

LT RANCH COMMUNITY DEVELOPMENT DISTRICT



REGULAR MEETING AGENDA

MARCH 21, 2023

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37th STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

March 9, 2023

Board of Supervisors

LT Ranch Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the LT Ranch Community Development District will be held on **Tuesday, March 21, 2023, at 4:30 P.M.** at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota Florida 34232.

The following WebEx link and telephone number are provided to join/watch the meeting remotely.

<https://districts.webex.com/districts/j.php?MTID=mc8ba5d6a4eaac446969f4126a3098674>

Access Code: **2330 135 1313**, Event password: **Jpward**

Phone: **408-418-9388** and enter the access code **2330 135 1313**, password: **Jpward (579274** from phones) to join the meeting.

Agenda Item

1. Call to Order & Roll Call.
2. Consideration of the Minutes of the February 14, 2023, Regular meeting.
3. Consideration of award of bid for landscaping and irrigation maintenance of District assets.
4. Consideration of **Resolution 2023-16**, a resolution of the Board of Supervisors of the Lt Ranch Community Development District ratifying, confirming and approving the Interlocal Agreement between Sarasota County, Florida, and the District relating to the design, permitting and construction of Lorraine Road and the Construction Funding Agreement (Lorraine Road); providing general authorization; and addressing conflicts, severability, and an effective date.
5. Consideration and approval of an Agreement for Engineering Services between the LT Ranch Community Development District and Stantec Consulting Services for the Lorraine Road Extension.
6. Consideration and approval of Work Authorization No. 1, for Engineering Services from Stantec Consulting Services, Inc. related to the scope of services to be provided for the Loraine Road Extension Project.

7. Staff Reports.
 - I. District Attorney.
 - II. District Engineer.
 - III. District Asset Manager.
 - a) Field Managers Report March 1, 2023.
 - IV. District Manager.
 - a) Financial Statement for period ending February 28, 2023 (unaudited).
8. Supervisor's Requests and Audience Comments.
9. Adjournment.

The first order of business is to call to order the meeting and conduct the roll call.

The second order of business is the review and acceptance of the Minutes from the February 14, 2023, Regular Meeting.

The third order of business is the consideration of award of bid for landscaping and irrigation services for the District. The landscaping and irrigation services include mowing, edging and trimming, tree and shrub care, weeds and grasses, clean-up and replacement of plant material, fertilization, pest control, irrigation system monitoring and maintenance, installation of mulch, and annuals installation. The landscaping map is included showing the areas to be serviced.

The professional staff will provide their recommendations of the submitted proposals during the meeting.

The fourth order of business is the consideration of **Resolution 2023-16**, a resolution of the Board of Supervisors of the Lt Ranch Community Development District ratifying, confirming and approving the Interlocal Agreement between Sarasota County, Florida, and the District relating to the design, permitting and construction of Lorraine Road and the Construction Funding Agreement (Lorraine Road); providing general authorization; and addressing conflicts, severability, and an effective date.

The fifth order of business is the consideration and approval of an Agreement for Engineering Services between the LT Ranch Community Development District and Stantec Consulting Services for the Lorraine Road Extension.

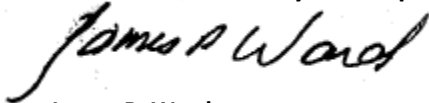
The sixth order of business consideration of, Work Authorization No. 1, for Engineering Services from Stantec Consulting Services, Inc. related to the scope of services to be provided for the Loraine Road Extension Project.

The seventh order of business are staff reports by the District Attorney, District Engineer, and the District Manager will report on the Financial Statements for the period ending February 28, 2023 (unaudited).

The remainder of the agenda is standard in nature, and I look forward to seeing you at the meeting. If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly at (954) 658-4900.

Sincerely,

LT Ranch Community Development District



James P. Ward
District Manager

The Fiscal Year 2023 schedule is as follows:

March 14, 2023	March 21, 2023
April 11, 2023	May 9, 2022
June 13, 2023	July 11, 2023
August 8, 2023- Public Hearings	September 12, 2023

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**MINUTES OF MEETING
LT RANCH
COMMUNITY DEVELOPMENT DISTRICT**

10 The Regular Meeting of the Board of Supervisors of the LT Ranch Community Development District was
11 held on Tuesday, February 14, 2023, at 1:00 P.M. at the offices of Taylor Morrison, 551 Cattlemen Road,
12 Suite 200, Sarasota Florida 34232.
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15 **Present and constituting a quorum:**

16 Christy Zelaya Assistant Secretary
17 Karen Goldstein Assistant Secretary
18 Scott Turner Assistant Secretary

19 **Absent:**

20 John Wollard Chairperson
21 Christian Cotter Assistant Secretary

22 **Also present were:**

23 James P. Ward District Manager
24 Jere Earlywine District Attorney
25 Ron Schwied District Engineer

26 **Audience:**

27 All resident's names were not included with the minutes. If a resident did not identify
28 themselves or the audio file did not pick up the name, the name was not recorded in these
29 minutes.
30

31 **PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE**
32 **TRANSCRIBED IN *ITALICS*.**
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35 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

36 Mr. James P. Ward called the meeting to order at approximately 1:00 p.m. He conducted roll call; all
37 Members of the Board were present, with the exception of Supervisor Wollard and Supervisor Cotter,
38 constituting a quorum.
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41 **SECOND ORDER OF BUSINESS**

Consideration of Minutes

42 **January 10, 2023 - Regular meeting**

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44 Mr. Ward asked if there were any corrections or deletions to the Regular Meeting Minutes; hearing
45 none, he called for a motion.
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On MOTION made by Christy Zelaya, seconded by Karen Goldstein, and with all in favor, the January 10, 2023 Regular Meeting Minutes were approved.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2023-15

Consideration of Resolution 2023-15, a resolution of the Board of Supervisors of the LT Ranch Community Development District appointing legal counsel for the District, authorizing its compensation, and providing for an effective date

Mr. Ward: As you know, the attorney that represents this District, Jere Earlywine, was with KE Law Group PLLC. He has recently changed firms to Kutak Rock, LLP. Both of those firms were basically all of the lawyers that used to be with the Hopping Green firm and when Hopping Green disbanded, Jere went with KE Law firm and we moved our business over to the KE Law Firm. Jere is now moving to Kutak Rock, and the recommendation is that you all move our business again from KE Law Group, PLLC, to Kutak Rock. As such, the Resolution does just that. It authorizes an agreement between the new firm and the District which my office will take care of ensuring that agreement gets executed when it is provided to us. He asked if there were any questions; hearing none, he called for a motion for each.

On MOTION made by Christy Zelaya, seconded by Scott Turner, and with all in favor, Resolution 2023-15 was adopted, and the Chair was authorized to sign.

FOURTH ORDER OF BUSINESS

Staff Reports

I. District Attorney

Mr. Jere Earlywine: I just want to thank you all for taking up my transition letter. I know it puts a little burden on you to make the transition with me. I think Kutak Rock is going to be a great platform for me going forward. They have 16 CDD lawyers, 5 paralegals, and then the firm itself is a national firm and all they do is Special Districts and Bond Financing, so it's a really great fit for us. I'm excited to be back with my buddies from Hopping Green and get back to work. It just offers a lot more support and will help me be able to be more responsive to your needs. I really appreciate it. I know we have some other things going on with the offsite roadway agreement and getting some project completion stuff in order. But otherwise, I'd be happy to answer any questions and I really appreciate it.

II. District Engineer

No report.

III. District Asset Manager

a) Field Managers Report January 2023

96 No report.

97

98 **IV. District Manager**

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100 **a) Financial Statements for period ending January 31, 2023 (unaudited)**

101

102 No report.

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105 **FIFTH ORDER OF BUSINESS**

Supervisor's Requests and Audience Comments

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107 Mr. Ward asked if there were any supervisor's requests; there were none. He asked if there were any
108 audience questions or comments; there were none.

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111 **SIXTH ORDER OF BUSINESS**

Adjournment

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113 Mr. Ward adjourned the meeting at approximately 1:04 p.m.

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**On MOTION made by Christy Zelaya, seconded by Karen Goldstein,
and with all in favor, the meeting was adjourned.**

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LT Ranch Community Development District

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James P. Ward, Secretary

John Wollard, Chairperson

SUMMARY OF BID PROPOSALS RECEIVED
FOR: LT Ranch Community Development District

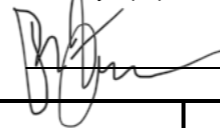
2/1/2023

Prepared by Calvin, Giordano & Associates, Inc.

