



EXHIBIT "G"
LENNAR HOMES, LLC
CONTRACT CHANGE ORDER NO. 11 (C-14831798-011 OL)

Project: Lake Emily
 Contract For: Phase 1A-1B
 Contractor: DEME Construction LLC

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

ITEM NO.	DESCRIPTION:	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
					(+)	(-)
657462.2651	Invoice 2023089 REV-Remediation Work	1	LS	\$ 38,460.00	\$	38,460.00
					\$	-

Contract Time Prior to this Change Order	_____	Net Increase/Decrease from this Change Order	(+) \$ 38,460.00
Net Increase/Decrease from this Change Order	_____	Contract Total Prior to Change Order	\$ 7,600,148.11
Current Contract Time Including this Change	_____	Current Contract Total Including Change Order	\$ 7,638,608.11

REASON FOR CHANGE:
contract.

ACCEPTABLE TO: Jessica Andersen Date: 9/27/2023
DocuSigned by: SADA... Contractor's Representative

APPROVED BY: Terry Kirschner Scott Edwards Date: 9/27/2023
DocuSigned by: F5FAF30F1... Lennar Homes, LLC 7D070456B0C40A...

9/27/2023

Darin McMurray 9/28/2023
DocuSigned by: 62B99CEFD098400...



EXHIBIT "G"
LENNAR HOMES, LLC
CONTRACT CHANGE ORDER NO. 12 (C-14831798-012 OL)

Project: Lake Emily
 Contract For: Phase 1A-1B
 Contractor: DEME Construction LLC

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

ITEM NO.	DESCRIPTION:	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
					(+)	(-)
657462.2651	Invoice 2023090 REV- Remediation Work	1	LS	\$ 472,805.00	\$	472,805.00
					\$	-

Contract Time Prior to this Change Order	_____	Net Increase/Decrease from this Change Order	(+) \$ 472,805.00
Net Increase/Decrease from this Change Order	_____	Contract Total Prior to Change Order	\$ 7,638,608.11
Current Contract Time Including this Change	_____	Current Contract Total Including Change Order	\$ 8,111,413.11

REASON FOR CHANGE: _____
 contract.

ACCEPTABLE TO: Jessica Andersen Date: 9/27/2023
DocuSigned by: 5401283601 Contractor's Representative

APPROVED BY: Terry Kirschner Scott Edwards Date: 9/27/2023
DocuSigned by: F5FAF30F1... Lenmar Homes, LLC D7D070456B0C40A...

9/27/2023
DocuSigned by: 62B99CEFD098400...
Darin McMurray 9/28/2023



DEME CONSTRUCTION, LLC CONTRACT CHANGE ORDER

Contractor: Deme Construction, LLC
Project: Lake Emily
Phase: _____
Job No: 23-002

Change Order No.: 13
Date: 9/29/2023

Received 9/29/23
P.O. 14831798-013 OL
657462.1300.3279

Reason for Change Order: Deduction of material cost due to crushing operation

Attachment: Redeuced Line 20 for the Optional Base group #6

The changes described herein shall be governed by the terms and conditions of the contract, and shall not in any way alter the terms of the Contractor, but shall hereafter be a part of the Contract.

COST CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT +/-(-)
DELETE	8" FDOT Shell (Material)	-10,292	TON	\$ 9.63	\$ (99,111.96)
DELETE	8" FDOT Shell (Trucking)	-10,292	TON	\$ 18.40	\$ (189,372.80)
ADD	Loader	48	HR	\$ 175.00	\$ 8,400.00
ADD	Truck (Subcontract)	116	HR	\$ 150.00	\$ 17,400.00
TOTAL CO					\$ (262,684.76)

CHANGE IN CONTRACT TIMES:

Notice to Proceed - Date

Contract Time (Days) Prior to this change Order

Net Increase/Decrease (days) from this C.O.

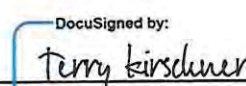
Current Contract Time (days) Include this C.O.

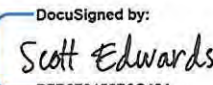
Current Completion Date Include this C.O.

CHANGE IN CONTRACT PRICE:

ORIGINAL CONTRACT	\$ 6,930,715.75
Change Order - To Date	\$ 1,180,697.36
Change Order - This Period	\$ (262,684.76)
TOTAL CHANGE AMOUNTS	\$ 918,012.60
CURRENT REVISED CONTRACT AMOUNT	\$ 7,848,728.35

ACCEPTED: _____
By: 
Contractor (Authorized Signature)
Date: 9/29/2023

ACCEPTED: _____
By: 
DocuSigned by: F5FAF30F12FF47C...
Date: 10/3/2023

DocuSigned by:

D7D070456B0C40A...
10/3/2023

DocuSigned by:

62B99CEFD098400...
10/3/2023



EXHIBIT "G"
LENNAR HOMES, LLC
CONTRACT CHANGE ORDER NO. 15 (C-14831798-015 OL)

Project: Lake Emily
 Contract For: Phase 1A-1B
 Contractor: DEME Construction LLC

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

ITEM NO.	DESCRIPTION:	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
					(+)	(-)
657462.2651	Invoice 2023095 Remediation Work	1	LS	\$ 159,620.00	\$	159,620.00
					\$	-

Contract Time Prior to this Change Order	_____	Net Increase/Decrease from this Change Order	(+) \$ 159,620.00
Net Increase/Decrease from this Change Order	_____	Contract Total Prior to Change Order	\$ 7,873,953.35
Current Contract Time Including this Change	_____	Current Contract Total Including Change Order	\$ 8,033,573.35

REASON FOR CHANGE: _____
 contract.

ACCEPTABLE TO: *Jessica Andersen* Date: 10/3/2023
DocuSigned by: Contractor's Representative

APPROVED BY: *Terry Kirschner* *Scott Edwards* Date: 10/3/2023
DocuSigned by: Lennar Homes, LLC

10/3/2023

 Darin McMurray /3/2023
DocuSigned by: 62B99CEFD098400...

S 973,200.95
 R 94,209.45
 U 1,755,062.05
 L 0

TO OWNER: Lennar Homes, LLC
 FROM CONTRACTOR: Deme Construction LLC
 CONTRACT FOR:
 PROJECT: Lake Emily Phase 1A - 1B
 Contract Number: 23-002
 VIA ENGINEER: Banks Engineering

APPLICATION NO: 23002-09
 PERIOD TO: 9/26/23 - 10/25/23 COST CODE:
 PROJECT NOS: OWNER JOB #:
 SUBCONTRACT #:
 CONTRACT DATE: 1/18/2023
 INVOICE DATE: 10/25/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 6,930,715.75
 2. NET CHANGE BY CHANGE ORDERS \$ 1,192,022.80
 3. CONTRACT SUM TO DATE (LINE 1 ± 2) \$ 6,122,738.35
 4. TOTAL COMPLETED & STORED TO DATE \$ 5,452,175.51
 (COLUMN H ON CONTINUATION SHEET)
 5. RETAINAGE:
 a. 10 % of Completed Work \$ 517,876.05
 (Columns E plus F on Continuation Sheet)
 b. % of Stored Material \$
 (Column G on Continuation Sheet)
 Total Retainage (Line 5a plus 5b or
 Total in Column J on Continuation Sheet) \$ 517,876.05
 6. TOTAL EARNED LESS RETAINAGE \$ 4,934,499.46
 (Line 4 minus Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ 4,530,826.24
 8. CURRENT PAYMENT DUE \$ 403,673.22
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 minus Line 6) \$ 3,188,238.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 385,913.06	-286,548.20
Total approved this Month	\$ 1,355,342.50	-262,684.76
TOTALS	\$ 1,741,255.56	\$ -549,232.98
NET CHANGES by Change Order		\$ 1,192,022.60

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: [Signature] Date: 10/25/23

Subscribed and sworn to before me this Wednesday, October 25, 2023



State of Florida
 County of Manatee
 Notary Public: [Signature]
 Name of Notary: Lisa Antos
 Commission Number: GG976277
 My Commission expires: 4/6/2024

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED Full \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: [Signature] Date: 10.25.23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DEME CONSTRUCTION, LLC

3301 Whitfield Ave Ste. C - Sarasota, FL 34243 - Phone: (941) 755-5900

OWNER: Lennar Homes, LLC

Draw: # 23002-09

PROJECT NAME: Lake Emily 1A - 1B

ENGINEER: Banks Engineering

For Work Accomplished From Start To:

9/26/23 - 10/25/23

Inclusive

DATE:

10/25/23

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
Earthwork									
1	Mobilization	1.0	LS	\$ 8,035.00	\$ 8,035.00		1.00	\$ -	\$ 8,035.00
2	Construction Entrance	1.0	EA	\$ 5,850.00	\$ 5,850.00		1.00	\$ -	\$ 5,850.00
3	NPDES Compliance	1.0	LS	\$ 10,010.00	\$ 10,010.00		1.00	\$ -	\$ 10,010.00
4	Locate Existing Utilities	1.0	LS	\$ 3,835.00	\$ 3,835.00		1.00	\$ -	\$ 3,835.00
5	Maintenance of Traffic	1.0	LS	\$ 11,695.00	\$ 11,695.00	-	-	\$ -	\$ -
6	Silt Fence	13,700.0	LF	\$ 2.15	\$ 29,455.00	1,850.00	1,850.00	\$ 3,977.50	\$ 3,977.50
7	Inlet Protection	43.0	EA	\$ 215.00	\$ 9,245.00	-	17.00	\$ -	\$ 3,655.00
8	Clearing	1.0	LS	\$ 480,000.00	\$ 480,000.00		1.00	\$ -	\$ 480,000.00
9	Discing	73.0	AC	\$ 606.00	\$ 44,238.00	7.00	73.00	\$ 4,242.00	\$ 44,238.00
10	Excavation	125,968.0	CY	\$ 3.20	\$ 403,097.60	32,000.00	94,500.00	\$ 102,400.00	\$ 302,400.00
11	Grading	1.0	LS	\$ 60,415.00	\$ 60,415.00	0.30	0.75	\$ 18,124.50	\$ 45,311.25
12	Fine Grading	1.0	LS	\$ 37,760.00	\$ 37,760.00	0.20	0.60	\$ 7,552.00	\$ 22,656.00
13	Seed and Mulch	121,535.0	SY	\$ 0.35	\$ 42,537.25	38,720.00	38,720.00	\$ 13,552.00	\$ 13,552.00
14	Bahia Sod	68,368.0	SY	\$ 2.95	\$ 201,685.60	8,534.00	8,534.00	\$ 25,175.30	\$ 25,175.30
15	Retaining Wall (By Others)	N/A	LF	N/A	N/A			N/A	N/A
16	Dewatering	1.0	LS	\$ 183,600.00	\$ 183,600.00		1.00	\$ -	\$ 183,600.00
17	Geotechnical Testing	1.0	LS	\$ 38,065.00	\$ 38,065.00	0.10	0.65	\$ 3,806.50	\$ 24,742.25
18	Survey, Stakeout and As-buils	1.0	LS	\$ 194,350.00	\$ 194,350.00	0.05	0.65	\$ 9,717.50	\$ 126,327.50
Subtotal					\$ 1,763,873.45			\$ 188,547.30	\$ 1,303,364.80
TOTAL PAGE:					\$ 1,763,873.45			\$ 188,547.30	\$ 1,303,364.80

R, S, U 2,000

-

- 57% 7,007

U 3,835

S - 3,977.5

S - 3,655

S, 30% 144,000

U 20% 96,000

-

S 70% 211,680

S 40% 18,124.5

S 40% 9,062.4

R 7,552.50

R 7,552.50

S 70% 128,520

R 20% 4,948.45

S 30% 37,898.25

U 40% 50,571

R 10% 12,632.75

DEME CONSTRUCTION, LLC

3301 Whitfield Ave Ste. C - Sarasota, FL 34243 - Phone: (941) 755-5900

OWNER: Lennar Homes, LLC

Draw: # 23002-09

PROJECT NAME: Lake Emily 1A - 18

ENGINEER: Banks Engineering

For Work Accomplished From Start To:

9/26/23 - 10/25/23

, Inclusive

DATE:

10/25/23

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
Roadways									
1	1.25" SP-9.5 Asphalt (1st Lift)	22,375.0	SY	\$ 13.40	\$ 299,825.00	-	-	\$ -	\$ -
2	.75" SP-9.5 Asphalt (2nd Lift)	22,375.0	SY	\$ 10.40	\$ 232,700.00	-	-	\$ -	\$ -
3	Optional Base Group 6 (8" DOT Shell)	22,375.0	SY	\$ 22.25	\$ 497,843.75	-	11,403.00	\$ -	\$ 253,716.75
4	12" Stabilized Subgrade LBR40	27,383.0	SY	\$ 8.80	\$ 240,970.40	-	13,484.00	\$ -	\$ 118,659.20
5	Stabilized Emergency Access	916.0	SY	\$ 11.40	\$ 10,442.40	-	-	\$ -	\$ -
6	Miami Curb	14,757.0	LF	\$ 19.00	\$ 280,383.00	-	7,226.00	\$ -	\$ 137,294.00
7	F Curb	265.0	LF	\$ 35.25	\$ 9,341.25	-	265.00	\$ -	\$ 9,341.25
8	4" Thick Concrete Sidewalk Reinforced	17,729.0	SF	\$ 7.75	\$ 137,399.75	-	-	\$ -	\$ -
9	Final Dress	1.0	LS	\$ 17,425.00	\$ 17,425.00	-	-	\$ -	\$ -
10	6' BOC Bahia Sod	10,015.0	SY	\$ 2.95	\$ 29,544.25	-	-	\$ -	\$ -
11	Lift Station Driveway	355.0	SF	\$ 11.50	\$ 4,082.50	-	-	\$ -	\$ -
12	Striping and Signage	1.0	LS	\$ 6,250.00	\$ 6,250.00	-	-	\$ -	\$ -
13	Thickened Edge Curb/Sidewalk	70.0	SF	\$ 25.65	\$ 1,795.50	-	-	\$ -	\$ -
Subtotal					\$ 1,768,002.80			\$ -	\$ 519,011.20
TOTAL PAGE:					\$ 1,768,002.80			\$ -	\$ 519,011.20

R 42,105
R 16,982
R 6,650
R 9,341.25

DEME CONSTRUCTION, LLC

3301 Whitfield Ave Ste. C - Sarasota, FL 34243 - Phone: (841) 755-5900

OWNER: Lennar Homes, LLC

Draw: # 23002-09

PROJECT NAME: Lake Emily 1A - 1B

ENGINEER: Banks Engineering

For Work Accomplished From Start To:

9/26/23 - 10/25/23 , Inclusive

DATE: 10/25/23

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
Offsite Roadways									
1	1.5" SP-9.5 Asphalt (1st Lift)	347.0	SY	\$ 31.25	\$ 10,843.75	-	-	\$ -	\$ -
2	.75" SP-9.5 Asphalt (2nd Lift)	347.0	SY	\$ 29.25	\$ 10,149.75	-	-	\$ -	\$ -
3	Optional Base Group 6 (8" DOT Shell)	347.0	SY	\$ 34.75	\$ 12,058.25	-	-	\$ -	\$ -
4	12" Stabilized Subgrade LBR40	347.0	SY	\$ 21.05	\$ 7,304.35	-	-	\$ -	\$ -
Subtotal					\$ 40,356.10			\$ -	\$ -
TOTAL PAGE:					\$ 40,356.10			\$ -	\$ -

