion ensued regarding the Report, Tables and the budget.

130

<p>131 On MOTION by Mr. Demby and seconded by Mr. Vincent, with all in favor, the</p> <p>132 Second Supplemental Special Assessment Methodology Report, dated</p> <p>133 September 21, 2020, as discussed, amended and in substantial form, was</p> <p>134 approved.</p>
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137 Mr. Demby asked for the Underwriters Discount to be reviewed due to the gross
138 amount of the issuance and timing of the bonds.

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140 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-12,
Supplementing its Resolution 2020-27 by
Authorizing the Issuance of its
Summerstone Community Development
District Special Assessment Revenue
Bonds, Series 2021 (Phase Two) in a
Principal Amount of Not Exceeding
\$7,500,000 for the Principal Purpose of
Acquiring and Constructing Assessable
Improvements; Delegating to the Chairman**

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150 or Vice Chairman of the Board of
151 Supervisors of the District, Subject to
152 Compliance With the Applicable Provisions
153 Hereof, the Authority to Award the Sale of
154 Such Series 2021 Bonds to FMSbonds, Inc.
155 by Executing and Delivering to Such
156 Underwriter a Bond Purchase Contract and
157 Approving the Form Thereof; Approving
158 the Form of and Authorizing the Execution
159 of the First Supplemental Trust Indenture;
160 Appointing U.S. Bank National Association
161 as the Trustee, Bond Registrar and Paying
162 Agent for Such Series 2021 Bonds; Making
163 Certain Findings; Approving Form of Said
164 Series 2021 Bonds; Approving the Form of
165 the Preliminary Limited Offering
166 Memorandum and Authorizing the Use by
167 the Underwriter of the Preliminary Limited
168 Offering Memorandum and the Limited
169 Offering Memorandum and the Execution
170 of the Limited Offering Memorandum;
171 Approving the Form of the Continuing
172 Disclosure Agreement and Authorizing the
173 Execution Thereof; Authorizing Certain
174 Officials of Summerstone Community
175 Development District and Others to Take
176 All Actions Required in Connection With
177 the Issuance, Sale and Delivery of Said
178 Series 2021 Bonds; Providing Certain Other
179 Details With Respect to Said Series 2021
180 Bonds; and Providing an Effective Date
181

182 Mr. Earlywine presented Resolution 2021-12, also known as the Delegated Award
183 Resolution, which accomplishes the following:

- 184 ➤ Authorizes FMS Bonds to price the bonds.
- 185 ➤ Authorizes the issuance of a not-to-exceed amount of bonds.
- 186 ➤ Approves the Supplemental Trust Indenture Form, in substantial form.
- 187 ➤ Authorizes the negotiated sale of the bonds.
- 188 ➤ Eliminates the need for a special meeting by authorizing the Chair or Vice Chair to
189 execute the Bond Purchase Contract (BPC).
- 190 ➤ Requires that the Board approve the BPC, Preliminary Offering Memorandum (PLOM),
191 Continuing Disclosure Agreement (CDA) and Second Supplemental Indenture.

192 The following change was made to Resolution 2021-12:

193 Title and throughout: Change “\$7,500,000” to “\$8,500,000”

194

195 **On MOTION by Ms. Moulton and seconded by Mr. Demby, with all in favor,**
 196 **Resolution 2021-12, as amended, Supplementing its Resolution 2020-27 by**
 197 **Authorizing the Issuance of its Summerstone Community Development District**
 198 **Special Assessment Revenue Bonds, Series 2021 (Phase Two) in a Principal**
 199 **Amount of Not Exceeding \$8,500,000 for the Principal Purpose of Acquiring and**
 200 **Constructing Assessable Improvements; Delegating to the Chairman or Vice**
 201 **Chairman of the Board of Supervisors of the District, Subject to Compliance**
 202 **With the Applicable Provisions Hereof, the Authority to Award the Sale of Such**
 203 **Series 2021 Bonds to FMSbonds, Inc. by Executing and Delivering to Such**
 204 **Underwriter a Bond Purchase Contract and Approving the Form Thereof;**
 205 **Approving the Form of and Authorizing the Execution of the First Supplemental**
 206 **Trust Indenture; Appointing U.S. Bank National Association as the Trustee,**
 207 **Bond Registrar and Paying Agent for Such Series 2021 Bonds; Making Certain**
 208 **Findings; Approving Form of Said Series 2021 Bonds; Approving the Form of the**
 209 **Preliminary Limited Offering Memorandum and Authorizing the Use by the**
 210 **Underwriter of the Preliminary Limited Offering Memorandum and the Limited**
 211 **Offering Memorandum and the Execution of the Limited Offering**
 212 **Memorandum; Approving the Form of the Continuing Disclosure Agreement**
 213 **and Authorizing the Execution Thereof; Authorizing Certain Officials of**
 214 **Summerstone Community Development District and Others to Take All Actions**
 215 **Required in Connection With the Issuance, Sale and Delivery of Said Series**
 216 **2021 Bonds; Providing Certain Other Details With Respect to Said Series 2021**
 217 **Bonds; and Providing an Effective Date, was adopted.**

218

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220 **SEVENTH ORDER OF BUSINESS**

**Consideration of FMSbonds, Inc., Rule G-17
Disclosure**

221

222

223 Ms. Cerbone presented the FMSbonds, Inc., Rule G-17 Disclosure.

224

225 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
 226 **FMSbonds, Inc., Rule G-17 Disclosure, was approved.**

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229 **EIGHTH ORDER OF BUSINESS**

**Consider Termination of Access Residential
Management, LLC, Field Operations
Agreement**

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233 Ms. Cerbone recommended that the CDD contract with the HOA rather than with Access
234 Management for management of CDD assets. She recommended terminating the contract with
235 Access Residential Management, LLC for Field Operations services.