I hereby certify that the following is a true
summary of proposals received:

CGA Project No. 20-4050

Signature



Date:

3-8-23

DESCRIPTION	QUANT.	Down to Earth Landscape & Irrigation		Down to Earth Landscape & Irrigation		Down to Earth Landscape & Irrigation		Sunny Grove Lanscape & Irrigation		Sunny Grove Lanscape & Irrigation		Sunny Grove Lanscape & Irrigation		
		Jan 1, 2023 - Sept 30, 2023		Oct 1, 2024 - Sept 30, 2024		Oct 1, 2024 - Sept 30, 2025		Jan 1, 2023 - Sept 30, 2023		Oct 1, 2024 - Sept 30, 2024		Oct 1, 2024 - Sept 30, 2025		
		UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT	
I. General														
1.01	Part 1	1	\$234,041.00	\$234,041.00	\$241,062.23	\$241,062.23	\$248,294.10	\$248,294.10	\$212,370.00	\$212,370.00	\$212,370.00	\$212,370.00	\$218,741.10	\$218,741.10
1.02	Part 2	1	\$19,910.00	\$19,910.00	\$20,507.25	\$20,507.25	\$21,129.36	\$21,129.36	\$26,519.36	\$26,519.36	\$26,519.36	\$26,519.36	\$27,314.94	\$27,314.94
1.03	Part 3	1	\$16,289.00	\$16,289.00	\$16,778.24	\$16,778.24	\$17,281.59	\$17,281.59	\$16,410.00	\$16,410.00	\$16,410.00	\$16,410.00	\$16,902.30	\$16,902.30
1.04	Part 4	1	\$22,968.00	\$22,968.00	\$23,657.04	\$23,657.04	\$24,366.75	\$24,366.75	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,630.00	\$21,630.00
	Subtotal			\$293,208.00		\$302,004.76		\$311,071.80		\$276,299.36		\$276,299.36		\$284,588.34
1.05	Part 5	1	\$42,060.00	\$42,060.00	\$43,321.80	\$43,321.80	\$44,621.45	\$44,621.45	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$23,175.00	\$23,175.00
1.06	Part 6	1	\$6,435.00	\$6,435.00	\$6,622.20	\$6,622.20	\$6,826.89	\$6,826.89	\$12,285.00	\$12,285.00	\$12,285.00	\$12,285.00	\$12,653.55	\$12,653.55
	Subtotal			\$48,495.00		\$49,944.00		\$51,448.34		\$34,785.00		\$34,785.00		\$35,828.55
	Grand Subtotal			\$341,703.00		\$351,948.76		\$362,520.14		\$311,084.36		\$311,084.36		\$320,416.89

Down to Earth Total Bid (Jan 1, 2023 - September 30, 2025) \$1,056,171.90

Sunnygrove Grand Total Bid (Jan 1, 2023 - September 30, 2025) \$942,585.61

Down to Earth: GRAND TOTAL (PARTS 1, 2, 3, and 4)
This is what contract will be written for without add alternates. Parts 5 and 6 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.

Sunnygrove: GRAND TOTAL (PARTS 1, 2, 3, and 4) This
is what contract will be written for without add alternates.
Parts 5 and 6 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.





LT RANCH

COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE | IRRIGATION | CONSTRUCTION | GOLF



PREPARED FOR:

**JAMES P.
WARD**
District Manager
LT Ranch Community
Development District

9990 Coconut Road, Suite 346
Bonita Springs 34125
Phone: 954-658-4900
Email: JimWard@JPWardAssociates.com

Proposal issued:
February 16, 2023

Proposal valid for 60 days

LT RANCH CDD

c/o Calvin, Giordano and Associates

9990 Coconut Road, Suite 346, Bonita Springs, FL 34124

RE: LT RANCH CDD - Landscape and Irrigation Maintenance Request for Proposal

Dear James P. Ward,

I personally want to thank you for considering Down To Earth as your Landscape Maintenance partner and for inviting us to participate in your RFP. We are very familiar with this property and even more confident that the following information will help to make the best decision and appreciate all the time you have taken to ensure we are submitting the most accurate proposal that reflects the expectations of the community.

Down To Earth Landscape and Irrigation has been in business for more than 30 years and we pride ourselves on providing superior service that brings “Natural Joy” to our customers. We understand the high standards our customers require and constantly seek to be the “Service Provider of Choice” in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our ICARE values.

INTEGRITY

- We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

COMMUNITY

- We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

ACCOUNTABILITY

- We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

RELENTLESSNESS

- We are constant in our efforts to provide solutions to customers and to satisfy their needs.

EXCELLENCE

- We strive to deliver best in class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you to achieve your landscape vision while experiencing the Down To Earth Difference!

Respectfully,

Nathan Peirce

Senior Business Development Manager

813-597-4419

Nathan.peirce@down2earthinc.com

COMPANY OVERVIEW

WHO WE ARE AND WHAT MAKES US DIFFERENT



EXPERIENCE THE DOWN TO EARTH DIFFERENCE

Down To Earth Landscape & Irrigation is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.



Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.

ABOUT US

Founded in 1989 as a **landscape & irrigation installation company**, DTE expanded to include a **landscape maintenance division** and **golf division** to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 30+ golf courses.

OUR GOAL

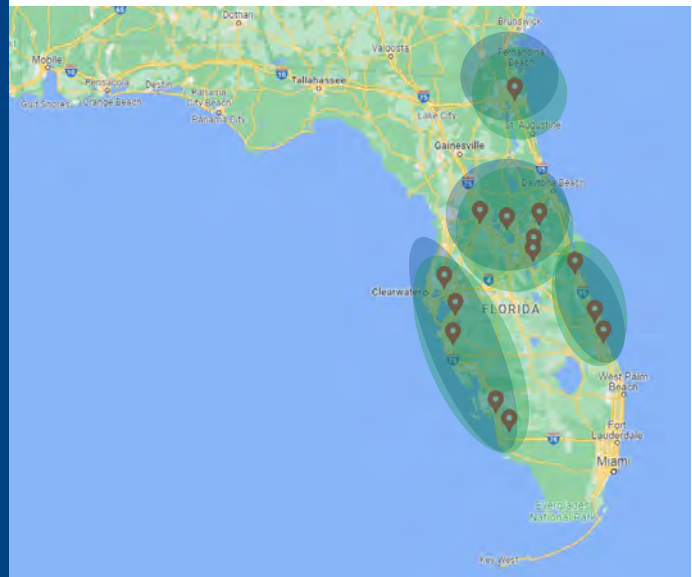
Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years: surround yourself with great people that demonstrate our **"ICARE"** values and offer a service that brings **"Natural Joy"** to our customers.

CERTIFIED & EXPERIENCED

- Certified State Licensed Irrigation Contractor
- Certified Golf Course Superintendents
- Certified State Licensed Pest Control Operators
- Certified Rain Bird Maxicom Operator
- Certified Arborists
- Certified Horticulturists
- Certified Employees in Maintenance of Traffic
- Green Industries Best Management Practices
- On-Staff Mechanics (Certified Diesel Mechanics and 2-Cycle Mechanics)

450+ VEHICLES

- Maintenance/Construction Trucks
- Irrigation Vans
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck Trucks



Map Data ©2022 Google, INGEI

LOCATIONS

CENTRAL

Lake Nona
Mount Dora
Orlando
Sanford
The Villages

NORTH

Jacksonville

SOUTHEAST

Vero Beach
Fort Pierce
Viera

SOUTHWEST

Sarasota
Ruskin
Fort Myers
Naples
Tampa

COMPANY SAFETY PLAN

OUR NUMBER ONE PRIORITY



THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. All personnel wear the following necessary protective equipment during the performance of their duties:

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of-way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

HIRING PROGRAM

- Mandatory drug screening prior to employment – zero-tolerance policy.
- Each new employee must complete our **“Green Vest Training”** program that focuses on the safe operation of all equipment and machinery.

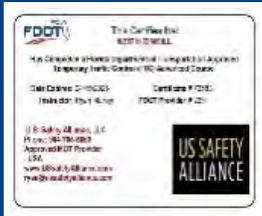
PREVENTATIVE MAINTENANCE PROGRAM

- Participate in weekly “toolbox talks” to review the correct maintenance procedures and inspect current equipment.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.