DEME CONSTRUCTION, LLC

3301 Whitefield Ave Ste. C - Sarasota, FL 34243 - Phone: (941) 755-5900

OWNER: Lennar Homes, LLC
 PROJECT NAME: Lake Emily 1A - 1B
 ENGINEER: Banks Engineering
 For Work Accomplished From Start To:

Draw. # 23002-09

9/26/23 - 10/25/23

Inclusive

DATE: 10/25/23

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
Sanitary Sewer									
1	8" PVC SDR 26 (0-8' Cut)	778.0	LF	\$ 40.60	\$ 31,586.80	-	555.00	\$ -	\$ 22,533.00
2	8" PVC SDR 26 (6'-8' Cut)	1,579.0	LF	\$ 50.60	\$ 79,897.40	-	984.00	\$ -	\$ 49,790.40
3	8" PVC SDR 26 (8'-10' Cut)	992.0	LF	\$ 51.50	\$ 51,088.00	-	668.00	\$ -	\$ 34,402.00
4	8" PVC SDR 26 (10'-12' Cut)	831.0	LF	\$ 59.00	\$ 49,029.00	-	520.00	\$ -	\$ 30,680.00
5	8" PVC SDR 26 (12'-14' Cut)	1,051.0	LF	\$ 64.65	\$ 67,947.15	-	675.00	\$ -	\$ 43,636.75
6	8" PVC SDR 26 (14'-16' Cut)	574.0	LF	\$ 95.00	\$ 54,530.00	-	460.00	\$ -	\$ 43,700.00
7	8" PVC SDR 26 (16'-18' Cut)	588.0	LF	\$ 108.00	\$ 63,504.00	-	462.00	\$ -	\$ 49,896.00
8	8" PVC SDR 26 (18'-20' Cut)	387.0	LF	\$ 119.00	\$ 46,053.00	-	307.00	\$ -	\$ 36,533.00
9	8" PVC SDR 26 (20'-22' Cut)	21.0	LF	\$ 133.00	\$ 2,793.00	-	21.00	\$ -	\$ 2,793.00
10	Manhole (0-6' Cut)	4.0	EA	\$ 5,895.00	\$ 23,580.00	-	3.10	\$ -	\$ 18,274.50
11	Manhole (6'-8' Cut)	6.0	EA	\$ 6,835.00	\$ 41,010.00	-	4.30	\$ -	\$ 29,390.50
12	Manhole (8'-10' Cut)	2.0	EA	\$ 7,685.00	\$ 15,370.00	-	1.55	\$ -	\$ 11,911.75
13	Manhole (10'-12' Cut)	4.0	EA	\$ 8,365.00	\$ 33,460.00	-	2.75	\$ -	\$ 23,003.75
14	Manhole (12'-14' Cut)	3.0	EA	\$ 9,145.00	\$ 27,435.00	-	2.50	\$ -	\$ 22,862.50
15	Manhole (14'-16' Cut)	3.0	EA	\$ 10,050.00	\$ 30,150.00	-	2.50	\$ -	\$ 25,125.00
16	Manhole (16'-18' Cut)	1.0	EA	\$ 10,875.00	\$ 10,875.00	-	0.95	\$ -	\$ 10,331.25
17	Manhole (18'-20' Cut)	2.0	EA	\$ 11,850.00	\$ 23,700.00	-	1.90	\$ -	\$ 22,515.00
18	Lift Station	1.0	EA	\$ 573,935.00	\$ 573,935.00	-	0.51	\$ -	\$ 289,940.25
19	Single Service Connection	23.0	EA	\$ 1,625.00	\$ 37,375.00	-	20.00	\$ -	\$ 32,500.00
20	Double Service Connection	74.0	EA	\$ 2,540.00	\$ 187,960.00	-	61.60	\$ -	\$ 156,464.00
21	Sanitary Sewer System Testing	1.0	LS	\$ 11,900.00	\$ 11,900.00	-	-	\$ -	\$ -
22	Sanitary Air Testing	1.0	LS	\$ 8,500.00	\$ 8,500.00	-	-	\$ -	\$ -
23	4" PVC DR18	1,869.0	LF	\$ 19.70	\$ 36,819.30	-	1,849.00	\$ -	\$ 36,425.30
24	4" Plug Valve and Box	1.0	EA	\$ 1,620.00	\$ 1,620.00	-	1.00	\$ -	\$ 1,620.00
25	4" Gate Valve and Box	1.0	EA	\$ 2,085.00	\$ 2,085.00	-	1.00	\$ -	\$ 2,085.00
26	4" -90° MJ Bend	1.0	EA	\$ 641.00	\$ 641.00	-	1.00	\$ -	\$ 641.00
27	4" -45° MJ Bend	3.0	EA	\$ 613.00	\$ 1,839.00	-	3.00	\$ -	\$ 1,839.00
28	4" -22 1/2" MJ Bend	1.0	EA	\$ 609.00	\$ 609.00	-	1.00	\$ -	\$ 609.00
29	4" Cap / TBO	2.0	EA	\$ 3,095.00	\$ 6,190.00	-	1.00	\$ -	\$ 3,095.00
30	12" x 4" Tapping Sleeve and Valve	1.0	EA	\$ 7,105.00	\$ 7,105.00	-	-	\$ -	\$ -
31	Restrained Joints	1.0	LS	\$ 536.00	\$ 536.00	-	1.00	\$ -	\$ 536.00
32	Pressure Test Forcemain	1.0	LS	\$ 2,335.00	\$ 2,335.00	-	-	\$ -	\$ -
33	Trench Box / Shoring	1.0	LS	\$ 11,900.00	\$ 11,900.00	-	-	\$ -	\$ -
34	#57 Stone	1,548.0	CY	\$ 113.00	\$ 174,924.00	-	768.00	\$ -	\$ 86,784.00
Subtotal					\$ 1,718,281.65			\$ -	\$ 1,089,918.95
TOTAL PAGE:					\$ 1,718,281.65			\$ -	\$ 1,089,918.95

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DEME CONSTRUCTION, LLC

3301 Whitfield Ave Ste. C - Sarasota, FL 34243 - Phone: (941) 755-5900

OWNER: Lennar Homes, LLC

Draw: # 23002-09

PROJECT NAME: Lake Emily 1A - 1B

ENGINEER: Banks Engineering

For Work Accomplished From Start To:

9/26/23 - 10/25/23

Inclusive

DATE:

10/25/23

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
Storm Drainage									
1	8" ADS HP	1,163.0	LF	\$ 20.50	\$ 23,841.50		1,163.00	\$ -	\$ 23,841.50
2	10" ADS HP	683.0	LF	\$ 24.95	\$ 17,040.85	-	506.00	\$ -	\$ 12,624.70
3	12" ADS HP	235.0	LF	\$ 29.05	\$ 6,826.75	-	125.00	\$ -	\$ 3,631.25
4	18" ADS HP	303.0	LF	\$ 51.95	\$ 15,740.85		303.00	\$ -	\$ 15,740.85
5	24" ADS HP	575.0	LF	\$ 101.00	\$ 58,075.00	-	433.00	\$ -	\$ 43,733.00
6	18" RCL CL III	2,246.0	LF	\$ 69.90	\$ 156,995.40		2,246.00	\$ -	\$ 156,995.40
7	24" RCP CL III	491.0	LF	\$ 114.00	\$ 55,974.00		491.00	\$ -	\$ 55,974.00
8	10" 45° ADS Bend	2.0	EA	\$ 430.00	\$ 860.00	-	1.20	\$ -	\$ 516.00
9	12" 45° ADS Bend	1.0	EA	\$ 659.00	\$ 659.00	-	0.60	\$ -	\$ 395.40
10	18" 45° ADS Bend	2.0	EA	\$ 1,075.00	\$ 2,150.00	-	1.20	\$ -	\$ 1,290.00
11	24" 45° ADS Bend	5.0	EA	\$ 1,740.00	\$ 8,700.00	-	3.00	\$ -	\$ 5,220.00
12	10" 90° ADS Bend	1.0	EA	\$ 461.00	\$ 461.00	-	0.60	\$ -	\$ 276.60
13	Inserta Tee	1.0	EA	\$ 2,020.00	\$ 2,020.00	-	0.60	\$ -	\$ 1,212.00
14	Type D Inlet	2.0	EA	\$ 5,885.00	\$ 11,770.00	-	1.90	\$ -	\$ 11,181.50
15	Type C Inlet	4.0	EA	\$ 4,480.00	\$ 17,920.00	-	3.50	\$ -	\$ 15,680.00
16	Yard Drain	16.0	EA	\$ 2,335.00	\$ 37,360.00	-	13.60	\$ -	\$ 31,756.00
17	Valley Gutter Inlet	20.0	EA	\$ 7,975.00	\$ 159,500.00	-	16.00	\$ -	\$ 127,600.00
18	18" Mitered End Section	2.0	EA	\$ 3,420.00	\$ 6,840.00		2.00	\$ -	\$ 6,840.00
19	18" Pipe Support	8.0	EA	\$ 1,900.00	\$ 15,200.00	-	5.75	\$ -	\$ 10,925.00
20	24" Pipe Support	1.0	EA	\$ 2,050.00	\$ 2,050.00	-	0.50	\$ -	\$ 1,025.00
21	Storm System Testing	1.0	LS	\$ 12,460.00	\$ 12,460.00	-	-	\$ -	\$ -
22	#57 Stone	2,115.0	CY	\$ 113.00	\$ 238,995.00	-	857.00	\$ -	\$ 96,841.00
Subtotal					\$ 851,439.35			\$ -	\$ 623,299.20
TOTAL PAGE:					\$ 851,439.35			\$ -	\$ 623,299.20

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DEME CONSTRUCTION, LLC

3301 Whitfield Ave Ste. C - Sarasota, FL 34243 - Phone: (941) 755-5900

OWNER: Lennar Homes, LLC

Draw: # 23002-09

PROJECT NAME: Lake Emily 1A - 1B

ENGINEER: Banks Engineering

For Work Accomplished From Start To:

9/28/23 - 10/25/23

Inclusive

DATE:

10/25/23

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
Water									
1	10" PVC SDR 18	30.0	LF	\$ 56.65	\$ 1,699.50	-	21.00	\$ -	\$ 1,189.65
2	8" PVC SDR 18	7,014.0	LF	\$ 38.10	\$ 267,233.40	-	6,042.00	\$ -	\$ 230,200.20
3	6" PVC SDR 18	10.0	LF	\$ 27.55	\$ 275.50	-	7.00	\$ -	\$ 192.85
4	10" Gate Valve and Box	1.0	EA	\$ 3,480.00	\$ 3,480.00	-	0.60	\$ -	\$ 2,088.00
5	8" Gate Valve and Box	12.0	EA	\$ 2,845.00	\$ 34,140.00	-	9.20	\$ -	\$ 26,174.00
6	10" -45° MJ Bend	1.0	EA	\$ 734.00	\$ 734.00	-	1.00	\$ -	\$ 734.00
7	10" -22 1/2° MJ Bend	3.0	EA	\$ 733.00	\$ 2,199.00	-	1.80	\$ -	\$ 1,319.40
8	10" HDPE x MJ Adaptors	2.0	EA	\$ 391.00	\$ 782.00	-	1.20	\$ -	\$ 469.20
9	10" x 8" MJ Reducer	1.0	EA	\$ 585.00	\$ 585.00	-	0.60	\$ -	\$ 351.00
10	8" x 8" 45° Wye	1.0	EA	\$ 864.00	\$ 864.00	-	1.00	\$ -	\$ 864.00
11	8" x 8" MJ Tee	2.0	EA	\$ 761.00	\$ 1,522.00	-	1.60	\$ -	\$ 1,217.60
12	8" -45° MJ Bend	3.0	EA	\$ 509.00	\$ 1,527.00	-	1.80	\$ -	\$ 916.20
13	8" -22 1/2° MJ Bend	13.0	EA	\$ 504.00	\$ 6,552.00	-	13.00	\$ -	\$ 6,552.00
14	8" Cap / TBO	2.0	EA	\$ 435.00	\$ 870.00	-	1.60	\$ -	\$ 696.00
15	8" x 6" MJ Reducer	1.0	EA	\$ 430.00	\$ 430.00	-	0.60	\$ -	\$ 258.00
16	6" -90° MJ Bend	1.0	EA	\$ 422.00	\$ 422.00	-	0.60	\$ -	\$ 253.20
17	6" Cap / TBO	1.0	EA	\$ 368.00	\$ 368.00	-	0.60	\$ -	\$ 220.80
18	Directional Drill	75.0	LF	\$ 159.00	\$ 11,925.00	-	75.00	\$ -	\$ 11,925.00
19	Water Distribution Sample Point	2.0	EA	\$ 2,175.00	\$ 4,350.00	-	-	\$ -	\$ -
20	Chlorine Injection Point	1.0	EA	\$ 1,670.00	\$ 1,670.00	-	-	\$ -	\$ -
21	Fire Hydrant Assembly	11.0	EA	\$ 7,930.00	\$ 87,230.00	-	8.90	\$ -	\$ 70,577.00
22	Permanent Blow-off Assembly	1.0	EA	\$ 3,320.00	\$ 3,320.00	-	0.50	\$ -	\$ 1,660.00
23	Temporary 8" Jumper	1.0	EA	\$ 18,035.00	\$ 18,035.00	-	0.60	\$ -	\$ 10,821.00
24	Restrained Joints	1.0	LS	\$ 14,745.00	\$ 14,745.00	-	0.80	\$ -	\$ 11,796.00
25	Trench Box / Shoring	1.0	LS	\$ 11,900.00	\$ 11,900.00	-	-	\$ -	\$ -
26	Single Service (Short)	103.0	EA	\$ 1,555.00	\$ 160,165.00	-	76.50	\$ -	\$ 118,957.50
27	Single Service (Long)	68.0	EA	\$ 1,815.00	\$ 123,420.00	-	59.00	\$ -	\$ 107,085.00
28	Water Service to Lift Station	1.0	EA	\$ 2,555.00	\$ 2,555.00	-	0.80	\$ -	\$ 2,044.00
29	Cut Existing 6" WM, Abandon, and Cap End	1.0	EA	\$ 959.00	\$ 959.00	-	-	\$ -	\$ -
30	Valve	1.0	EA	\$ 9,125.00	\$ 9,125.00	-	-	\$ -	\$ -
31	Pressure Test	1.0	LS	\$ 7,840.00	\$ 7,840.00	-	-	\$ -	\$ -
32	Chlorination	1.0	LS	\$ 7,840.00	\$ 7,840.00	-	-	\$ -	\$ -
Subtotal					\$ 788,762.40			\$ -	\$ 608,561.80
TOTAL PAGE:					\$ 788,762.40			\$ -	\$ 608,561.80

All
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DEME CONSTRUCTION, LLC

3301 Whitfield Ave Ste. C - Sarasota, FL 34243 - Phone: (941) 765-5800

OWNER: Lennar Homes, LLC

Draw: # 23002-09

PROJECT NAME: Lake Emily 1A - 1B

ENGINEER: Banks Engineering

For Work Accomplished From Start To:

9/26/23 - 10/25/23

, Inclusive

DATE:

10/25/23

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
Change Order #4 - Plan Revisions Provided 3/2/2023									
Sanitary Sewer									
1	8" SDR 26 (6'-8' Cut)	-93.0	LF	\$ 50.60	\$ (4,705.80)	-	-	\$ -	\$ -
2	8" SDR 26 (10'-12' Cut)	-15.0	LF	\$ 59.00	\$ (885.00)	-	-	\$ -	\$ -
3	8" SDR 26 (14'-16' Cut)	-2.0	LF	\$ 95.00	\$ (190.00)	-	-	\$ -	\$ -
4	Single Service Connection	-3.0	EA	\$ 1,625.00	\$ (4,875.00)	-	-	\$ -	\$ -
Storm									
5	18" RCP CL III	-2,246.0	LF	\$ 69.90	\$ (156,995.40)		(2,246.00)	\$ -	\$ (156,995.40)
6	24" RCP CL III	-491.0	LF	\$ 114.00	\$ (55,974.00)		(491.00)	\$ -	\$ (55,974.00)
Water									
7	10" -45° MJ Bend	-1.0	EA	\$ 734.00	\$ (734.00)		(1.00)	\$ -	\$ (734.00)
8	8" -45° Wye	-1.0	EA	\$ 864.00	\$ (864.00)		(1.00)	\$ -	\$ (864.00)
9	Single Service (Short)	-33.0	EA	\$ 1,555.00	\$ (51,315.00)		(33.00)	\$ -	\$ (51,315.00)
Subtotal					\$ (276,538.20)			\$ -	\$ (265,882.40)
TOTAL PAGE:					\$ (276,538.20)			\$ -	\$ (265,882.40)

- 265,882.4

5 (- 212,969.4)

4 (- 52,913)

DEME CONSTRUCTION, LLC

3301 Whitfield Ave Ste. C - Sarasota, FL 34243 - Phone: (941) 755-5900

OWNER: Lennar Homes, LLC

Draw: # 23002-09

PROJECT NAME: Lake Emily 1A - 1B

ENGINEER: Banks Engineering

For Work Accomplished From Start To:

9/26/23 - 10/25/23

, Inclusive

DATE:

10/25/23

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
Change Order #5 - Plan Revisions Provided 3/2/2023									
Sanitary Sewer									
1	8" SDR 26 (8'-10' Cut)	93.0	LF	\$ 51.50	\$ 4,789.50	-	-	\$ -	\$ -
2	8" SDR 26 (12'-14' Cut)	22.0	LF	\$ 64.65	\$ 1,422.30	-	-	\$ -	\$ -
3	8" SDR 26 (16'-18' Cut)	3.0	LF	\$ 108.00	\$ 324.00	-	-	\$ -	\$ -
4	8" SDR 26 (18'-20' Cut)	2.0	LF	\$ 119.00	\$ 238.00	-	-	\$ -	\$ -
5	Double Service Connection	4.0	EA	\$ 2,540.00	\$ 10,160.00	-	-	\$ -	\$ -
Storm									
6	18" ADS	2,246.0	LF	\$ 51.95	\$ 116,679.70	-	1,890.00	\$ -	\$ 98,185.50
7	24" ADS	491.0	LF	\$ 101.00	\$ 49,591.00	-	261.00	\$ -	\$ 26,361.00
Water									
8	8" -45° MJ Bend	1.0	EA	\$ 509.00	\$ 509.00	-	0.60	\$ -	\$ 305.40
9	Directional Drill	15.0	LF	\$ 159.00	\$ 2,385.00	-	15.00	\$ -	\$ 2,385.00
10	Chlorine Injection Point	1.0	EA	\$ 1,670.00	\$ 1,670.00	-	-	\$ -	\$ -
11	Temporary 8" Jumper	1.0	EA	\$ 18,035.00	\$ 18,035.00	-	0.60	\$ -	\$ 10,821.00
12	Single Service (Long)	23.0	EA	\$ 1,815.00	\$ 41,745.00	-	11.50	\$ -	\$ 20,872.50
13	Pressure Test	1.0	LS	\$ 1,434.00	\$ 1,434.00	-	-	\$ -	\$ -
14	Chlorination	1.0	LS	\$ 1,434.00	\$ 1,434.00	-	-	\$ -	\$ -
15	Remove TBO & Connect to Existing 8" WM	1.0	EA	\$ 1,145.80	\$ 1,145.80	-	-	\$ -	\$ -
Roadways									
16	Temporary Shell Cul-De-Sac	1.0	EA	\$ 2,925.00	\$ 2,925.00	-	-	\$ -	\$ -
17	Remove Temporary Shell Cul-De-Sac	1.0	EA	\$ 1,625.00	\$ 1,625.00	-	-	\$ -	\$ -
Subtotal					\$ 256,112.30			\$ -	\$ 158,930.40
TOTAL PAGE:					\$ 256,112.30			\$ -	\$ 158,930.40

5 98,185.50

5 26,361.00

u 305.40

u 2385.00

u 20,872.50

DEME CONSTRUCTION, LLC

3301 Whitfield Ave Ste. C - Sarasota, FL 34243 - Phone: (941) 755-5900

OWNER: Lennar Homes, LLC

Draw: # 23002-09

PROJECT NAME: Lake Emily 1A - 1B

ENGINEER: Banks Engineering

For Work Accomplished From Start To:

9/26/23 - 10/25/23

, Inclusive

DATE:

10/25/23

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
	Change Order #6 - Updated Plans Included Additional 8" DR-18 Water Main								
1	8" PVC SDR 18	1,109.0	LF	\$ 38.10	\$ 42,252.90	-	776.00	\$ -	\$ 29,565.60
	Subtotal				\$ 42,252.90			\$ -	\$ 29,565.60
	TOTAL PAGE:				\$ 42,252.90			\$ -	\$ 29,565.60

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INVOICE #
4031L-27

Professional Engineers, Planners & Land Surveyors
Fort Myers * Port Charlotte

10511 Six Mile Cypress Parkway,
Fort Myers, FL 33966 | Tel: (239)939-5490 | Fax: (239)939-2523
FEID #20-3507657

Lennar Homes
10481 Ben C. Pratt/Six Mile Cypress Pkwy.
Fort Myers, Florida 33966

Invoice Date: 10/31/2023
Payment Terms: Net 30
Contract #: 4031L
Contract Name: Coco Bay
Customer #: 19340
Contract Mgr: Rebol, Todd R.
Customer PO#:

Professional Services (Fixed Fee)

Project #: 4031L.02
Project Name: Surveying Services - 78551699.001 CO #1

	Contract Amt	Billed %	Prev Billed	Billing Amt
Topographic Data Collection	\$6,900.00	100%	\$6,900.00	\$0.00
ATLA Survey	\$5,700.00	100%	\$5,700.00	\$0.00
	\$12,600.00		\$12,600.00	\$0.00

Project #: 4031L.02A
Project Name: Platting Services - Phase II - Contract dated 12/7/21 (3784234-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Preliminary Plat Permitting	\$2,400.00	100%	\$2,400.00	\$0.00
Final Plat Permitting	\$3,200.00	100%	\$2,560.00	\$640.00
Preliminary Plat Preparation	\$6,800.00	100%	\$6,800.00	\$0.00
Final Plat Preparation	\$7,400.00	100%	\$7,400.00	\$0.00
Permanent Reference Monuments	\$2,600.00	100%	\$2,600.00	\$0.00
Permanent Control Points	\$2,300.00	100%	\$2,300.00	\$0.00
	\$24,700.00		\$24,060.00	\$640.00

Project #: 4031L.02B
Project Name: Platting Services - Phase III - Contract dated 12/7/21 (3784234-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Preliminary Plat Permitting	\$2,400.00	100%	\$2,400.00	\$0.00
Final Plat Permitting	\$3,200.00	100%	\$2,560.00	\$640.00
Preliminary Plat Preparation	\$6,800.00	100%	\$6,800.00	\$0.00
Final Plat Preparation	\$7,400.00	100%	\$7,400.00	\$0.00
Permanent Reference Monuments	\$2,600.00	100%	\$2,600.00	\$0.00
Permanent Control Points	\$2,300.00	100%	\$2,300.00	\$0.00
	\$24,700.00		\$24,060.00	\$640.00

Comments:

Thank you for choosing Banks Engineering. Payment of this invoice is due within 30 days. Please be advised that past due invoices will be charged a late fee of 1.5% per month. If you have any questions or prefer to make payment via a credit card, please contact our office at (239) 939-5490.



INVOICE #
4031L-27

Professional Engineers, Planners & Land Surveyors
Fort Myers * Port Charlotte

10511 Six Mile Cypress Parkway,
Fort Myers, FL 33966 | Tel: (239)939-5490 | Fax: (239)939-2523
FEID #20-3507657

Project #: 4031L.02C
Project Name: Surveying Services - CO# 1A Contract dated 4/4/2022 (3784234-001)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Sketch & Description	\$2,800.00	100%	\$2,800.00	\$0.00
	\$2,800.00		\$2,800.00	\$0.00

Project #: 4031L.02D
Project Name: Surveying Services - CO# 2 Contract dated 10/27/2022 (3784234-002)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Tree Survey	\$17,600.00	100%	\$17,600.00	\$0.00
	\$17,600.00		\$17,600.00	\$0.00

Project #: 4031L.03
Project Name: Engineering Services - 78551699.000

	Contract Amt	Billed %	Prev Billed	Billing Amt
Preliminary Site Planning	\$2,800.00	100%	\$2,800.00	\$0.00
Engineering Research	\$3,100.00	100%	\$3,100.00	\$0.00
Engineering Cost Estimate	\$3,900.00	100%	\$3,900.00	\$0.00
	\$9,800.00		\$9,800.00	\$0.00

Project #: 4031L.03A
Project Name: Engineering Services- Contract dated 12/7/21 (3784234-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Phasing Plan Generation	\$7,200.00	100%	\$7,200.00	\$0.00
Development Permitting	\$6,400.00	100%	\$6,400.00	\$0.00
	\$13,600.00		\$13,600.00	\$0.00

Project #: 4031L.03C
Project Name: Engineering Services - CO# 2 Contract dated 10/27/2022 (3784234-002)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Development Permitting	\$2,100.00	100%	\$2,100.00	\$0.00
	\$2,100.00		\$2,100.00	\$0.00

Project #: 4031L.03E
Project Name: Engineering Services- CO #03 Contract Dated 1/13/2023 (3784234.003 OL)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Amenity Design	\$6,100.00	100%	\$6,100.00	\$0.00
Plans Modifications	\$11,800.00	100%	\$11,800.00	\$0.00
	\$17,900.00		\$17,900.00	\$0.00

Comments:
Thank you for choosing Banks Engineering. Payment of this invoice is due within 30 days. Please be advised that past due invoices will be charged a late fee of 1.5% per month. If you have any questions or prefer to make payment via a credit card, please contact our office at (239) 939-5490.



INVOICE #
4031L-27

Professional Engineers, Planners & Land Surveyors
Fort Myers * Port Charlotte

10511 Six Mile Cypress Parkway,
Fort Myers, FL 33966 | Tel: (239)939-5490 | Fax: (239)939-2523
FEID #20-3507657

Project #: 4031L.04A

Project Name: Construction Services - Phase I - Contract dated 12/7/21 (3784234-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Contract Documents & Bidding Services	\$1,800.00	100%	\$1,800.00	\$0.00
Construction & Testing Observation	\$4,800.00	100%	\$4,800.00	\$0.00
Pay Request Review & Recommendation	\$1,200.00	100%	\$1,200.00	\$0.00
Record Drawings & Final Certifications	\$4,200.00	100%	\$1,260.00	\$2,940.00
Shop Drawing Review	\$1,100.00	100%	\$1,100.00	\$0.00
	\$13,100.00		\$10,160.00	\$2,940.00

Project #: 4031L.04B

Project Name: Construction Services - Phase II - Contract dated 12/7/21 (3784234-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Contract Documents & Bidding Services	\$1,800.00	100%	\$1,800.00	\$0.00
Construction & Testing Observation	\$4,100.00	0%	\$0.00	\$0.00
Pay Request Review & Recommendation	\$1,000.00	0%	\$0.00	\$0.00
Record Drawings & Final Certifications	\$3,900.00	0%	\$0.00	\$0.00
Shop Drawing Review	\$1,000.00	0%	\$0.00	\$0.00
	\$11,800.00		\$1,800.00	\$0.00

Project #: 4031L.04C

Project Name: Construction Services - Phase III - Contract dated 12/7/21 (3784234-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Contract Documents & Bidding Services	\$1,800.00	100%	\$1,800.00	\$0.00
Construction & Testing Observation	\$4,100.00	0%	\$0.00	\$0.00
Pay Request Review & Recommendation	\$1,000.00	0%	\$0.00	\$0.00
Record Drawings & Final Certifications	\$3,900.00	0%	\$0.00	\$0.00
Shop Drawing Review	\$1,000.00	0%	\$0.00	\$0.00
	\$11,800.00		\$1,800.00	\$0.00

Project #: 4031L.05A

Project Name: Outside Consultant Services - Contract dated 12/7/21 (3784234-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Utility Engineer	\$267,750.00	61%	\$165,163.70	\$0.00
	\$267,750.00		\$165,163.70	\$0.00

Project #: 4031L.05B

Project Name: Outside Consultant Services - CO# 2 Contract dated 10/27/2022 (3784234-002)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Landscaping Plans	\$2,400.00	0%	\$0.00	\$0.00
	\$2,400.00		\$0.00	\$0.00

Comments:

Thank you for choosing Banks Engineering. Payment of this invoice is due within 30 days. Please be advised that past due invoices will be charged a late fee of 1.5% per month. If you have any questions or prefer to make payment via a credit card, please contact our office at (239) 939-5490.



INVOICE #
4031L-27

Professional Engineers, Planners & Land Surveyors
Fort Myers * Port Charlotte

10511 Six Mile Cypress Parkway,
Fort Myers, FL 33966 | Tel: (239)939-5490 | Fax: (239)939-2523
FEID #20-3507657

Project #: 4031L.05C
Project Name: Outside Consultant Services - CO #03 Contract Dated 1/13/2023
(3784234.003 OL)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Landscaping Plans	\$1,900.00	100%	\$1,900.00	\$0.00
	\$1,900.00		\$1,900.00	\$0.00

Project #: 4031L.71
Project Name: Reimbursables - CO #03 Contract Dated 1/13/2023 (3784234.003 OL)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Application Fees (\$2,000) Reimbursable Blueprinting/Mileage (\$1,000)	\$3,000.00	0%	\$0.00	\$0.00
	\$3,000.00		\$0.00	\$0.00
	\$437,550.00		\$305,343.70	\$4,220.00

Invoice Amount \$4,220.00

TOTAL PAID: \$303,163.70

Comments:

Thank you for choosing Banks Engineering. Payment of this invoice is due within 30 days. Please be advised that past due invoices will be charged a late fee of 1.5% per month. If you have any questions or prefer to make payment via a credit card, please contact our office at (239) 939-5490.