236 Mr. Cotter stated that, although the letter stated the Agreement was dated June 1,
237 2021, no billing was ever submitted to the CDD for services.

238 Ms. Moulton stated the purpose for this was for efficiency and cost savings; Access
239 Residential Management, LLC (ARM) has worked with the CDD to streamline costs.

240

On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, Termination of the Access Residential Management, LLC, Field Operations Agreement, was approved.

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246 **▪ Consideration of Agreement with HOA for Maintenance of CDD Improvements**

247 **This item, previously the Tenth Order of Business, was presented out of order.**

248 Ms. Cerbone presented the Agreement with the HOA for Maintenance of CDD
249 Improvements.

250

On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, the CDD/HOA Maintenance Agreement, was approved.

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255 **NINTH ORDER OF BUSINESS**

Ratification of Engagement with KE Law Group, PLLC, for District Counsel Services [Jere Earlywine]

256

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259 **• Consideration of Fee Agreement**

260 Ms. Cerbone presented the joint letter by Hopping Green & Sams and KE Law Group,
261 PLLC (KE) and the KE Fee Agreement.

262

On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, engagement of KE Law Group, PLLC, for District Counsel Services, and the KE Fee Agreement, were ratified.

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269 **TENTH ORDER OF BUSINESS** **Consideration of Agreement with HOA for**
270 **Maintenance of CDD Improvements**

271
272 This item was presented following the Eighth Order of Business.

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274 **ELEVENTH ORDER OF BUSINESS** **Consideration/Ratification of Acquisition**
275 **of Phase 2 Improvements**

276
277 Mr. Earlywine presented the Acquisition Agreement for improvements described in the
278 Exhibits and Tables, in draft form, to be funded by the upcoming bond sale.

279
280 **On MOTION by Ms. Moulton and seconded by Mr. Vincent, with all in favor,**
281 **the Acquisition Agreement and Acquisition of Phase 2 Improvements, was**
282 **approved.**

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284
285 **TWELFTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
286 **Statements as of July 31, 2021**

287
288 Ms. Cerbone presented the Unaudited Financial Statements as of July 31, 2021. She
289 stated that, while the CDD does have large electricity bills, the meters are in the process of
290 being transferred to the HOA, as it will be an HOA expense; the meters would likely be
291 transferred prior to October 1, 2021.

292 Mr. Demby asked how the HOA managing Field Operations would impact the funds
293 budgeted for Field Operations. Discussion ensued regarding the \$23,000 budgeted in the Fiscal
294 Year 2022 budget and MSBUs for street lights.

295
296 **On MOTION by Mr. Demby and seconded by Mr. Cotter, with all in favor, the**
297 **Unaudited Financial Statements as of July 31, 2021, were accepted.**

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300 **THIRTEENTH ORDER OF BUSINESS** **Approval of May 7, 2021 Regular Meeting**
301 **Minutes**

302
303 Ms. Cerbone presented the May 7, 2021 Regular Meeting Minutes.

304 The following change was made:

305 Line 14 and throughout: Delete "Ryan Zook" as he was not present.

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On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the May 7, 2021 Regular Meeting Minutes, as amended, were approved.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *KE Law Group, PLLC*

Regarding the bonds, Mr. Earlywine stated that the next bond issuance was expected to commence in September.

B. District Engineer: *Clearview Land Design, P.L.*

There was no report.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- **NEXT MEETING DATE: September 24, 2021 at 11:45 A.M.**
 - **QUORUM CHECK**

The next meeting will be on September 24, 2021, unless canceled. The consensus was that if not canceled, the meeting would be held at 10:00 a.m.

FIFTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

SIXTEENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the meeting adjourned at 12:27 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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348 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

SUMMERSTONE
COMMUNITY DEVELOPMENT DISTRICT

8C

SUMMERSTONE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2021	Regular Meeting	10:00 AM¹
November 19, 2021*	Regular Meeting	10 00 AM¹
December 17, 2021*	Regular Meeting	10:00 AM¹
January 28, 2022	Regular Meeting	10:00 AM¹
February 25, 2022	Regular Meeting	10 00 AM¹
March 25, 2022	Regular Meeting	10:00 AM¹
April 22, 2022	Regular Meeting	10:00 AM¹
May 27, 2022	Regular Meeting	10:00 AM¹
June 24, 2022	Regular Meeting	10:00 AM¹
July 22, 2022	Regular Meeting	10:00 AM¹
August 26, 2022	Public Hearing & Regular Meeting	10:00 AM¹
September 23, 2022	Regular Meeting	10:00 AM¹
CALL-IN NUMBER: 1-888-354-0094		
PARTICIPANT PASSCODE: 801 901 3513		

Exception: *meeting date is one week early to accommodate holiday

NOTE:

¹ Meetings will commence immediately following adjournment of 10:00 AM Silverado CDD Meeting.