LICENSES, CERTIFICATIONS, & INSURANCE BONDING



To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified– Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm for Down to Earth Lawn Care
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Department of Environmental Protection
- Florida Irrigation Society, Completion Irrigation Auditing Training Course
- Florida Nursery, Growers and Landscape Association (FNGLA) – Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturists Florida Nursery, Growers and Landscape Association (FNGLA) – Florida Certified Landscape Contractor (FCLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Irrigation Association (CLIA) Certified Landscape Irrigation Auditor
- John Deere Green Tech, Rain Master Eagle iCentral Control System
- Paige Irrigation, Certificate of Completion – Irrigation Wires & Cables and Proper Splicing Methods
- Professional Lawn Care Association of America, Certified Turfgrass Professional
- Rain Bird – Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

All certificates & licenses are available upon request.

COI / WORKERS' COMPENATION CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Baldwin Krystyn Sherman Partners LLC 5216 Summerlin Commons Blvd. Ste 200 Fort Myers FL 33907		CONTACT NAME: Karla Castro PHONE (A/C, No, Ext): 239 332 0151 FAX (A/C, No): E-MAIL ADDRESS: Karla.Castro@bks-partners.com	
License#: L002281 SEASSER-01		INSURER(S) AFFORDING COVERAGE	
INSURED SSS Down to Earth Opco, LLC dba Down to Earth II 2701 Maitland Center Pkwy Suite 200 Maitland FL 32751		NAIC # INSURER A : Pennsylvania Manufacturers' As 12262 INSURER B : Evanston Insurance Company 35378 INSURER C : Manufacturers Alliance Insuran 36897 INSURER D : Sirius International Insurance INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 171832620 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		3022751268333	2/28/2022	2/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1522751268333	2/28/2022	2/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		MKLV7EUL10263	2/28/2022	2/28/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N	022751268333	2/28/2022	2/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability		CPL500015132	2/28/2022	2/28/2023	\$1,000,000 Per Occur \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER *For Information Purposes Only*	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

W9 CERTIFICATE

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	--

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	SSS Down To Earth Opco II, LLC		
	2 Business name/disregarded entity name, if different from above	Down To Earth II		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts not formed outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	2701 Maitland Center Parkway, Suite 200		Requester's name and address (optional)
	6 City, state, and ZIP code	Maitland, FL 32751		
	7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>		Social security number <table border="1" style="width:100%; text-align: center;"> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td></tr> </table>				-						
			-									
		or Employer identification number <table border="1" style="width:100%; text-align: center;"> <tr><td>3</td><td>7</td><td>-</td><td>1</td><td>8</td><td>3</td><td>4</td><td>6</td><td>0</td><td>7</td></tr> </table>	3	7	-	1	8	3	4	6	0	7
3	7	-	1	8	3	4	6	0	7			

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Tom Joppa</i>	Date ▶ 1/03/2023
------------------	---	------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GV917082-1

Certificate #

GV917082

Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries



The undersigned hereby acknowledges that

Thomas S Lazzaro

has successfully completed the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Tom Wichman
GI-BMP Statewide Coordinator

T. Wichman

Instructor

6/13/2021

Date of Class

Esen Momol, Ph.D.
Director Florida-Friendly Landscaping™ Program

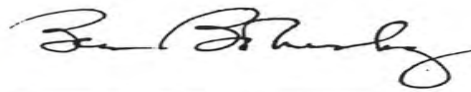
The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.

Down To Earth Landscape & Irrigation

is a member of the

Florida Nursery, Grower & Landscape Association

through 6/30/2023



Ben Bolusky, Executive Vice President



Member since 7/13/2017



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PARRISH, SHANE

DOWN TO EARTH II
2701 MAITLAND CENTER PKWY STE 200
MAITLAND FL 32751

LICENSE NUMBER: SCC131152749

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
June 16, 2022	JF9270	June 1, 2023

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2023**

BRUCE WARSAW
900 BISHOP DR
ALTAMONTE SPRINGS, FL 32701

Lawn and Ornamental

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

BRUCE WARSAW
CERTIFIED PEST CONTROL OPERATOR

JF9270

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **June 1, 2023**

nicole fried Signature
COMMISSIONER

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

C
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APPROACH TO SERVICES

AN OVERVIEW OF WHAT WE DO & HOW WE DO IT



We are driven by bringing natural joy to every client and property we service.

CORE COMPETENCIES



- MAINTENANCE
- IRRIGATION
- CONSTRUCTION
- ENHANCEMENTS & INSTALLATION
- FERTILIZATION & PEST CONTROL
- GOLF

30-60-90 DAY TRANSITION PLAN

WHAT TO EXPECT

First 30 Days

- Meet with key stakeholders and residents to understand customer preferences
- Implementation of Down To Earth's CustomerLink™ work order system (if requested)
- Begin Initial Assessment Report Information
- Conduct Soil Tests throughout the community (Optional)
- Begin Irrigation System Evaluation
- Identify all landscape issues and concerns
- Review / identify any safety concerns and existing damages
- Confirm Mow and Trim Detail Schedules — Color Coded Mapping (Optional)
- Documentation with photos
- Plant and Turf Health Evaluation

60 Days

- Continue Initial Assessment Report Information with corrective action recommendations to the management team
- Review Soil Tests and report findings with recommendations (Optional)
- Provide a site-specific agronomics plan and schedule
- Discuss irrigation system deficiencies with recommendations for proper corrections
- Discuss landscape issues and concerns with recommendations for proper corrections
- Submit proactive proposals based on budgets and expectations

90 Days

- Begin irrigation system corrections/repairs based on findings
- Conduct turf replacement if required and approved
- Landscape replacement and enhancements for the common area(s)
- Implement proper fertilizer blends based on soil tests and contract specifications
- Update and revise mow and detail schedules if needed to improve efficiencies
- Communicate with homeowners and management to make sure we are moving in the right direction for our new long-term partnership
- Implement regular ride-thru inspections with management as needed
- Manage work orders effectively with our CustomerLink work order software
- Take action regarding soil sample results
- At the end of the 90-day transition

MAINTENANCE SERVICES AVAILABLE

MOWING

Each turf variety is mowed based on area and site conditions to prescribed heights.

TRIMMING & EDGING

Performed around beds, curbs, streets, trees, and buildings.

IRRIGATION

From system installation to regular checks & audits and on-going maintenance of the irrigation system.

FERTILIZATION

Property specific blends are applied using proper fertilization techniques by licensed professionals.

INSPECTIONS & MANAGEMENT

Regular inspections are performed to examine the condition of the landscape and identify solutions to potential problems.

PEST & WEED CONTROL

Property will be treated chemically to effectively control insect infestation and disease in line with BMP guidelines.

TREE PRUNING

Trees shall be maintained with clear trunks to facilitate proper growth and provide 12'-15' clearance.

MULCHING

Applied to beds and/or bare grounds to moderate soil temperature and retain moisture for healthy plants.

ANNUAL FLOWERS

Proper spacing will be utilized per plant species variety to ensure proper growth.

DESIGN & INSTALL

In house capability to provide full design and install of new material to bring your vision to life.

STORM PREPARATION & REPARATION

In cases of storms or natural disasters, we can provide help to prepare and repair landscapes if requested.

For more details of our services, FAQs, and services beyond maintenance services we offer, please visit www.dtlandscape.com/all-services/

Note: Detailed scope of services included with pricing and contract.

STATE OF THE ART SERVICE

LATEST TECHNOLOGY



- Down To Earth leverages the latest technology and our expert staff to deliver best-in-class service with a commitment to stay on the cutting-edge of landscaping, irrigation systems, fertilization & pesticide practices, and systems.
- Down To Earth actively partners with our suppliers, industry associations, universities, and technology providers to incorporate their products into our services or provide feedback to help the industry including drones and autonomous mowers.



UF | IFAS
UNIVERSITY of FLORIDA

UNIVERSITY OF FLORIDA INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (UF/IFAS)

- We work with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) to enhance our fertilization formulas and schedules to allow for custom blends based on soil samples, water quality, water availability and climate.