INVOICE #
4557-26

Professional Engineers, Planners & Land Surveyors
Fort Myers * Port Charlotte

10511 Six Mile Cypress Parkway,
Fort Myers, FL 33966 | Tel: (239)939-5490 | Fax: (239)939-2523
FEID #20-3507657

Lennar Homes
10481 Ben C. Pratt/Six Mile Cypress Pkwy.
Fort Myers, Florida 33966

Invoice Date: 09/30/2023
Payment Terms: Net 30
Contract #: 4557
Contract Name: Lake Emily
Customer #: 19340
Contract Mgr: Rebol, Todd R.
Customer PO#:

P 254,950.5

Professional Services (Fixed Fee)

Project #: 4557.02
Project Name: Surveying Services - 79784397.001 - CO #1

	Contract Amt	Billed %	Prev Billed	Billing Amt
Topographic Data Collection	\$7,300.00	100%	\$7,300.00	\$0.00
ATLA Survey	\$4,800.00	100%	\$4,800.00	\$0.00
	\$12,100.00		\$12,100.00	\$0.00

Project #: 4557.02A
Project Name: Surveying Services - Contract dated 12/10/21 (3726967-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
ALTA Survey	\$2,100.00	100%	\$2,100.00	\$0.00
Tree Survey	\$3,600.00	100%	\$3,600.00	\$0.00
	\$5,700.00		\$5,700.00	\$0.00

Project #: 4557.02B
Project Name: Platting Services (One Phase Only) - Contract dated 12/10/21 (3726967-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Preliminary Plat Permitting	\$3,200.00	100%	\$3,200.00	\$0.00
Final Plat Permitting	\$4,600.00	100%	\$4,600.00	\$0.00
Preliminary Plat Preparation	\$9,100.00	100%	\$9,100.00	\$0.00
Final Plat Preparation	\$10,300.00	100%	\$10,300.00	\$0.00
Permanent Reference Monuments	\$3,800.00	100%	\$3,800.00	\$0.00
Permanent Control Points	\$5,400.00	100%	\$5,400.00	\$0.00
Legal Descriptions	\$1,800.00	100%	\$1,800.00	\$0.00
	\$38,200.00		\$38,200.00	\$0.00

Project #: 4557.02C
Project Name: Surveying Services - CO #2 - Contract dated 10/26/22 (3726967-02)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Construction Surveying	\$20,000.00	24%	\$4,857.50	\$0.00
	\$20,000.00		\$4,857.50	\$0.00

Comments:

Thank you for choosing Banks Engineering. Payment of this invoice is due within 30 days. Please be advised that past due invoices will be charged a late fee of 1.5% per month. If you have any questions or prefer to make payment via a credit card, please contact our office at (239) 939-5490.



INVOICE #
4557-26

Professional Engineers, Planners & Land Surveyors
Fort Myers * Port Charlotte

10511 Six Mile Cypress Parkway,
Fort Myers, FL 33966 | Tel: (239)939-5490 | Fax: (239)939-2523
FEID #20-3507657

Project #: 4557.03
Project Name: Engineering Services (73784397.000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Preliminary Site Planning	\$2,800.00	100%	\$2,800.00	\$0.00
Engineering Research	\$3,100.00	100%	\$3,100.00	\$0.00
Engineering Cost Estimate	\$3,400.00	100%	\$3,400.00	\$0.00
	\$9,300.00		\$9,300.00	\$0.00

Project #: 4557.03A
Project Name: Engineering Services - Contract dated 12/10/21 (3726967-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Site Plan Generation	\$4,300.00	100%	\$4,300.00	\$0.00
Paving, Grading and Drainage System Design	\$51,600.00	100%	\$51,600.00	\$0.00
Development Permitting	\$14,300.00	100%	\$14,300.00	\$0.00
Stormwater Management Permitting	\$8,200.00	100%	\$8,200.00	\$0.00
Water Distribution System Design & Permitting	\$19,100.00	100%	\$19,100.00	\$0.00
Wastewater Collection System Design & Permitting	\$26,800.00	100%	\$26,800.00	\$0.00
Public Utility Coordination & Conduit Plan	\$3,100.00	100%	\$3,100.00	\$0.00
Meetings	\$4,200.00	100%	\$4,200.00	\$0.00
	\$131,600.00		\$131,600.00	\$0.00

Project #: 4557.03B
Project Name: Engineering Services - Contract dated 05/20/22 (3726967-001)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Design Modifications	\$16,300.00	100%	\$16,300.00	\$0.00
	\$16,300.00		\$16,300.00	\$0.00

Project #: 4557.03C
Project Name: Engineering Services - Contract dated 11/16/2022 (3726967-003)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Phasing Modification	\$5,600.00	100%	\$5,600.00	\$0.00
	\$5,600.00		\$5,600.00	\$0.00

Project #: 4557.04A
Project Name: Construction (One Phase Only) - Contract dated 12/10/21 (3726967-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Contract Documents & Bidding Services	\$2,700.00	100%	\$2,700.00	\$0.00
Construction & Testing Observation	\$14,300.00	63%	\$8,693.00	\$429.00
Pay Request Review & Recommendation	\$2,000.00	65%	\$1,200.00	\$100.00
Record Drawings & Final Certifications	\$8,800.00	0%	\$0.00	\$0.00

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Fort Myers * Port Charlotte**

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Fort Myers, FL 33966 | Tel: (239)939-5490 | Fax: (239)939-2523
FEID #20-3507657

Project #: 4557.04A

Project Name: Construction (One Phase Only) - Contract dated 12/10/21 (3726967-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Shop Drawing Review	\$1,800.00	100%	\$1,800.00	\$0.00
	\$29,600.00		\$14,393.00	\$529.00

Project #: 4557.05A

Project Name: Outside Consultant Services - Contract dated 12/10/21 (3726967-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Traffic Impact Statement	\$6,900.00	100%	\$6,900.00	\$0.00
Landscape Plans	\$5,800.00	100%	\$5,800.00	\$0.00
Environmental Consultant	\$13,500.00	100%	\$13,500.00	\$0.00
	\$26,200.00		\$26,200.00	\$0.00

Project #: 4557.05B

Project Name: Outside Consultant Services IPO Dated 9/2/22 (11318534-000)

	Contract Amt	Billed %	Prev Billed	Billing Amt
Arborist Report	\$1,000.00	100%	\$1,000.00	\$0.00
	\$1,000.00		\$1,000.00	\$0.00
	\$295,600.00		\$265,250.50	\$529.00

Reimbursables

		Date	Unit Rate	Qty	Amount
Mileage	Construction Site Visit (Pay App 8)	09/26/2023	\$0.66	52.00	\$34.06
					\$34.06

Total Reimbursable

Invoice Amount \$563.06

Comments:

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November 28, 2023

Island Lake Estates Community Development District
c/o James P. Ward, District Manager
JPWard & Associates, LLC
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308

Re: Letter Agreement for Acquisition of Coco Bay, Island Lakes at Coco Bay (Portion) and Palm Lake at Coco Bay (Phase 1) Improvements


Dear Jim,

Pursuant to the *Acquisition Agreement*, dated September 13, 2022 ("**Acquisition Agreement**"), by and between the Island Lake Estates Community Development District ("**District**") and Lennar Homes, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**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 bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- 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 under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the Englewood Water District for turnover of the utilities (which comprise a portion of the Improvements) to the Englewood Water District.

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:
ISLAND LAKE ESTATES COMMUNITY
DEVELOPMENT DISTRICT


Name: Scott Edwards
Title: Chairman

Sincerely,
LENNAR HOMES, LLC

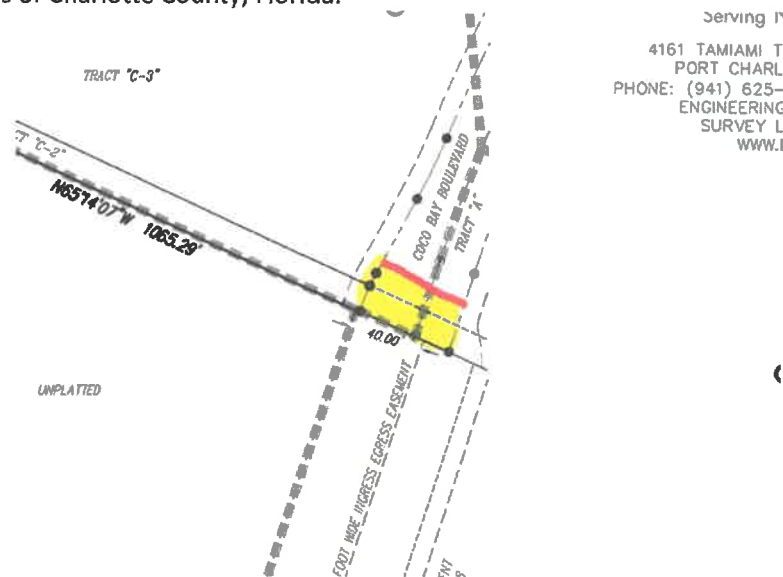

Name: Jim Billups
Title: VP

EXHIBIT A

Description of Coco Bay, Island Lakes at Coco Bay (Phase 1) and Palm Lake at Coco Bay (Phase 1) Improvements

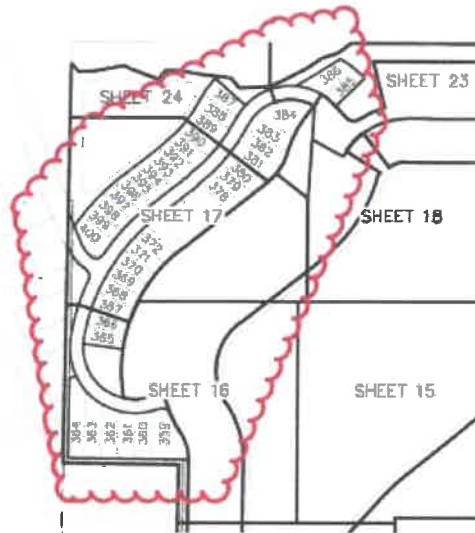
Coco Bay Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes) and “Public Utility Easements,” as identified in the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

Coco Bay Public Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within that *certain portion* of Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), located within the area identified below within the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

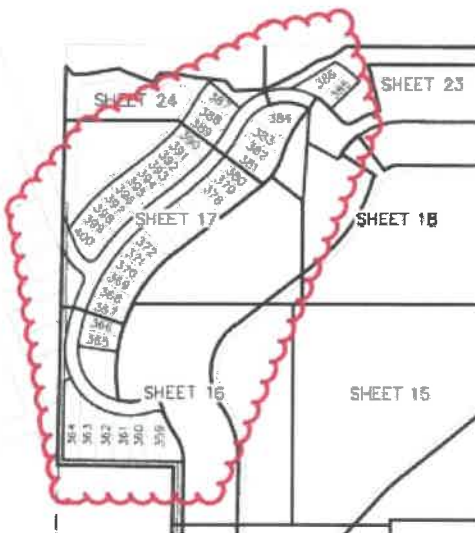


Coco Bay Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), Tracts P-1, P-2 and P-3 (Wetland and Wetland Buffers, Landscaping, Surface Water Management, Recreation and Common Area Purposes), Tract C-3 (Open Space, Recreation, Landscaping, Irrigation, Surface Water Management, Signage and Common Area), and the “Drainage Easements”, as identified on the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

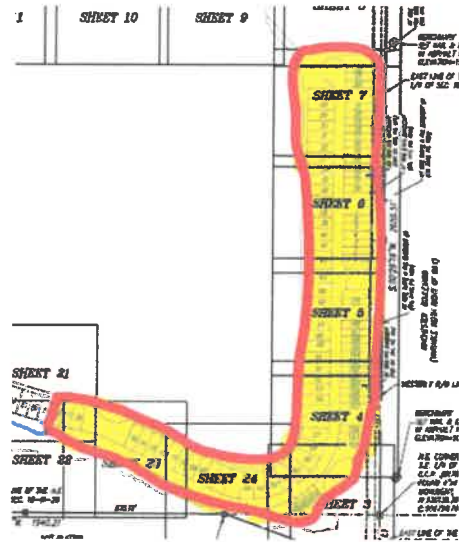
Island Lakes at Coco Bay [Portion] Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon that certain portion of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Property Purposes) and those certain “Public Utility Easements,” located within the area identified below within the plat known as *Island Lakes at Coco Bay*, as recorded at Plat Book 27, Pages 5A – 5Z1, of Public Records of Charlotte County, Florida.



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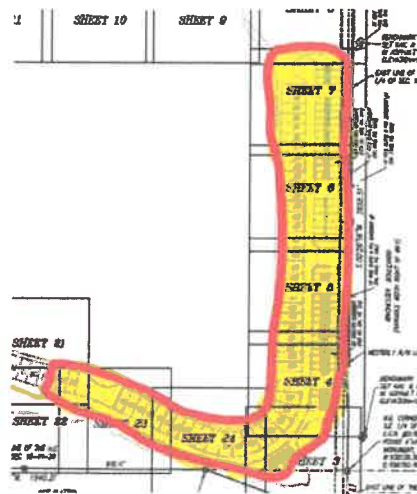


Palm Lake at Coco Bay [Phase 1] Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon that certain portion of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Proper Purposes) and those certain “Public Utility Easements,” located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.



Palm Lake at Coco Bay [Phase 1] Public Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within or upon Tract A-2 (Public Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities and Other Proper Purposes), located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.

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Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and utility permits, 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 public improvements described above.

Item	Contract Amount	Total Paid From Developer to Contractor	Remaining Amounts (Balance Owed & Retainage)
Coco Bay & Island Lakes at Coco Bay [Portion]			
Stormwater System	\$333,245.00	\$302,950.00	\$60,590.00
Public Roadway Improvements	\$219,414.43	\$178,831.30	\$58,466.26
Water and Wastewater Utilities	\$2,290,711.00	\$2,290,711.00	\$0.00
Professional Fees	\$437,550.00	\$303,163.70	\$134,386.30
Palm Lake Phase I			
Stormwater System	\$1,487,851.90	\$973,200.95	\$611,971.05
Public Roadway Improvements	\$94,209.45	\$94,209.45	\$9,420.95
Water and Wastewater Utilities	\$2,606,497.05	\$1,755,062.05	\$1,026,941.21
Professional Fees	\$295,600.00	\$254,950.50	\$40,649.50
TOTALS:	\$7,765,078.83	\$6,153,078.95	\$1,942,425.27

**CORPORATE DECLARATION REGARDING COSTS PAID
[COCO BAY, ISLAND LAKES AT COCO BAY (PHASE 1) AND
PALM LAKE AT COCO BAY (PHASE 1) IMPROVEMENTS]**

LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), does hereby certify to the Island Lake Estates Community Development District ("District"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The *Engineer's Report*, dated May 19, 2023, as supplemented from time to time (together, "**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 identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 28 day of November, 2023.