ISA
International Society of Arboriculture

INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORISTS

- When it comes to tree care, Down To Earth remains at the forefront of botanical practices to optimize proper pruning and trimming. We have implemented a best-in-class hybrid approach utilizing the expertise of in-house and vendor-partnered International Society of Arboriculture (ISA) Certified Arborists.



INTEGRATED PEST MANAGEMENT (IPM)

- We have an industry-leading pest control program based on Integrated Pest Management (IPM) principles - a sustainable, science-based process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks.

CUSTOMER SERVICE & COMMUNICATION

CUSTOMERLINK™ WORK ORDER SYSTEM

Through access to a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CustomerLink™ include:

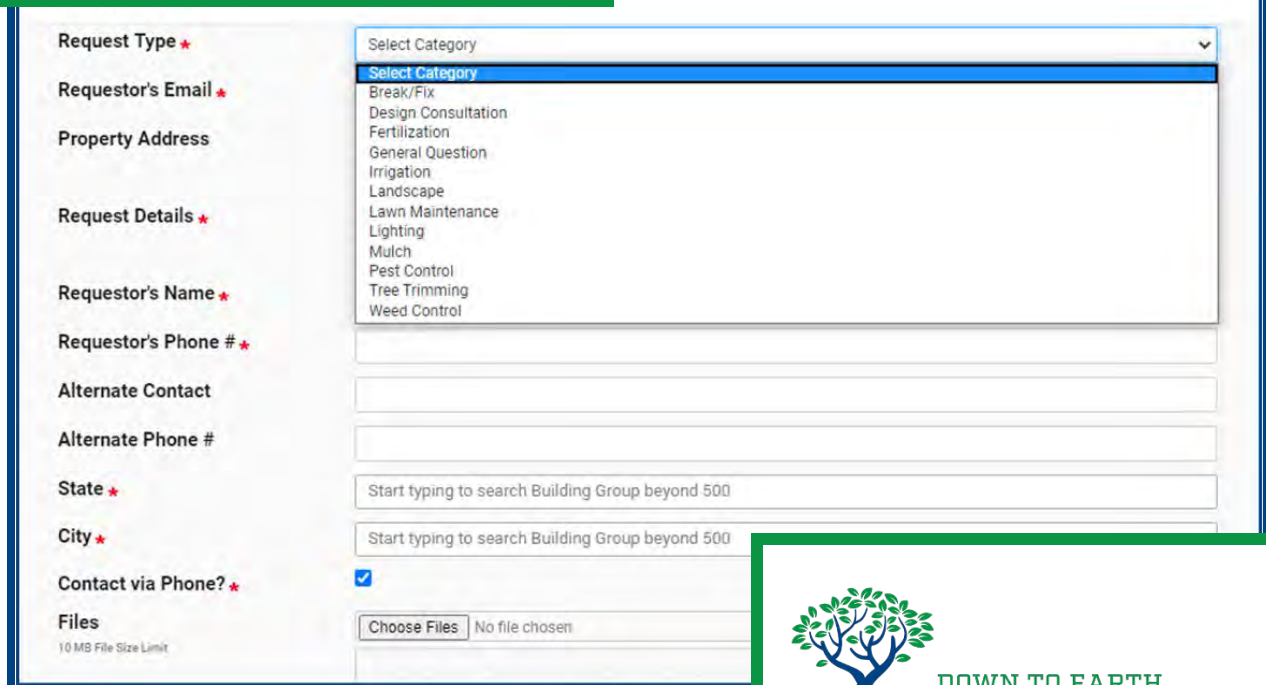
- Work order management
- Intuitive interface and ease of use
- Email alert notification on work order status

CUSTOMER COMMITMENT

Should an issue arise on your property, you can call or email any of our key personnel since all managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

- Website Customer Form
- Dedicated Branch Phone Number
- Emergency After Hours Phone Number

TIMELY COMMUNICATION AND TRACKING REQUESTS ARE A TOP PRIORITY



The screenshot shows a web form for submitting a request. On the left, there are several required fields marked with a red star: Request Type, Requestor's Email, Property Address, Request Details, Requestor's Name, Requestor's Phone #, Alternate Contact, Alternate Phone #, State, City, Contact via Phone?, and Files. The Files section includes a '10 MB File Size Limit' note and a 'Choose Files' button with 'No file chosen' text. On the right, there is a 'Select Category' dropdown menu with a list of options: Break/Fix, Design Consultation, Fertilization, General Question, Irrigation, Landscape, Lawn Maintenance, Lighting, Mulch, Pest Control, Tree Trimming, and Weed Control. Below the dropdown are several empty text input fields for providing additional details.

DISASTER & STORM RELIEF PROTOCOL

Down To Earth understands firsthand the unpredictability of the weather. There have been many occasions throughout the years where we have offered immediate disaster and storm relief, in addition to frost protection services to our clients. Our extensive resources allow us to act quickly and address any issues efficiently and in a timely manner.



SUPPLEMENTAL CREWS

- Supplemental to our current maintenance teams, we have additional enhancement resources that can be made available to restore your property to pre-disaster condition. Furthermore, if necessary, our Construction Division employees are working in Florida year-round and can always offer additional help.

NECESSARY EQUIPMENT

- While adequate manpower is essential, having the necessary equipment is vitally important in these types of extreme situations. DTE has a deep inventory of equipment including loaders and dump trucks that can be redeployed statewide to meet the demands of any emergency.

PREVENTATIVE MEASURES

- For more than 30 years, our track record has proven that we will do everything possible to protect our clients' interests and eliminate potential problems during hurricanes, storms, and frost by implementing preventative measures such as pre-storm tree trimming, removal of loose debris, and use of frost cloths.



When disaster strikes, you can count on Down To Earth to keep your property safe, healthy, and operating smoothly.

Please note this is an additional service. Refer to scope of services for a list of all services within the agreement.

SERVICE REPORTS

MONTHLY IRRIGATION REPORT

Inspected by: _____ Program "A" Run Days (Circle): M T W T F S S
 Clock: _____ Program "B" Run Days (Circle): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: _____

Repairs Needed: _____	Labor: _____
Materials: _____	Total: _____

Manager's Signature: _____ Repairs Approved (Initial): _____

MONTHLY LAWN & ORNAMENTAL REPORT

Contractor: _____ Property: _____ Date: ____/____/____

Applicator Information: _____ Turf Application Scheduled Application
 Name - _____ L.D. Card # - _____
 Ornamental Application Service Call

Turf Application Information			Ornamental Application Information		
Fertilization Liquid: <input type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: _____ Application Rate: _____ (lbs. N / 1000 Sq. Ft.) Area(s) Treated: _____ 2) Analysis: _____ Application Rate: _____ (lbs. N / 1000 Sq. Ft.) Area(s) Treated: _____ Report Item #(s): _____	Weed Control Liquid: <input type="checkbox"/> Herbicide(s) Used: _____ 1) _____ 2) _____ Area(s) Treated: _____ Granular: <input type="checkbox"/> Herbicide Used: _____ 1) _____ Area(s) Treated: _____ Report Item #(s): _____	Disease & Insect Fungicide / Insecticide Used: _____ 1) _____ Target Pest: _____ Area(s) Treated: _____ 2) _____ Target Pest: _____ Area(s) Treated: _____ Report Item #(s): _____	Fertilization Liquid: <input type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: _____ Palms: <input type="checkbox"/> Annuals: <input type="checkbox"/> Plants: All <input type="checkbox"/> Selected <input type="checkbox"/> 2) Analysis: _____ Palms: <input type="checkbox"/> Annuals: <input type="checkbox"/> Plants: All <input type="checkbox"/> Selected <input type="checkbox"/> Report Item #(s): _____	Disease & Insect Fungicide / Insecticide Used: _____ 1) _____ Target Pest: _____ Plants(s) Treated: _____ 2) _____ Target Pest: _____ Plants(s) Treated: _____ 3) _____ Target Pest: _____ Plants(s) Treated: _____ Report Item #(s): _____	
Comments & Observations: _____					
Technician's Signature: _____			Manager's Signature: _____		