LENNAR HOMES, LLC

John Billups
Name: John Billups
Title: VP Finance

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 28 day of November, 2023, by John Billups as VP of Lennar Homes, LLC, a Florida limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

JM
NOTARY PUBLIC, STATE OF Florida
Name: Jessica Martin
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

(NOTARY SEAL)

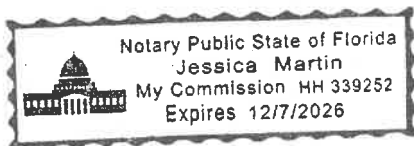
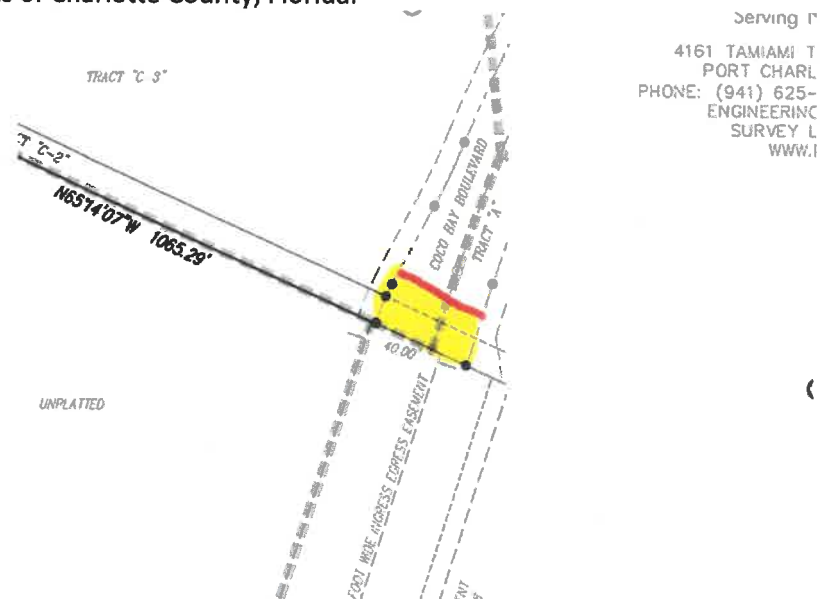


EXHIBIT A
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Palm Lake at Coco Bay (Phase 1) Improvements

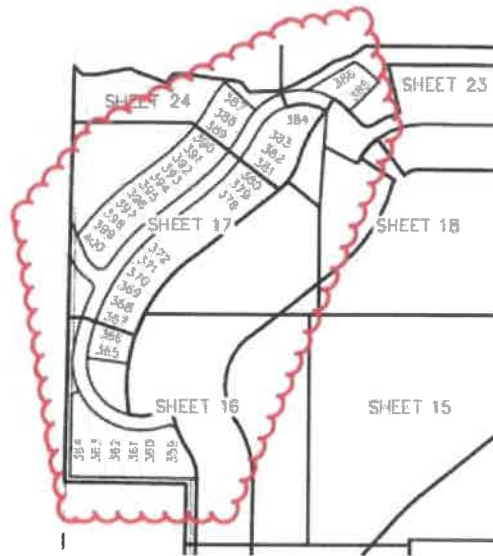
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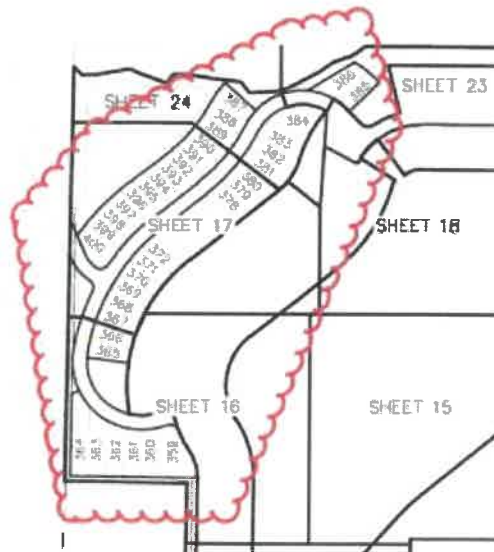


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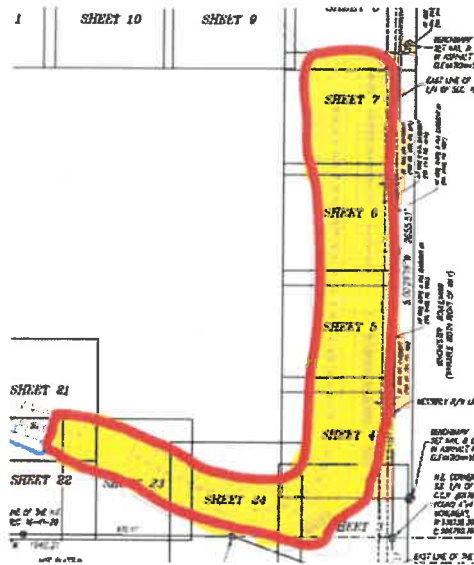
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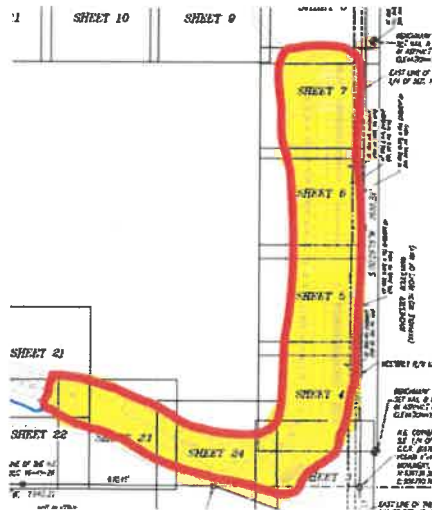


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TOTALS:	\$7,765,078.83	\$6,153,078.95	\$1,942,425.27

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[COCO BAY AND ISLAND LAKES AT COCO BAY (PHASE 1) IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 18 day of December, 2023, by **C&M Road Builders, Inc. ("Contractor")**, with an address of 6728 33rd Street East, Sarasota, Florida 34243, in favor of the **Island Lake Estates Community Development District ("District")**, which is a local unit of special-purpose government situated in Charlotte County, Florida, and having offices at c/o JP Ward & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

RECITALS

WHEREAS, pursuant to that certain *Land Base Master Trade Partner Agreement (Owner-Contractor) Work Agreement*, dated May 11, 2022 ("**Contract**") by and between Contractor and Lennar Homes, LLC, ("**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.

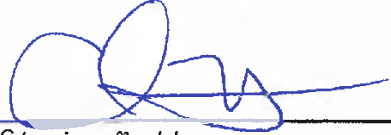
NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

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 acquiring 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.** Except as set forth herein, 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 \$ 0.00
(including balance to finish and retainage) related to the Improvements and understands that such

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

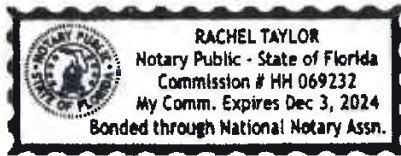
C&M ROAD BUILDERS, INC.



By: Chris Muth
Its: VP

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18th day of December, 2023, by Chris Muth as VP of **C&M Road Builders, Inc.**, 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 SEAL)



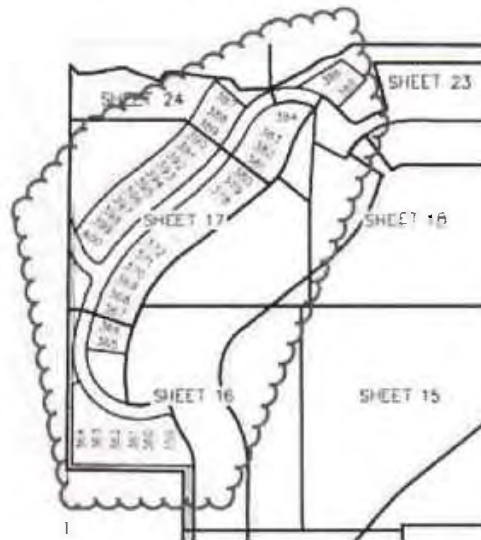
NOTARY PUBLIC, STATE OF Florida

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

EXHIBIT A
Description of Improvements

Coco Bay Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes) and "Public Utility Easements," as identified in the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

Island Lakes at Coco Bay [Portion] Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon that certain portion of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Property Purposes) and those certain "Public Utility Easements," located within the area identified below within the plat known as *Island Lakes at Coco Bay*, as recorded at Plat Book 27, Pages 5A – 5Z1, of Public Records of Charlotte County, Florida.



Item	Contract Amount	Total Paid From Developer to Contractor	Remaining Amounts (Balance Owed & Retainage)
Coco Bay & Island Lakes at Coco Bay [Portion]			
Water and Wastewater Utilities	\$2,290,711.00	\$2,290,711.00	\$0.00

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[COCO BAY AND ISLAND LAKES AT COCO BAY (PHASE 1) IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made to be effective the 15 day of January, 2024 Earth Trades (“Contractor”), with an address of 7224 Kyle Court, Sarasota, Florida 34240, in favor of the **Island Lake Estates Community Development District** (“District”), which is a local unit of special-purpose government situated in Charlotte County, Florida, and having offices at c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

RECITALS

WHEREAS, pursuant to that certain *Land Base Master Trade Partner Agreement (Owner-Contractor) Work Agreement*, dated September 16, 2022 (“Contract”) by and between Contractor and Lennar Homes, LLC, (“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 acquiring 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.** Except as set forth herein, 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 \$119,056.26 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

Earth Trades INC
By: M.S. Primmer
Its: VP

STATE OF Florida
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15th day of Jan, 2024, by Mark Primmer as Vice-President of Earth Trades, 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.

Teresa Jeffreys
NOTARY PUBLIC, STATE OF Florida

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

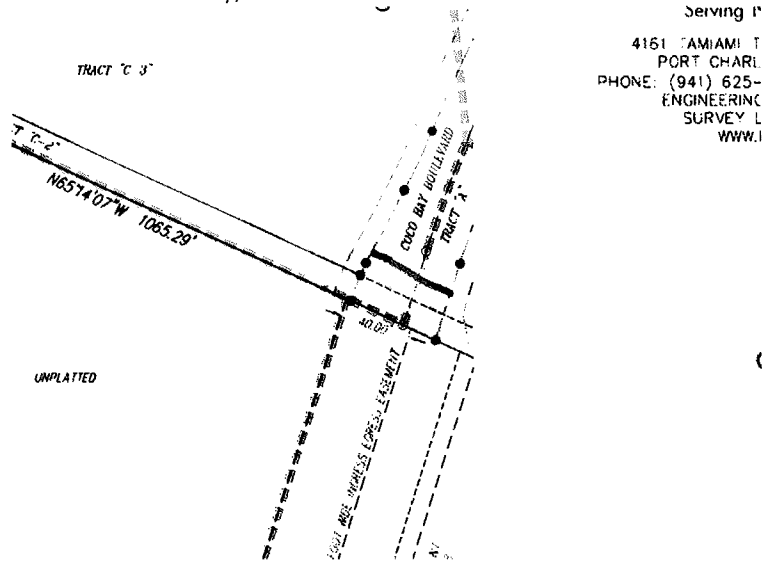
(NOTARY SEAL)



TERESA JEFFREYS
Notary Public
State of Florida
Comm# HH229767
Expires 2/16/2026

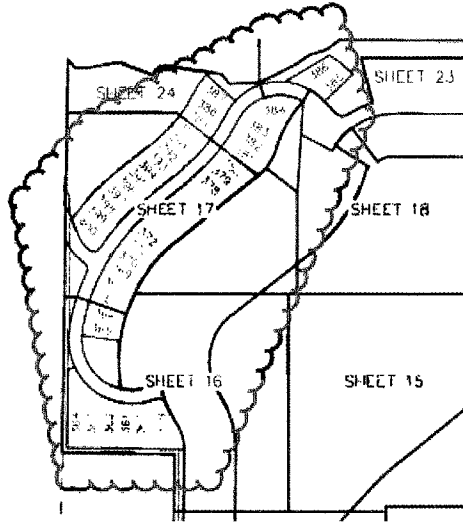
EXHIBIT A
Description of Coco Bay, Island Lakes at Coco Bay (Phase 1) and
Palm Lake at Coco Bay (Phase 1) Improvements

Coco Bay Public Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within that *certain portion* of Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), located within the area identified below within the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.



Coco Bay Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), Tracts P-1, P-2 and P-3 (Wetland and Wetland Buffers, Landscaping, Surface Water Management, Recreation and Common Area Purposes), Tract C-3 (Open Space, Recreation, Landscaping, Irrigation, Surface Water Management, Signage and Common Area), and the “Drainage Easements”, as identified on the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

Island Lakes at Coco Bay [Portion] Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within *that certain portion* of Tracts A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Property Purposes), Tracts L-3 and L-4 (Drainage, Surface Water Management and Irrigation), Tracts C-4, C-5, C-6, (Common Area, Drainage, Landscaping, Irrigation, Recreation and Other Proper Purposes), and *those certain* “Drainage Easements” and “Lake Maintenance Easements,” located within the area identified below within the plat known as *Island Lakes at Coco Bay, Island Lakes at Coco Bay*, as recorded at Plat Book 27, Pages 5A – 5Z1, of Public Records of Charlotte County, Florida.



Item	Contract Amount	Total Paid From Developer to Contractor	Remaining Amounts (Balance Owed & Retainage)
Coco Bay & Island Lakes at Coco Bay [Portion]			
Stormwater System	\$333,245.00	\$302,950.00	\$60,590.00
Public Roadway Improvements	\$219,414.43	\$178,831.30	\$58,466.26
TOTALS:	\$552,659.43	\$481,781.30	\$119,056.26

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[PALM LAKE AT COCO BAY (PHASE 1) IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the **11** day of **December** _____, 2023, by Deme Construction, LLC ("Contractor"), with an address of 3301 Whitfield Avenue Suite C, Sarasota, Florida 34243, in favor of the **Island Lake Estates Community Development District** ("District"), which is a local unit of special-purpose government situated in Charlotte County, Florida, and having offices at c/o JP Ward & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

RECITALS

WHEREAS, pursuant to that certain _____ *Agreement*, dated _____ ("Contract") by and between Contractor and Lennar Homes, LLC, ("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.

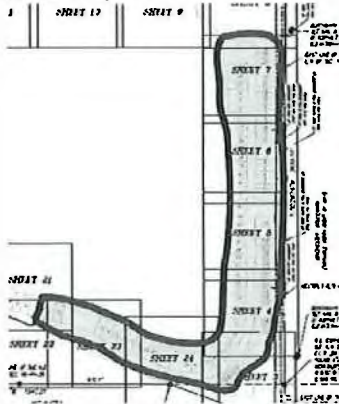
NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

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 acquiring 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.** Except as set forth herein, 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.

EXHIBIT A

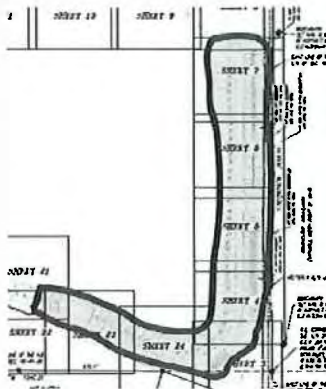
Description of Palm Lake at Coco Bay (Phase 1) Improvements

Palm Lake at Coco Bay [Phase 1] Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon that certain portion of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Proper Purposes) and those certain “Public Utility Easements,” located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.



Palm Lake at Coco Bay [Phase 1] Public Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within or upon Tract A-2 (Public Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities and Other Proper Purposes), located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.

Palm Lake at Coco Bay [Phase 1] Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within that certain portion of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Proper Purposes), Tract A-1 (Public Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities and Other Proper Purposes), and those certain “Drainage Easements” and “Lake Maintenance Easements,” located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.



PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made the 28 day of November, 2023, by **Banks Engineering, Inc.**, having a mailing address 4161 Tamiami Trail, Building 5 Unit 501, Port Charlotte, Florida 33952 (“**Professional**”), in favor of the **Island Lake Estates Community Development District (“District”)**, which is a local unit of special-purpose government situated in Charlotte County, Florida, and having offices at c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

RECITALS

WHEREAS, pursuant to that certain _____, dated _____ (“**Contract**”), between Professional and Lennar Homes, LLC, (“**Developer**”), as part of a general assignment of agreements, Professional 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, Professional 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 or has acquired the Work Product constructed by Professional 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.** 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. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, 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.

[CONTINUED ON FOLLOWING PAGE]

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

BANKS ENGINEERING, INC.



By: Todd R. Rebol, P.E.
Its: Vice President

STATE OF Florida
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of November, 2023, by Todd R. Rebol, P.E. as Vice President of Banks Engineering, 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 NIA as identification.

Heather L. Polito
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Heather L. Polito
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

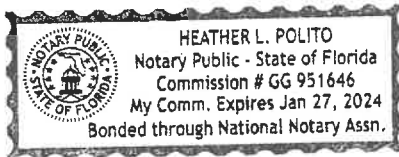


EXHIBIT A

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and utility permits, 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 public improvements described in the *Engineer’s Report*, dated May 19, 2023

Item	Contract Amount	Total Paid From Developer to Contractor	Remaining Amounts (Balance Owed & Retainage)
Coco Bay & Island Lakes at Coco Bay [Portion]			
Professional Fees	\$437,550.00	\$303,163.70	\$134,386.30
Palm Lake Phase I			
Professional Fees	\$295,600.00	\$254,950.50	\$40,649.50

DISTRICT ENGINEER'S CERTIFICATE
[COCO BAY, ISLAND LAKES AT COCO BAY (PHASE 1) AND
PALM LAKE AT COCO BAY (PHASE 1) IMPROVEMENTS]

_____, 2023

Board of Supervisors
Island Lake Estates Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Banks Engineering, Inc. ("District Engineer"), as District Engineer for the Island Lake Estates Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from Lennar Homes, LLC ("Developer") as to certain public infrastructure improvements ("Improvements") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the *Engineer's Report*, dated May 19, 2023, as supplemented from time to time (together, "**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, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
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 for the District to acquire the Improvements.

[SIGNATURE PAGE FOR DISTRICT ENGINEER'S CERTIFICATE]

BANKS ENGINEERING, INC.



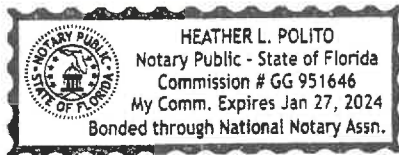
Todd Rebol, P.E.
Florida Registration No. 64040
District Engineer

STATE OF Florida
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of November, 2023, by Todd R. Rebol, P.E. as Vice President of Banks Engineering, Inc., 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 N/A as identification.

Heather L. Polito
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



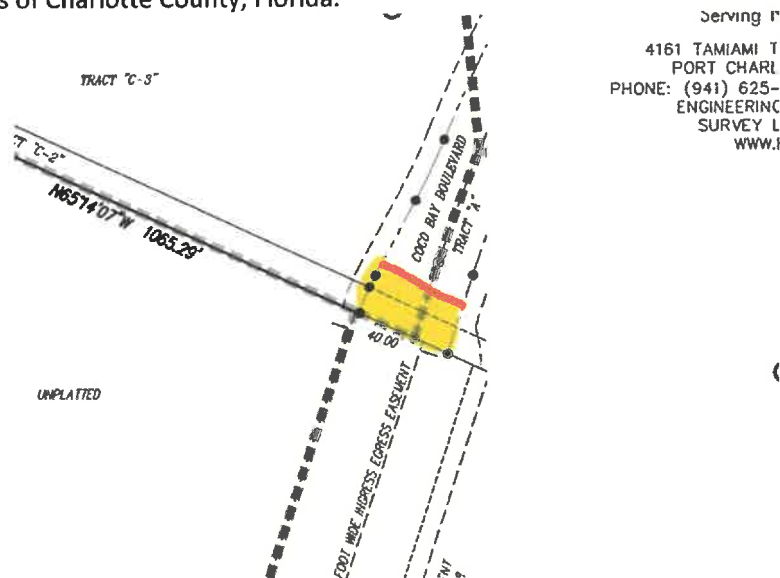
Name: Heather L. Polito
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

Description of Coco Bay, Island Lakes at Coco Bay (Phase 1) and Palm Lake at Coco Bay (Phase 1) Improvements

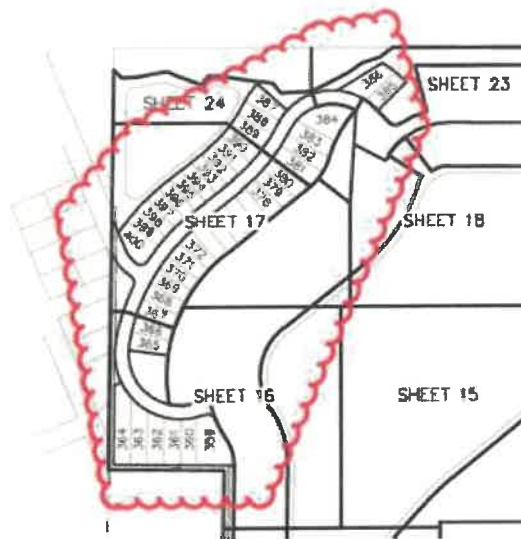
Coco Bay Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes) and “Public Utility Easements,” as identified in the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

Coco Bay Public Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within that *certain portion* of Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), located within the area identified below within the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

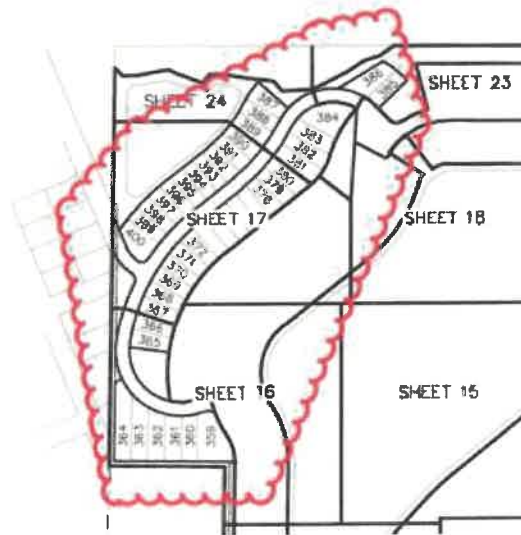


Coco Bay Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), Tracts P-1, P-2 and P-3 (Wetland and Wetland Buffers, Landscaping, Surface Water Management, Recreation and Common Area Purposes), Tract C-3 (Open Space, Recreation, Landscaping, Irrigation, Surface Water Management, Signage and Common Area), and the “Drainage Easements”, as identified on the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

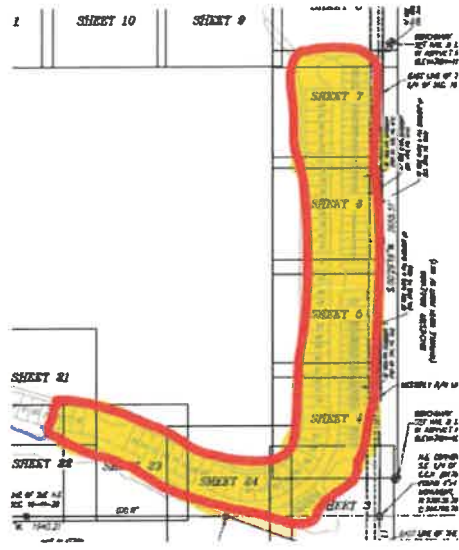
Island Lakes at Coco Bay [Portion] Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon that certain portion of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Property Purposes) and those certain “Public Utility Easements,” located within the area identified below within the plat known as *Island Lakes at Coco Bay*, as recorded at Plat Book 27, Pages 5A – 5Z1, of Public Records of Charlotte County, Florida.



Island Lakes at Coco Bay [Portion] Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within that certain portion of Tracts A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Property Purposes), Tracts L-3 and L-4 (Drainage, Surface Water Management and Irrigation), Tracts C-4, C-5, C-6, (Common Area, Drainage, Landscaping, Irrigation, Recreation and Other Proper Purposes), and those certain “Drainage Easements” and “Lake Maintenance Easements,” located within the area identified below within the plat known as *Island Lakes at Coco Bay, Island Lakes at Coco Bay*, as recorded at Plat Book 27, Pages 5A – 5Z1, of Public Records of Charlotte County, Florida.

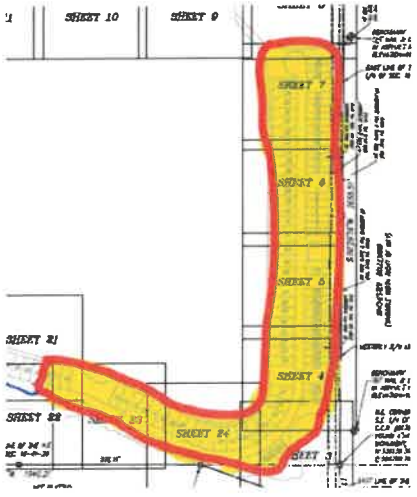


Palm Lake at Coco Bay [Phase 1] Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon that certain portion of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Proper Purposes) and those certain “Public Utility Easements,” located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.



Palm Lake at Coco Bay [Phase 1] Public Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within or upon Tract A-2 (Public Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities and Other Proper Purposes), located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.

Palm Lake at Coco Bay [Phase 1] Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within that certain portion of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Proper Purposes), Tract A-1 (Public Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities and Other Proper Purposes), and those certain “Drainage Easements” and “Lake Maintenance Easements,” located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.



Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and utility permits, 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 public improvements described above.

Item	Contract Amount	Total Paid From Developer to Contractor	Remaining Amounts (Balance Owed & Retainage)
Coco Bay & Island Lakes at Coco Bay [Portion]			
Stormwater System	\$333,245.00	\$302,950.00	\$60,590.00
Public Roadway Improvements	\$219,414.43	\$178,831.30	\$58,466.26
Water and Wastewater Utilities	\$2,290,711.00	\$2,290,711.00	\$0.00
Professional Fees	\$437,550.00	\$303,163.70	\$134,386.30
Palm Lake Phase I			
Stormwater System	\$1,487,851.90	\$973,200.95	\$611,971.05
Public Roadway Improvements	\$94,209.45	\$94,209.45	\$9,420.95
Water and Wastewater Utilities	\$2,606,497.05	\$1,755,062.05	\$1,026,941.21
Professional Fees	\$295,600.00	\$254,950.50	\$40,649.50
TOTALS:	\$7,765,078.83	\$6,153,078.95	\$1,942,425.27

BILL OF SALE AND LIMITED ASSIGNMENT
[COCO BAY, ISLAND LAKES AT COCO BAY (PHASE 1) AND
PALM LAKE AT COCO BAY (PHASE 1) IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ___ day of _____, 2023, by and between **Lennar Homes, LLC**, a Florida limited liability company, with an address of 5505 Blue Lagoon Drive, Miami, Florida 33126 ("**Grantor**"), and **Island Lake Estates 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 JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

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 property (together, "**Property**") described in **Exhibit A** and below to have and to hold for Grantee's own use and benefit forever:

a) 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 improvements described in **Exhibit A**.

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. Without waiving any of the rights against third parties granted under Section 1(b), 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 and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

LENNAR HOMES, LLC

By: dm
Name: Jessica Martin

John Billups
Name: John Billups
Title: VP Finance

By: Gabriella Draney
Name: Gabriella Draney

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28 day of November, 2023, by John Billups as VP of Lennar Homes, 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.

dm
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

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

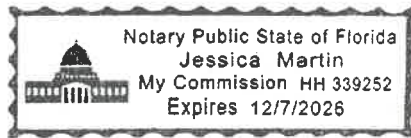


EXHIBIT A
Description of Coco Bay, Island Lakes at Coco Bay (Phase 1) and
Palm Lake at Coco Bay (Phase 1) Improvements

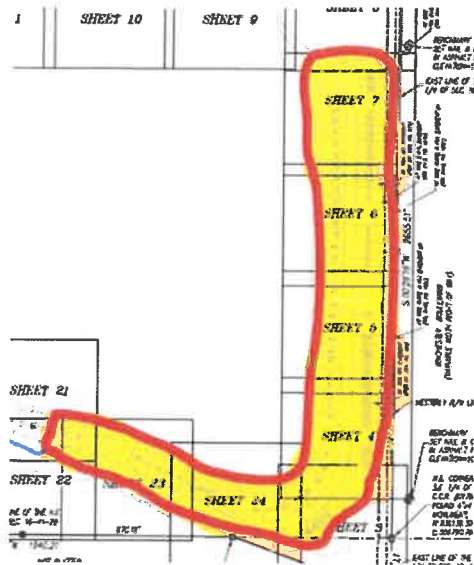
Coco Bay Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes) and “Public Utility Easements,” as identified in the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

Coco Bay Public Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within that *certain portion* of Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), located within the area identified below within the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.



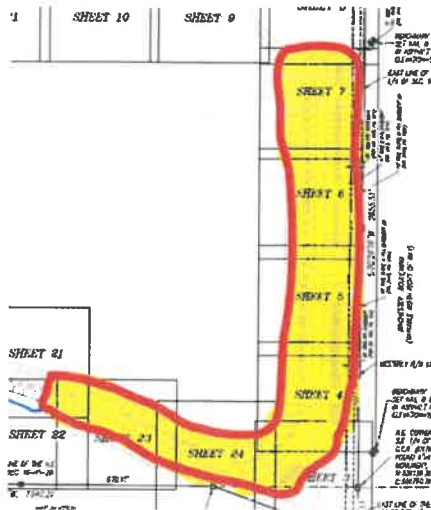
Coco Bay Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), Tracts P-1, P-2 and P-3 (Wetland and Wetland Buffers, Landscaping, Surface Water Management, Recreation and Common Area Purposes), Tract C-3 (Open Space, Recreation, Landscaping, Irrigation, Surface Water Management, Signage and Common Area), and the “Drainage Easements”, as identified on the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

Island Lakes at Coco Bay [Portion] Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon that certain portion of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Property Purposes) and those certain “Public Utility Easements,” located within the area identified below within the plat known as *Island Lakes at Coco Bay*, as recorded at Plat Book 27, Pages 5A – 5Z1, of Public Records of Charlotte County, Florida.



Palm Lake at Coco Bay [Phase 1] Public Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within or upon Tract A-2 (Public Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities and Other Proper Purposes), located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.

Palm Lake at Coco Bay [Phase 1] Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within that certain portion of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Proper Purposes), Tract A-1 (Public Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities and Other Proper Purposes), and those certain “Drainage Easements” and “Lake Maintenance Easements,” located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.



Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and utility permits, 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 public improvements described above.

Item	Contract Amount	Total Paid From Developer to Contractor	Remaining Amounts (Balance Owed & Retainage)
<u>Coco Bay & Island Lakes at Coco Bay [Portion]</u>			
Stormwater System	\$333,245.00	\$302,950.00	\$60,590.00
Public Roadway Improvements	\$219,414.43	\$178,831.30	\$58,466.26
Water and Wastewater Utilities	\$2,290,711.00	\$2,290,711.00	\$0.00
Professional Fees	\$437,550.00	\$303,163.70	\$134,386.30
<u>Palm Lake Phase I</u>			
Stormwater System	\$1,487,851.90	\$973,200.95	\$611,971.05
Public Roadway Improvements	\$94,209.45	\$94,209.45	\$9,420.95
Water and Wastewater Utilities	\$2,606,497.05	\$1,755,062.05	\$1,026,941.21
Professional Fees	\$295,600.00	\$254,950.50	\$40,649.50
TOTALS:	\$7,765,078.83	\$6,153,078.95	\$1,942,425.27

BILL OF SALE
[COCO BAY UTILITIES]

KNOW ALL MEN BY THESE PRESENTS, that **ISLAND LAKE ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Charlotte County, Florida, whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 (hereinafter referred to as “**DISTRICT**”), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from the **ENGLEWOOD WATER DISTRICT**, a political subdivision of the State of Florida, whose address is 201 Selma Avenue, Englewood, Florida 34223 (hereinafter referred to as “**WATER DISTRICT**”), has granted, bargained, sold, transferred, conveyed and delivered to the **WATER DISTRICT**, its executors, administrators, successors and assigns forever, the following:

Coco Bay Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes) and “Public Utility Easements,” as identified in the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

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

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


[CONTINUED ON FOLLOWING PAGE]

SIGNATURE PAGE TO BILL OF SALE
[COCO BAY UTILITIES]


IN WITNESS WHEREOF, the DISTRICT has hereunto set its hand and seal, by and through its duly authorized representatives, this the 28 day of November 2023.