YEARLY SERVICES SCHEDULE GUIDELINE

ACTION/TASK	Property Specific Example																																																										
	JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE					JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER			
TURF MOW SCHEDULE																																																											
TURF																																																											
EDGE																																																											
STRING TRIM																																																											
SHRUB MAINTENANCE SCHEDULE																																																											
HEDGE TRIM MONTHLY WITHIN SECTIONAL ROTATION																																																											
DETAIL																																																											
FERT AND PEST SCHEDULE																																																											
FERTILIZE TURF																																																											
FERTILIZE SHRUBS																																																											
INSECT CONTROL																																																											
WEED CONTROL																																																											
INTEGRATED PEST MANAGEMENT WEEDS																																																											
INTEGRATED PEST MANAGEMENT INSECTS																																																											
INSECT AND DISEASE CONTROL PLANT MATERIAL																																																											
INTEGRATED PEST MGMT. PLANT MATERIAL																																																											
PRE EMERGENT/LARGE BEDS																																																											
IRRIGATION INSPECTION MONTHLY																																																											
SPECIALTY PALM/ FERT. & INSECT CONTROL																																																											
MISCELLANEOUS ITEMS																																																											
TRIM ORNAMENTAL GRASSES																																																											
RAISE OAKS																																																											
TRIM CRAPE MYRTLES																																																											
MULCH																																																											
SELECTIVE ROSE PRUNING																																																											

PERSONNEL

MEET THE TEAM



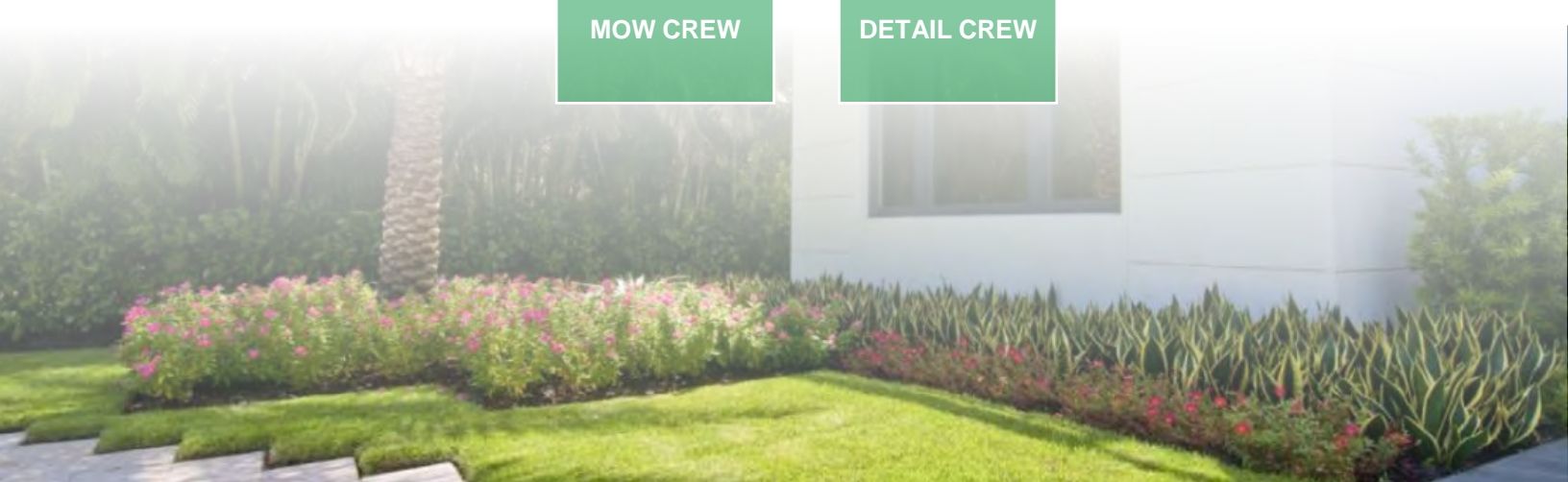
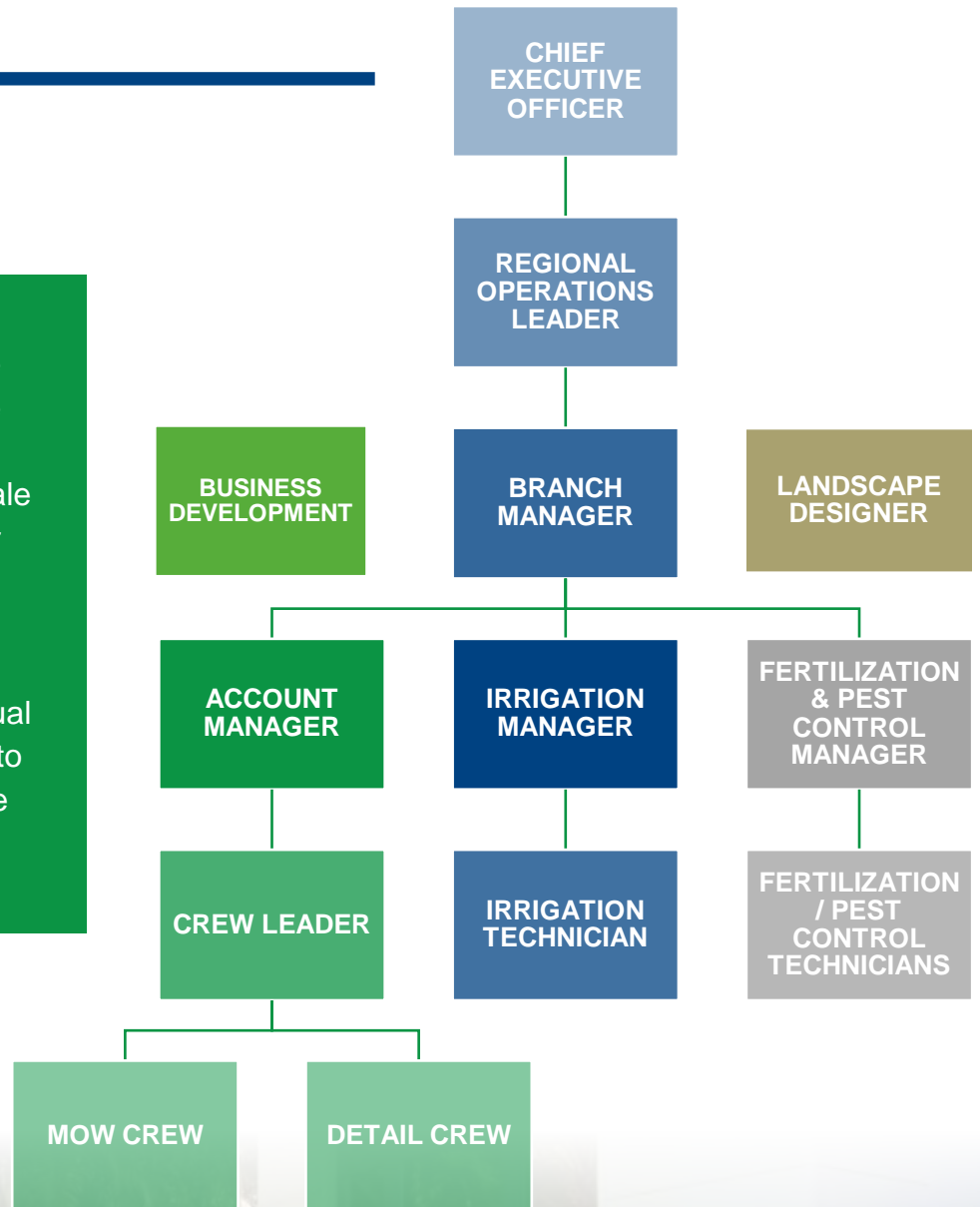
Our highly skilled and trained landscape technicians will be onsite to care for your property each day, supported by our staff of certified horticulturalists, arborists, pest control operators, and irrigation specialists.

**OUR TEAM IS COMMITTED TO CREATING
THE HEALTHIEST AND MOST VIBRANT
LANDSCAPE FOR YOU**

ORGANIZATIONAL CHART

One of the keys to Down To Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.

This alignment from the CEO down to the individual crew members is critical to delivering our vision to be the "Service Provider of Choice".



YOUR DEDICATED LANDSCAPE TEAM

Down To Earth approaches each project with the same strategy and principles that have made us successful for 30 years: surround yourself with great personnel and offer services that exceed client expectations.



REGIONAL OPERATIONS LEADER

- **Paul Richau** - Paul.richau@down2earthinc.com
- Leads the region and provides support and resources.

BRANCH MANAGER

- **Stephen Smith** - Stephen.smith@down2earthinc.com
- Leads multiple field teams and is responsible for the operations for your property.