WITNESS

ISLAND LAKE ESTATES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government


Print Name: Landon Elam
Address: 5551 Lockett RD Lot 61
Fort Myers, FL 33905

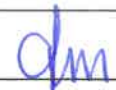
By: 
Print Name: Scott Edwards
Its: Chairman


Print Name: Matthew Shorey
Address: 10481 Six Mile Cypress Pkwy
Fort Myers, FL 33966

STATE OF FLORIDA
COUNTY OF LCC

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of November, 2023, by Scott Edwards, as Chairman of the Island Lake Estates Community Development District, on behalf of the District, who is personally known to me or has produced _____ as identification.

[Affix Seal Here]

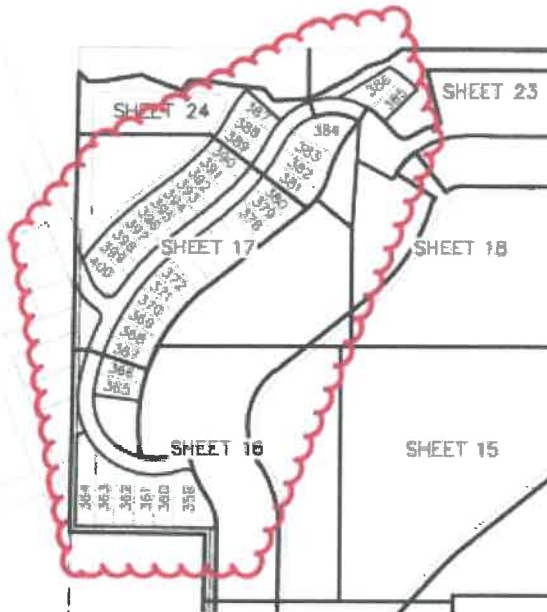

NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Jessica Martin
My Commission Expires: 12/07/2026
Commission Number: HH339252



BILL OF SALE
[ISLAND LAKES AT COCO BAY (PHASE 1) UTILITIES]

KNOW ALL MEN BY THESE PRESENTS, that **ISLAND LAKE ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Charlotte County, Florida, whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 (hereinafter referred to as “**DISTRICT**”), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from the **ENGLEWOOD WATER DISTRICT**, a political subdivision of the State of Florida, whose address is 201 Selma Avenue, Englewood, Florida 34223 (hereinafter referred to as “**WATER DISTRICT**”), has granted, bargained, sold, transferred, conveyed and delivered to the WATER DISTRICT, its executors, administrators, successors and assigns forever, the following:

Island Lakes at Coco Bay [Portion] Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon *that certain portion of* Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Property Purposes) and *those certain* “Public Utility Easements,” located within the area identified below within the plat known as *Island Lakes at Coco Bay*, as recorded at Plat Book 27, Pages 5A – 5Z1, of Public Records of Charlotte County, Florida.



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

AND the DISTRICT hereby covenants to and with the WATER DISTRICT and assigns that DISTRICT is the lawful owner of the said personal property; that said personal property is free from all liens and

encumbrances; that DISTRICT has good right and lawful authority to sell said personal property; and that DISTRICT fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomsoever.

[CONTINUED ON FOLLOWING PAGE]

**SIGNATURE PAGE TO BILL OF SALE
[ISLAND LAKES AT COCO BAY (PHASE 1) UTILITIES]**

IN WITNESS WHEREOF, the DISTRICT has hereunto set its hand and seal, by and through its duly authorized representatives, this the 28 day of November 2023.

WITNESS

**ISLAND LAKE ESTATES COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of special-purpose government

[Signature]
Print Name: Landon Elam
Address: 5551 Lockett RD Lot 61
Fort Myers, FL 33905

[Signature]
By: [Signature]
Print Name: SCOTT EDWARDS
Its: Chairman

[Signature]
Print Name: Matthew Sorey
Address: 16481 Six Mile Cypress Pkwy
Fort Myers, FL 33906

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of November, 2023, by Scott Edwards, as Chairman of the Island Lake Estates Community Development District, on behalf of the District, who is personally known to me or has produced _____ as identification.

[Affix Seal Here]

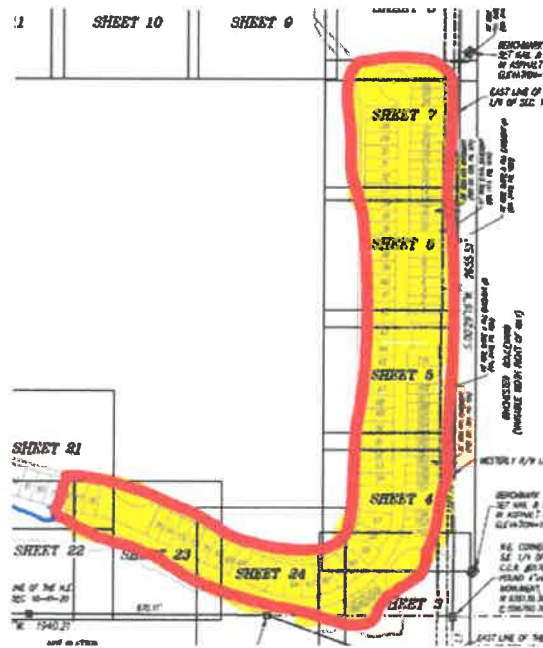
[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Jessica Martin
My Commission Expires: 12/07/2026
Commission Number: HH339252



BILL OF SALE
[PALM LAKE AT COCO BAY (PHASE 1) UTILITIES]

KNOW ALL MEN BY THESE PRESENTS, that **ISLAND LAKE ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Charlotte County, Florida, whose mailing address is c/o JP Ward & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 (hereinafter referred to as “**DISTRICT**”), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from the **ENGLEWOOD WATER DISTRICT**, a political subdivision of the State of Florida, whose address is 201 Selma Avenue, Englewood, Florida 34223 (hereinafter referred to as “**WATER DISTRICT**”), has granted, bargained, sold, transferred, conveyed and delivered to the WATER DISTRICT, its executors, administrators, successors and assigns forever, the following:

Palm Lake at Coco Bay [Phase 1] Utilities – All wastewater lines and potable water lines including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon *that certain portion* of Tract A-2 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Proper Purposes) and *those certain* “Public Utility Easements,” located within the area identified below within the plat known as *Palm Lake at Coco Bay*, recorded at Plat Book 26, Pages 19A – 19X, in the Official Records of Charlotte County, Florida.



[CONTINUED ON FOLLOWING PAGE]

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

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

[CONTINUED ON FOLLOWING PAGE]

**SIGNATURE PAGE TO BILL OF SALE
[PALM LAKE AT COCO BAY (PHASE 1) UTILITIES]**

IN WITNESS WHEREOF, the DISTRICT has hereunto set its hand and seal, by and through its duly authorized representatives, this the 28 day of November 2023.

WITNESS

**ISLAND LAKE ESTATES COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of special-purpose government

Landon Elam
Print Name: Landon Elam
Address: 5551 Lakewood RD Lot 61
Fort Myers, FL 33905

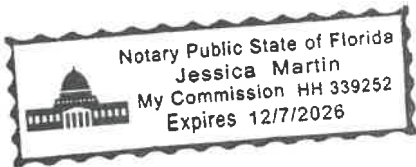
Scott Edwards
By: Scott Edwards
Print Name: SCOTT EDWARDS
Its: Chairman

Matthew Shorcy
Print Name: Matthew Shorcy
Address: 10481 Six Mile Cypress Pkwy
Fort Myers, FL 33966

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of November, 2023, by Scott Edwards, as Chairman of the Island Lake Estates Community Development District, on behalf of the District, who is personally known to me or has produced _____ as identification.

[Affix Seal Here]



JM
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Jessica Martin
My Commission Expires: 12/07/2026
Commission Number: HH339252

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

(This space reserved for Clerk)

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

ASSIGNMENT OF PLAT DEDICATION
[COCO BAY]

THIS ASSIGNMENT OF PLAT DEDICATION is made as of this 4th day of December, 2023, by **COCO BAY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 ("**Assignor**"), in favor of **ISLAND LAKE ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a unit of special-purpose local government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("**Assignee**").

(Wherever used herein, the terms "Assignor" and "Assignee" 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.)

WITNESSTH:

That Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, transfer, and assign to Assignee the original dedication of rights to Assignor and with respect to:

Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), Tracts P-1, P-2 and P-3 (Wetland and Wetland Buffers, Landscaping, Surface Water Management, Recreation and Common Area Purposes), Tracts C-1, C-2, C-3, C-4, C-5, and C-6 (Open Space, Recreation, Landscaping, Irrigation, Surface Water Management, Signage and Common Area), as identified on the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

This Assignment shall be for the use and benefit of Assignee and Assignee's successors and assigns forever.

This Assignment shall be binding on Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESS

COCO BAY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

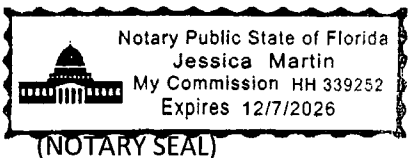
By: [Signature]
Name: DAVID NEGIP
Address: 10481 Six Mile Cypress
FWA Myers FL 33966

By: [Signature]
Name: Matthew Koratich
Title: President

By: [Signature]
Name: Jessica Martin
Address: 10481 Ben C Pratt 1/2 Mile
Cypress Pkwy, Ft. Myers, FL 33966

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of December, 2023, by Matthew Koratich as President of Coco Bay Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Jessica Martin
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[CONTINUED ON FOLLOWING PAGE]

This Assignment of Plat Dedication is accepted by:

WITNESS

ISLAND LAKE ESTATES COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Name: Landon Glan
Address: 5551 Lockett RD Lot 261
Fort Myers, FL 33905

By: [Signature]
Name: SCOTT EDWARDS
Title: Chairman

By: [Signature]
Name: Matthew Shorcy
Address: 16481 Six mile Cypress Pkwy
Fort Myers, FL 33966

STATE OF Florida
COUNTY OF LCC

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of November, 2023, by Scott Edwards as Chairman of the Island Lake Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

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



This instrument was prepared by:

(This space reserved for Clerk)

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED
[COCO BAY]

THIS SPECIAL WARRANTY DEED is made to be effective as of the 28 day of November 2023,
by and between:

Lennar Homes, LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 5505 Blue Lagoon Drive, Miami, Florida 33126 ("**Grantor**"); and

Island Lake Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Charlotte, State of Florida, and more particularly below ("**Property**"):

Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), Tracts P-1, P-2 and P-3 (Wetland and Wetland Buffers, Landscaping, Surface Water Management, Recreation and Common Area Purposes), Tracts C-1, C-2, C-3, C-4, C-5, and C-6 (Open Space, Recreation, Landscaping, Irrigation, Surface Water Management, Signage and Common Area), as identified on the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

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

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other.

Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

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

NOTE: Nothing herein shall be construed to waive Grantor's consideration in the improvements located on the Property, or any rights that the Grantor may have under any acquisition agreement(s) between the Grantor and Grantee and for payment by the Grantee for such improvements. Instead, Grantor reserves all such rights, and payment for any improvements shall be governed by separate conveyance documents between the parties and evidenced by a final bill of sale.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

LENNAR HOMES, LLC

By: JM
Name: Jessica Martin
Address: 10451 Emily Cypress
FL 33546

By: JMB
Name: John Bullups
Title: VP Finance

By: Jessica Martin
Name: Jessica Martin
Address: 10451 Emily Cypress
FL 33546

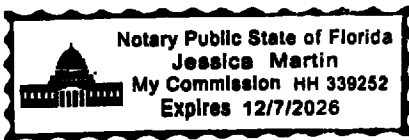
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of November, 2023, by John Bullups, as VP of LENNAR HOMES, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

JM
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

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



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[COCO BAY]**

THIS EASEMENT AGREEMENT is made and entered into this 4th day of December, 2023, by and among:

Lennar Homes, LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 5505 Blue Lagoon Drive, Miami, Florida 33126 ("**Developer**"); and

Coco Bay Owners Association, Inc., a Florida not-for-profit corporation, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 ("**Association**"); and

Island Lake Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established 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 plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as **Coco Bay, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida**, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

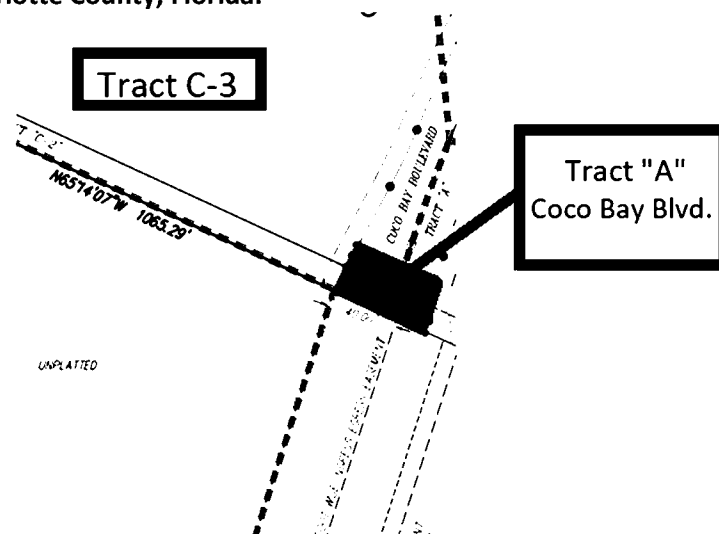
WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

- A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities (specifically, drainage pipe and structures), located within all drainage easement areas including those labeled Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), and the “Drainage Easements,” as identified on the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.
- B) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of roadway improvements, located within that *certain portion* of Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), located within the area identified below within the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.



3. **Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. **Public Records.** Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. **Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

LENNAR HOMES, LLC

By: JM
Name: Jessica Martin
Address: 10481 BOND STREET / UNIT 101
CYPRESS PARKWAY, FORT MYERS, FL 33906

By: JMB
Name: John Billups
Title: VP Finance

By: Samuel D. Jones
Name: Samuel D. Jones
Address: 1496 6 mile cypress
FL 33906

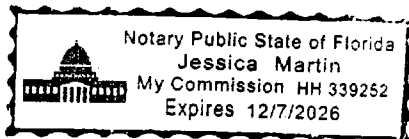
STATE OF Florida
COUNTY OF LCC

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of November, 2023, by John Billups as VP of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

JM
NOTARY PUBLIC, STATE OF Florida

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

(NOTARY SEAL)



[Signatures continue on following page]

WITNESSES

COCO BAY OWNERS' ASSOCIATION, INC.

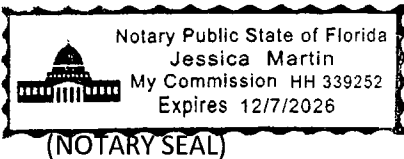
By: [Signature]
Name: DAVID NEAL
Address: 10481 Six Mile Cypress
Fort Myers FL 33966

By: [Signature]
Name: Matthew Koratich
Title: President

By: [Signature]
Name: Jessica Martin
Address: 10481 Ben C Pratt Lu Mile
Cypress Pkwy, Ft. Myers, FL 33966

STATE OF Florida
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of December, 2023, by Matthew Koratich as President of Coco Bay Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Jessica Martin
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WITNESSES

ISLAND LAKE ESTATES COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Name: Lander Elam
Address: 5551 Lockett RD lot 61
Fort Myers, FL 33905

By: [Signature]
Name: SCOTT EDWARDS
Title: Chairman

By: [Signature]
Name: Ashley Kingston
Address: 1440 Metairie
Cap Coral FL 33904

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of November, 2023, by Scott Edwards as Chairman of the Island Lake Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, 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: Jessica Martin
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

**QUIT CLAIM DEED
[PALM LAKE AT COCO BAY]**

THIS QUIT CLAIM DEED is made to be effective as of the 29th day of November 2023, by and between:

AG EHC II (LEN) Multi State 1, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 245 Park Avenue, 26th Floor, New York, New York 10167 ("**Grantor**"); and

Lennar Homes, LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 5505 Blue Lagoon Drive, Miami, Florida 33126 ("**Grantee**").

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 Charlotte, State of Florida, and more particularly below ("**Property**"):

Tracts A-2 (Public Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, and Other Proper Purposes), Tract L-1 (Drainage, Surface Water Management and Irrigation), Tracts P-1 and P-2 (Drainage, Surface Water Management, Landscaping, Irrigation, Common Area and Open Space), as identified on the plat known as *Palm Lake at Coco Bay*, as recorded at Plat Book 26, Pages 19A – 19X, of the Public Records of Charlotte County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple 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.

[CONTINUED ON FOLLOWING PAGE]

RESERVATION OF EASEMENT

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

NOTE: Nothing herein shall be construed to waive Grantor's consideration in the improvements located on the Property, or any rights that the Grantor may have under any acquisition agreement(s) between the Grantor and Grantee and for payment by the Grantee for such improvements. Instead, Grantor reserves all such rights, and payment for any improvements shall be governed by separate conveyance documents between the parties and evidenced by a final bill of sale.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

AG EHC II (LEN) MULTI STATE 1, LLC

By: Essential Housing Asset Management LLC, an Arizona limited liability company, its authorized agent

By: [Signature]
Name: Jeannette Lakavase
Address: 8585 E Hartford Dr, Ste 118
Scottsdale, AZ 85255

By: [Signature]
Name: Steven S. Benson
Title: Manager

By: [Signature]
Name: Wendy Stoekel
Address: 8585 E Hartford Dr Ste 118
Scottsdale, AZ 85255

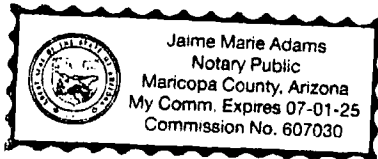
STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of November, 2023, by Steven S. Benson, as Manager of Essential Housing Asset Management, LLC, the Authorized Agent of **AG EHC II (LEN) MULTI STATE 1, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Arizona

Name: Jaime Marie Adams
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

QUIT CLAIM DEED
[PALM LAKE AT COCO BAY]

THIS QUIT CLAIM DEED is made to be effective as of the 12 day of December 2023, by and between:

Lennar Homes, LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 5505 Blue Lagoon Drive, Miami, Florida 33126 ("**Grantor**"); and

Island Lake Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("**Grantee**").

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 Charlotte, State of Florida, and more particularly below ("**Property**"):

Tracts A-2 (Public Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, and Other Proper Purposes), Tract L-1 (Drainage, Surface Water Management and Irrigation), Tracts P-1 and P-2 (Drainage, Surface Water Management, Landscaping, Irrigation, Common Area and Open Space), as identified on the plat known as *Palm Lake at Coco Bay*, as recorded at Plat Book 26, Pages 19A – 19X, of the Public Records of Charlotte County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple 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.

[CONTINUED ON FOLLOWING PAGE]

RESERVATION OF EASEMENT

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

NOTE: Nothing herein shall be construed to waive Grantor's consideration in the improvements located on the Property, or any rights that the Grantor may have under any acquisition agreement(s) between the Grantor and Grantee and for payment by the Grantee for such improvements. Instead, Grantor reserves all such rights, and payment for any improvements shall be governed by separate conveyance documents between the parties and evidenced by a final bill of sale.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

LENNAR HOMES, LLC

By: JM
Name: Jessica Martin
Address: 10481 Ben C. Dratt 16 Mile
Cypress Pkwy, Ft Myers, FL 33904

By: JBL
Name: John Bilups
Title: VP Finance

By: WTA
Name: Walter Scott
Address: 10481 Ben C. Dratt 16 mile
Cy. Pkwy, Ft Myers, FL 33904

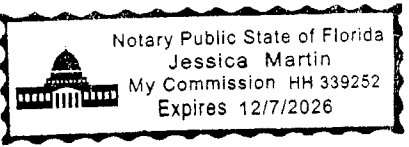
STATE OF Florida
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of December, 2023, by John Bilups, as VP of LENNAR HOMES, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

JM
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

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



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[PALM LAKE AT COCO BAY]**

THIS EASEMENT AGREEMENT is made and entered into this 4th day of December, 2023, by and among:

AG EHC II (LEN) Multi State 1, LLC, a Delaware limited liability company, the owner of lands within the boundary of the District, and whose mailing address is 245 Park Avenue, 26th Floor, New York, New York 10167 ("**Landowner**"); and

Lennar Homes, LLC, a Florida limited liability company, the developer of lands within the boundary of the District, and whose mailing address is 5505 Blue Lagoon Drive, Miami, Florida 33126 ("**Developer**," and together with Landowner, "**Grantor**");

Coco Bay Owners Association, Inc., a Florida not-for-profit corporation, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 ("**Association**"); and

Island Lake Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established 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 plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as ***Palm Lake at Coco Bay***, as recorded at **Plat Book 26, Pages 19A – 19X, of the Public Records of Charlotte County, Florida**, among other documents, Grantor has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Grantor desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Grantor and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Grantor and Association each grant to the District a perpetual easement over the Easement Areas and Grantor and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Grantor and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Grantor’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) **The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within Tract A-1 (Private Roadway, Ingress, Egress, Sidewalks, Drainage, Signs, Utilities, Landscaping, Irrigation and Other Proper Purposes), Tracts C-1 and C-2 (Common Area, Open Space, Drainage, Landscaping, Irrigation, Recreation, and Other Proper Purposes), and all drainage easement areas including those labeled “Drainage Easements” and “Lake Maintenance Easements” as identified on the plat known as *Palm Lake at Coco Bay*, as recorded at Plat Book 26, Pages 19A – 19X, of the Public Records of Charlotte County, Florida.**

3. **Inconsistent Use.** Grantor and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District, Grantor or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and Association and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Association and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Grantor and Association.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. **Public Records.** Grantor and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. **Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees,

mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

AG EHC II (LEN) MULTI STATE 1, LLC

By: Essential Housing Asset Management LLC,
an Arizona limited liability company, its
authorized agent

By: *Jeanette Lakavage*
Name: Jeanette Lakavage
Address: 8585 E Hartford Dr, Ste 118
Scottsdale, Az 85211

By: *Steven S. Benson*
Name: Steven S. Benson
Title: Manager

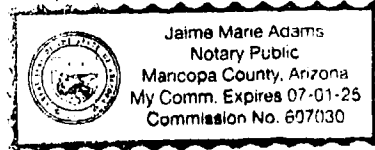
By: *Wendy Stoessel*
Name: Wendy Stoessel
Address: 8585 E Hartford Dr, Ste 118
Scottsdale, Az 85211

STATE OF Arizona
COUNTY OF Marcopa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of November, 2023, by Steven S. Benson as Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent. Of AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Jaime Marie Adams
NOTARY PUBLIC, STATE OF Arizona

(NOTARY SEAL)



Name: Jaime Marie Adams
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[Signatures continue on following page]

WITNESS

LENNAR HOMES, LLC

By: clm
Name: Jessica Martin
Address: 10481 Bone Plant / 1/2 Mile
Cypress Pkwy, Ft. Myers FL 33914

By: JM
Name: John Billups
Title: Vice President Finance

By: Gabriella D. Davis
Name: Gabriella D. Davis
Address: 10446 Mile Cypress
FL 33916

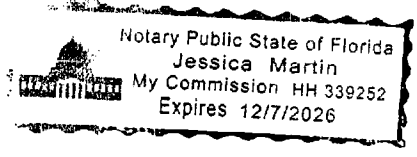
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of November, 2023, by John Billups as VP of **LENNAR HOMES, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

clm
NOTARY PUBLIC, STATE OF Florida

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

(NOTARY SEAL)



[Signatures continue on following page]

WITNESSES

COCO BAY OWNERS' ASSOCIATION, INC.

By: [Signature]
Name: DAVID NEAL
Address: 10481 Six Mile Cypress
Fort Myers FL 33966

By: [Signature]
Name: Matthew Koratich
Title: President

By: [Signature]
Name: Jessica Martin
Address: 10481 Ben C Pratt / UMIU
Cypress Pkwy, Ft. Myers, FL 33966

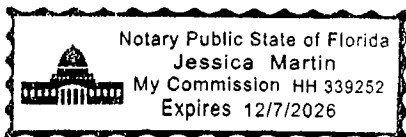
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of December, 2023, by Matthew Koratich as President of Coco Bay Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

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

(NOTARY SEAL)



[Signatures continue on following page]

WITNESSES

ISLAND LAKE ESTATES COMMUNITY
DEVELOPMENT DISTRICT

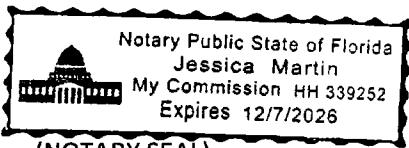
By: [Signature]
Name: Andrew E. [Signature]
Address: 5551 Lubcott RD Lot 61
Fort Myers, FL 33905

By: [Signature]
Name: Scott Edwards
Title: Chairman

By: [Signature]
Name: Ashley Kingston
Address: 1440 Vantage Ct
Cape Coral, FL 33904

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of November, 2023, by Scott Edwards as Chairman of the Island Lake Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, 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: Jessica Martin
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

(This space reserved for Clerk)

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED
[COCO BAY]

THIS SPECIAL WARRANTY DEED is made to be effective as of the 28 day of November 2023,
by and between:

Lennar Homes, LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 5505 Blue Lagoon Drive, Miami, Florida 33126 ("**Grantor**"); and

Island Lake Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Charlotte, State of Florida, and more particularly below ("**Property**"):

Tract A (Private Roadway, Ingress and Egress, Drainage, Utilities, Signs and Other Proper Purposes), Tracts P-1, P-2 and P-3 (Wetland and Wetland Buffers, Landscaping, Surface Water Management, Recreation and Common Area Purposes), Tracts C-1, C-2, C-3, C-4, C-5, and C-6 (Open Space, Recreation, Landscaping, Irrigation, Surface Water Management, Signage and Common Area), as identified on the plat known as *Coco Bay*, as recorded at Plat Book 22, Pages 14A - 14V, of the Public Records of Charlotte County, Florida.

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

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other.

Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

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

NOTE: Nothing herein shall be construed to waive Grantor's consideration in the improvements located on the Property, or any rights that the Grantor may have under any acquisition agreement(s) between the Grantor and Grantee and for payment by the Grantee for such improvements. Instead, Grantor reserves all such rights, and payment for any improvements shall be governed by separate conveyance documents between the parties and evidenced by a final bill of sale.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

LENNAR HOMES, LLC

By: JM
Name: JESSICA MARTIN
Address: 10451 Emile Cypress
FL 33906

By: JMB
Name: John Bullups
Title: VP Finance

By: Jessica Martin
Name: Jessica Martin
Address: 10451 Emile Cypress
FL 33906

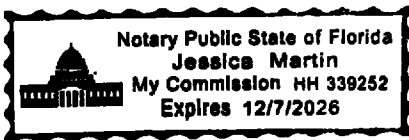
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of November, 2023, by John Bullups, as VP of LENNAR HOMES, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

JM
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

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



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[ISLAND LAKES AT COCO BAY]**

THIS EASEMENT AGREEMENT is made and entered into this 4th day of December, 2023, by and among:

DRP FL 6, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 590 Madison Avenue, 13th Floor, New York, NY 10022 ("**Developer**"); and

Coco Bay Owners Association, Inc., a Florida not-for-profit corporation, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 ("**Association**"); and

Island Lake Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Charlotte County, Florida, and whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established 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 plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) **The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within Tracts A-1, A-2 and A-3 (Private Roadway, Surface Water Management, Utilities, Landscaping, Irrigation and Other Proper Purposes), Tracts C-1, C-2, C-3, C-, C-5 and C-6 (Common Area, Open Space, Surface Water Management, Landscaping, Irrigation, Recreation and Other Proper Purposes) all drainage easement areas including those labeled “Drainage Easements” and “Lake Maintenance Easements” as identified on the plat known as *Island Lakes at Coco Bay*, as recorded at Plat Book 27, Pages 5A – 5Z1, of the Public Records of Charlotte County, Florida.**

3. **Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. **Public Records.** Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. **Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

DRP FL 6, LLC, a Delaware limited liability company

By: DW General Partner, LLC, a Delaware limited liability company, its manager

By: [Signature]
Name: Jared Grotf
Address: 590 Madison Avenue
New York, NY 10022

[Signature]
By: Hardin Honarvar
Its: Authorized Signatory

By: [Signature]
Name: Vicki Lee
Address: 590 Madison Avenue
New York, NY 10022

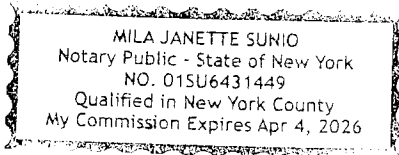
STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of November, 2023, by Hardin Honarvar, as Authorized Signatory of DRP FL 6, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF New York

(NOTARY SEAL)

Name: Mila Janette Sunio
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

WITNESSES

COCO BAY OWNERS' ASSOCIATION, INC.

By: dm
Name: Jessica Martin
Address: 10481 6 MILE CYPRESS PKWY
FT. MYERS, FL 33904

By: [Signature]
Name: Matthew Koratic
Title: President

By: [Signature]
Name: David Neep
Address: 10481 SIX MILE CYPRESS
Fort Myers FL 33966

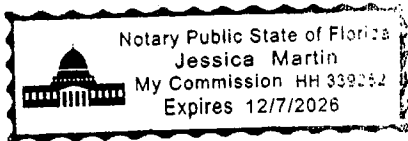
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of December, 2023, by Matthew Koratic as President of Coco Bay Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

dm
NOTARY PUBLIC, STATE OF Florida

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

(NOTARY SEAL)



WITNESSES

ISLAND LAKE ESTATES COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Name: Carson Elan
Address: 5551 Lockett RD Lot 61
Fort Myers, FL 33905

By: [Signature]
Name: SCOTT EDWARDS
Title: Chairman

By: [Signature]
Name: Ashley Kingston
Address: 1400 [unclear]
Cape Coral, FL 33904

STATE OF Florida
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of November, 2023, by Scott Edwards as VP of the Island Lake Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, 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: Jessica Martin
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.