ASSISTANT BRANCH MANAGER

- **Tom Loboda** - Thomas.loboda@down2earthinc.com
- Manages the on-site maintenance crews as the primary onsite point of contact.

BUSINESS DEVELOPMENT

- **Nathan Peirce** - Nathan.peirce@down2earthinc.com
- Provides key information on services to ensure a smooth onboarding process.

DIRECTOR OF IRRIGATION

- **Richard Manley** - Rick.manley@down2earthinc.com
- Leads multiple teams throughout the region, provides support and resources

MAINTENANCE PROJECTS & REFERENCES



ARTISAN LAKES

- Artisan Lakes Parkway
Palmetto, FL 34221



COUNTRY CLUB EAST

- Player's Drive
Bradenton, FL 34202



GULF COAST TOWN CENTER

- 9903 Gulf Coast Main St.
Fort Myers, FL



HERTIAGE LAKE PARK CDD

- Heritage Lake Blvd.
Punta Gorda, Florida

Additional contact information for references can be provided separately upon request.

MAINTENANCE PROJECTS & REFERENCES



Independence HOA
• Winter Garden, Florida



Providence HOA
• Davenport, Florida



Bella Collina
• Montverde, Florida



Riverbend at
Cameron Heights
• Sanford, Florida



The Quarry
• Naples, Florida

Additional contact information for references can be provided separately upon request.

Bond and Financial Capability





Managing Risk · Insuring Success · Since 1972

January 1, 2023

Down To Earth
2701 Maitland Center Parkway
Suite 200
Maitland, FL 32751
Attn: Johann Fiallo, Estimating Manager

Re: Letter of Bond-ability

Dear Johann,

It has been the privilege of Brunswick Companies and Hanover Insurance Company to provide surety bonds on behalf of Down to Earth for over 6 years, during which time Down To Earth has performed and we have issued performance and payment bonds for contracts valued in the range of \$5,000,000. In our opinion, Down To Earth remains properly financed, well equipped, and capably managed.

At the present time, Hanover Insurance Company provides a \$5,000,000 single project / \$15,000,000 aggregate surety program to Down To Earth. As always, Hanover Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. Therefore, Down To Earth has 100% bonding capabilities for the above captioned project.

Hanover Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A(XV) by A.M. Best Company and is licensed to do business in the State of Florida.

Regards,

Mark Levinson
Attorney-in-Fact, Hanover Insurance Company
Sr. VP. Brunswick Companies

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SSS Down To Earth Opco II LLC
2701 Mailland Center Parkway, Suite 200
Mailland, FL 32751

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

OWNER:

(Name, legal status and address)

LT Ranch Community Development District
9900 Coconut Rd. Suite 346
Bonita Springs, FL 34125

BOND AMOUNT: \$5,000 Five Thousand Dollars and no/100

PROJECT:

(Name, location or address, and Project number, if any)

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Lorraine Road
Sarasota, FL 34241

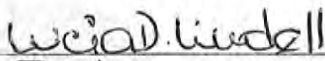
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or Contract Documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16 day of February, 2023


(Witness)


(Witness)

SSS Down To Earth Opco II LLC

(Principal)


(Title)

The Hanover Insurance Company

(Surety)


(Title)

Todd Stein Attorney-in-fact

(Seal)

(Seal)

Init.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Mark Levinson, Todd Stein, and/or Jeff McQuate

Of Brunswick Companies of Fairlawn, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of April, 2022.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

[Signature]
Bryan J. Schwartz, Executive Vice President

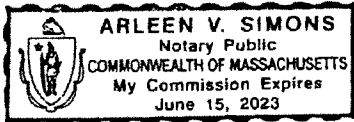
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

[Signature]
James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 19th day of April, 2022 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

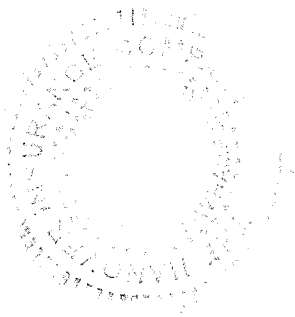


[Signature]
Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16 day of February 2023.

CERTIFIED COPY



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

[Signature]
John A. Rowedder, Vice President

THE HANOVER INSURANCE COMPANY

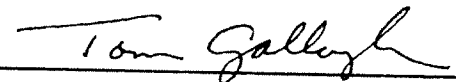
**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: January 15, 1915
No. 92-13-5129825**



**Florida
Department
of Insurance**



**Tom Gallagher
Treasurer and Insurance Commissioner**



State of Florida

INSURANCE DEPARTMENT
TALLAHASSEE, FLORIDA

CH0030

COMPANY LICENSE AND CERTIFICATE OF AUTHORITY

HANOVER INSURANCE COMPANY
100 NORTH PARKWAY
WORCESTER, MA 01605-1396

06	01	90	10	01	01386	78046401	200.00	01386	05	31	91
ISSUE DATE					LICENSE OR PERMIT NUMBER	APPLICATION	TAXES & FEES	COMPANY CODE	EXPIRATION DATE		

HAVING FILED A SATISFACTORY FINANCIAL STATEMENT IN ACCORDANCE WITH THE LAWS GOVERNING SUCH COMPANY, OR ASSOCIATION, IS HEREBY AUTHORIZED TO WRITE THE FOLLOWING COVERAGES IN THE STATE OF FLORIDA, SUBJECT TO COMPLIANCE BY SAID COMPANY WITH ALL APPLICABLE LAWS OF FLORIDA.

- 010 FIRE
- 020 ALLIED LINES
- 040 HOMEOWNERS MULTI PERIL
- 050 COMMERCIAL MULTI PERIL
- 080 OCEAN MARINE
- 090 INLAND MARINE
- 160 WORKMENS COMPENSATION
- 170 OTHER LIABILITY
- 192 PRIVATE PASSENGER AUTO LIABILITY
- 194 COMMERCIAL AUTO LIABILITY
- 211 PRIVATE PASSENGER AUTO PHYSICAL DAMAGE
- 212 COMMERCIAL AUTO PHY DAMAGE
- 220 AIRCRAFT RATES UNCONTROLLED
- 230 FIDELITY
- 240 SURETY
- 250 GLASS
- 260 BURGLARY AND THEFT
- 270 BOILER AND MACHINERY
- 280 CREDIT

**The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2021**

ASSETS		2021
Cash in Banks (Including Short-Term Investments)		\$ (26,073,903)
Bonds and Stocks		\$7,342,621,223
Other Admitted Assets.....		<u>\$2,375,297,662</u>
Total Admitted Assets		<u>\$9,691,844,982</u>


LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums.....		\$2,084,307,307
Reserve for Loss and Loss Expense		\$4,360,370,827
Reserve for Taxes		\$ 15,001,990
Funds held under reinsurance treaties.....		\$ 1,685,123
Reserve for all other liabilities		\$ 517,187,948
Capital Stock - \$1.00 par.....	\$ 5,000,000	
Net Surplus.....	<u>\$2,708,291,787</u>	
Policyholders' Surplus.....		<u>\$2,713,291,787</u>
Total Liabilities, Capital and Surplus		<u>\$9,691,844,982</u>

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2021.



 Jeffrey Farber
 Assistant Treasurer

Bid Forms and Addendum



AFFIDAVIT REGARDING PROPOSAL

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, appeared the affiant, TOM LAZZARO, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of CHIEF EXECUTIVE OFFICER for SSS DOWN TO EARTH OPCO II LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the LT Ranch Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: EMAIL DATED - 2.07.2023 & EMAIL DATED 2.10.2023.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the notice of the Request for Proposals, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 9th day of FEBRUARY, 20 23.

Proposer: SSS DOWN TO EARTH OPCO II LLC
By: TOM LAZZARO *Tom Lazzaro*
Title: CHIEF EXECUTIVE OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of FEBRUARY, 20 23 by TOM LAZZARO, as CHIEF EXECUTIVE OFFICER of SSS DOWN TO EARTH OPCO II LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Lucia D. Lindell
NOTARY PUBLIC, STATE OF Florida
Name: Lucia D. Lindell
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Addendum 1

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

DATE: February 7th, 2023

TO: All Respondents (via email)

FROM: Richard Freeman – Construction Inspector

From: Richard Freeman <Rfreeman@cgasolutions.com>

Sent: Tuesday, February 7, 2023 3:46 PM

To: Nathan Peirce <nathan.peirce@down2earthinc.com>; Nathan Sorensen <nsorensen@mainscape.com>; Jason Stafford <jason@sunnygrove.com>; Aisrael@unitedlandservice.com

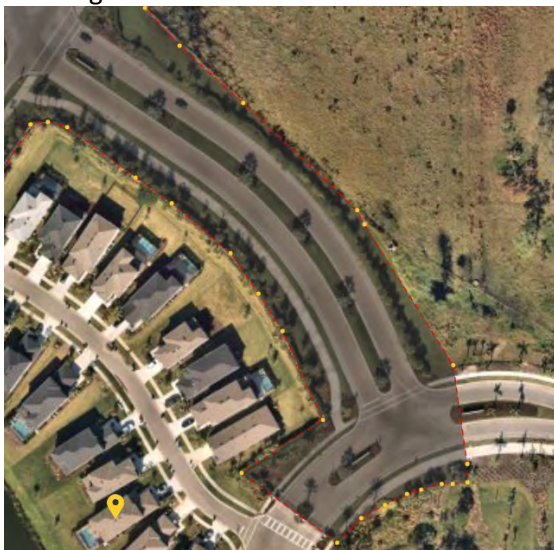
Cc: Bruce Bernard <BBernard@cgasolutions.com>

Subject: Addendum 1 LT Ranch Landscape Bid

First image her is the main entrance, including the round-about. I have made a note to include mowing 3 feet behind the shrub/bush line on the north side. **This is correct.**



2nd image here is the autumn breeze drive connection to Lorraine Road. **This is correct.**



3rd image here is the main entrance of the HOA. There was an onsite addendum made where the incumbent HOA landscape provider mentioned they would take care of the entire lake and so the CDD contract is to include the St. Augustine area up to the first bed on both sides of the entrance. **This is correct.**



Richard Freeman

Construction Inspector | Fort Lauderdale Office



Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct Line: 954.766.2709 | Fax: 954.266.6498

Fort Lauderdale | Miami-Dade | | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie



Addendum 1 (Continued)

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

DATE: February 10th, 2023

TO: All Respondents (via email)

FROM: Richard Freeman – Construction Inspector

From: Richard Freeman <Rfreeman@cgasolutions.com>

Sent: Friday, February 10, 2023 12:12 PM

To: Nathan Peirce <nathan.peirce@down2earthinc.com>

Cc: Nathan Sorensen <nsorensen@mainscape.com>; Aisrael@unitedlandservice.com; Jason Stafford <jason@sunnygrove.com>; Jere Earlywine <jere@kelawgroup.com>; Bruce Bernard <BBernard@cgasolutions.com>

Subject: Re: LTR Landscaping RFP Addendum " Please Read"

Follow the addendum instructions 1,2,3 and 4 need to be part of the bid 5 and 6 are alternates. We will be able to figure it out during the review process.

Richard Freeman

Construction Inspector | Fort Lauderdale Office

Calvin, [Giordano & Associates, Inc.](#) | [1800 Eller Drive](#) | [Suite 600](#) | [Fort Lauderdale, FL 33316](#)

Office: [954.921.7781](#) | Direct Line: [954.766.2709](#) | Fax: [954.266.6498](#)

Fort Lauderdale | Miami-Dade | | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Richard Freeman <Rfreeman@cgasolutions.com>

Sent: Thursday, February 9, 2023 5:12 PM

To: Nathan Peirce <nathan.peirce@down2earthinc.com>; Nathan Sorensen <nsorensen@mainscape.com>; Aisrael@unitedlandservice.com; Jason Stafford <jason@sunnygrove.com>

Cc: Jere Earlywine <jere@kelawgroup.com>; Bruce Bernard <BBernard@cgasolutions.com>

Subject: LTR Landscaping RFP Addendum " Please Read"

Please see addendum.

It states that **Parts 1,4,5,6** to be included in contract without add alternates. **1,2,3, and 4 needs to be added to the contract.**

Then **Parts 2 and 3** (fertilizer and pest control services) would be as “add alternates” to the contract. **No, 2 and 3 needs to be included in the contract.**

I assume **Parts 5 and 6** - Mulch and Annual flowers would be the “add alternates” rather than parts 2 and 3 but want to make sure with you all as this will directly affect all bidders. **Yes, 5 and 6 are add alternates.**

Do you know how many irrigation zones there are? **Approximately 174.**

What is the anticipated start date for the project? Decision date? **April 1, 2023.**

As mentioned in person, if your arborist has an update palm count that the CDD is responsible for, that would be fantastic.

Approximately:
420 cabbage palms
89 ribbon palms
56 royal palms
3 medjools

The second entrance to the HOA on Lorraine Road and Sky Ranch Blvd, the CDD is responsible for everything up to the gate correct? As that is what the RFP map currently describes. Or, should we mirror how the first entrance is split and maintained? **Please mirror how the first entrance is split.**

Lastly, is there a rough distance calculated on how long the Shell walkway is? If not, I can always walk and measure it if need be. **Approximately 3450 feet.**

First image her is the main entrance, including the round-about. I have made a note to include mowing 3 feet behind the shrub/bush line on the north side. **This is correct.**



2nd image here is the autumn breeze drive connection to Lorraine Road. **This is correct.**



3rd image here is the main entrance of the HOA. There was an onsite addendum made where the incumbent HOA landscape provider mentioned they would take care of the entire lake and so the CDD contract is to include the St. Augustine area up to the first bed on both sides of the entrance. **This is correct.**



Richard Freeman

Construction Inspector | Fort Lauderdale Office



Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316

Office: 954.921.7781 | Direct Line: 954.766.2709 | Fax: 954.266.6498

Fort Lauderdale | Miami-Dade | | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie



**PROPOSAL FORM
PRICING
YEAR 1**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 234,041.00 Yr

PART 2

Fertilization (All labor and materials)

\$ 19,910.00 Yr

(Include all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	2,016	\$1,853.34
MARCH	25-0-12 (WATER SOLUBLE)	0.5	1,008	\$926.66
MAY	15-0-15	1	2,688	\$1,305.75
OCTOBER	20-0-10	1	2,688	\$1,305.75
NOVEMBER	20-0-10 + PRE M	1	2,016	\$1,853.33

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	378	\$347.50
MAY	25-0-12 (WATER SOLUBLE)	0.5	189	\$173.75
OCTOBER	LIQUID (FE) IRON	-	0	\$134.26
NOVEMBER	20-0-10 + PRE M	1	378	\$347.50

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	126	\$115.83
MARCH	25-0-12 (WATER SOLUBLE)	0.5	63	\$57.92
MAY	15-0-15	1	168	\$97.93
OCTOBER	25-0-12 (WATER SOLUBLE)	0.5	63	\$57.92
NOVEMBER	20-0-10 + PRE M	1	126	\$115.83

SHRUB, TREE & GROUND COVER (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (4-6 LBS. / 1000 SQ FT.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	10-0-10	4.0	11,840	\$1,595.59
JUNE	10-0-10	4.0	11,840	\$1,595.59
OCTOBER	10-0-10	4.0	11,840	\$1,595.59

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,143.32
MAY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,143.32
OCTOBER	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,143.32

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ 16,289.00 / Yr

This is for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the termination /control of all weeds, pests and diseases after the allowance listed above has been exhausted.

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 7,811.20/ Yr

**Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)**

PART 4

Irrigation (All labor and materials) \$ 22,968.00 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from the District's Rep.

PART 5

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

1040 CY of Pinestraw Mulch installed in planting beds and tree wells
 \$ 30,510.00 /CY (November Application)

210 CY Grade “A” Medium Pine Bark Mulch installed in select median locations
 \$ 11,550.00 /CY (November Application)

Installation of Mulch \$ 42,060.00 /Yr

Each top-dressing shall leave all beds with a depth of 3” after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

Contractor shall install 585 (4”) annuals four (4) times per year per specs at the direction of the District at

\$ 2.75 /annuals.

\$ 1,608.75 / each rotation

\$ 6,435.00 /Yr (based on four (4) rotations)

GRAND TOTAL (PARTS 1, 2, 3 & 4) This is what contract will be written for without add alternates. Parts 5 and 6 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.

Contract Parts	Jan 1, 2023 – Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 – Sept 30, 2025
Part 1	\$234,041.00	\$241,062.23	\$248,294.10
Part 2	\$19,910.00	\$20,507.25	\$21,129.36
Part 3	\$16,289.00	\$16,778.24	\$17,281.59
Part 4	\$22,968.00	\$23,657.04	\$24,366.75
Total:	\$293,208.00	\$302,004.76	\$311,071.80

Contract Part	Jan 1, 2023 – Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 – Sept 30, 2025
Part 5	\$42,060.00	\$43,321.80	\$44,621.45
Part 6	\$6,435.00	\$6,622.20	\$6,809.40

Total:	\$48,495.00	\$49,944.00	\$51,430.40
---------------	-------------	-------------	-------------

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**PROPOSAL FORM
PRICING
YEAR 2**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 241,062.23 Yr

PART 2

Fertilization (All labor and materials)

\$ 20,507.25 Yr

(Include all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	2,016	\$1,908.93
MARCH	25-0-12 (WATER SOLUBLE)	0.5	1,008	\$954.46
MAY	15-0-15	1	2,688	\$1,344.92
OCTOBER	20-0-10	1	2,688	\$1,344.92
NOVEMBER	20-0-10 + PRE M	1	2,016	\$1,908.93

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	378	\$357.92
MAY	25-0-12 (WATER SOLUBLE)	0.5	189	\$178.96
OCTOBER	LIQUID (FE) IRON	-	0	\$138.29
NOVEMBER	20-0-10 + PRE M	1	378	\$357.92

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	126	\$119.30
MARCH	25-0-12 (WATER SOLUBLE)	0.5	63	\$59.66
MAY	15-0-15	1	168	\$100.87
OCTOBER	25-0-12 (WATER SOLUBLE)	0.5	63	\$59.66
NOVEMBER	20-0-10 + PRE M	1	126	\$119.30

SHRUB, TREE & GROUND COVER (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (4-6 LBS. / 1000 SQ FT.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	10-0-10	4.0	11,840	\$1,643.46
JUNE	10-0-10	4.0	11,840	\$1,643.46
OCTOBER	10-0-10	4.0	11,840	\$1,643.46

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,207.61
MAY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,207.61
OCTOBER	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,207.61

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ 16,778.24 / Yr

This is for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the termination /control of all weeds, pests and diseases after the allowance listed above has been exhausted.

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 8,045.55/ Yr

**Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)**

PART 4

Irrigation (All labor and materials) \$ 23,657.04 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from the District's Rep.

PART 5

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

1040 CY of Pinestraw Mulch installed in planting beds and tree wells
 \$ 31,425.30 /CY (November Application)

210 CY Grade “A” Medium Pine Bark Mulch installed in select median locations
 \$ 11,896.50 /CY (November Application)

Installation of Mulch \$ 43,321.80 /Yr

Each top-dressing shall leave all beds with a depth of 3” after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

Contractor shall install 585 (4”) annuals four (4) times per year per specs at the direction of the District at

\$ 2.83 /annuals.

\$ 1,655.55 / each rotation

\$ 6,622.20 /Yr (based on four (4) rotations)

GRAND TOTAL (PARTS 1, 2, 3 & 4) This is what contract will be written for without add alternates. Parts 5 and 6 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.

Contract Parts	Jan 1, 2023 – Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 – Sept 30, 2025
Part 1	\$234,041.00	\$241,062.23	\$248,294.10
Part 2	\$19,910.00	\$20,507.25	\$21,129.36
Part 3	\$16,289.00	\$16,778.24	\$17,281.59
Part 4	\$22,968.00	\$23,657.04	\$24,366.75
Total:	\$293,208.00	\$302,004.76	\$311,071.80

Contract Part	Jan 1, 2023 – Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 – Sept 30, 2025
Part 5	\$42,060.00	\$43,321.80	\$44,621.45
Part 6	\$6,435.00	\$6,622.20	\$6,826.89

Total:	\$48,495.00	\$49,944.00	\$51,448.34
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*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**PROPOSAL FORM
PRICING
YEAR 3**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 248,294.10 Yr

PART 2

Fertilization (All labor and materials)

\$ 21,129.36 Yr

(Include all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	2,016	\$1,966.20
MARCH	25-0-12 (WATER SOLUBLE)	0.5	1,008	\$983.09
MAY	15-0-15	1	2,688	\$1,385.70
OCTOBER	20-0-10	1	2,688	\$1,385.70
NOVEMBER	20-0-10 + PRE M	1	2,016	\$1,966.20

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	378	\$368.66
MAY	25-0-12 (WATER SOLUBLE)	0.5	189	\$184.33
OCTOBER	LIQUID (FE) IRON	-	0	\$142.44
NOVEMBER	20-0-10 + PRE M	1	378	\$368.66

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	20-0-10 + PRE M	1	126	\$122.88
MARCH	25-0-12 (WATER SOLUBLE)	0.5	63	\$61.45
MAY	15-0-15	1	168	\$109.89
OCTOBER	25-0-12 (WATER SOLUBLE)	0.5	63	\$61.45
NOVEMBER	20-0-10 + PRE M	1	126	\$122.88

SHRUB, TREE & GROUND COVER (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (4-6 LBS. / 1000 SQ FT.	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	10-0-10	4.0	11,840	\$1,692.76
JUNE	10-0-10	4.0	11,840	\$1,692.76
OCTOBER	10-0-10	4.0	11,840	\$1,692.76

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,273.85
MAY	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,273.85
OCTOBER	8-2-12 +Micro	1.5 per 100sf	1,413	\$2,273.85

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ 17,281.59 / Yr

This is for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the termination /control of all weeds, pests and diseases after the allowance listed above has been exhausted.

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 8,286.92/ Yr

**Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)**

PART 4

Irrigation (All labor and materials) \$ 24,366.75 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from the District's Rep.

PART 5

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

1040 CY of Pinestraw Mulch installed in planting beds and tree wells
 \$ 32,368.06 /CY (November Application)

210 CY Grade “A” Medium Pine Bark Mulch installed in select median locations
 \$ 12,253.40 /CY (November Application)

Installation of Mulch \$ 44,621.45 /Yr

Each top-dressing shall leave all beds with a depth of 3” after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

Contractor shall install 585 (4”) annuals four (4) times per year per specs at the direction of the District at

\$ 2.91 /annuals.

\$ 1,702.35 / each rotation

\$ 6,809.40 /Yr (based on four (4) rotations)

GRAND TOTAL (PARTS 1, 2, 3 & 4) This is what contract will be written for without add alternates. Parts 5 and 6 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.

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IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

Scope of Services



SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

- 1) MOWING – All grass areas will be mowed on the following schedule:
- 2) **Sod Square Footage – 630,000/ Plant Bed Square Footage – 370,000**

March 15 – NOVEMBER 1 – Once a week

NOVEMBER 1 – March 14 – Once every two weeks

This schedule estimates that there will be between 40 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of four (4) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall be always kept sharp to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn if no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. And the mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clock direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each mowing event. Contractor is to include in his proposal, all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted, when necessary, upon prior approval. Contractor will be required to maintain recreational trails within the preserves. This will include both shell rock and natural ground. Maintenance will include blowing-off trail, trimming of existing limbs or plants from protruding in trails, and weeding weeds within trail sections as needed.

3) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

1) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees always appear neat. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include always maintaining a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Skye Ranch. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch always pulled away from the base of ALL landscape lights, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to always appear neat and clean. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Recline and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly always cultivated and maintained in an orderly fashion. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) the first offense will result in a VERBAL warning; the second offense will result in a second VERBAL warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. contractor will be held responsible for the replacement of all turf damaged by the application or overspray of Herbicides (selective or non-selective).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

6) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Sarasota County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF SARASOTA COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
May	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
October	SRN (Slow- Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow-Release) Nitrogen applied at 1.0 lbs. N/
October	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy three times per year (February, May, October). 100% of the N, K & Mg **MUST** be in slow-release form. All

micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections, the Contractor is responsible for the identification control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for the chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is not a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all the existing irrigation systems to date.

These inspections shall include:

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean, raise, replace heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

**PROPOSAL FORM
EXPERIENCE**

- *Has the Proposer performed work for a community development district previously? Yes X No
If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Contact: JUSTIN FAIRCLOTH Contact Phone: 239-785-0675

Project Type/Description: LANDSCAPE MAINTENANCE

Dollar Amount of Contract: \$74,169.64

Scope of Services for Project: FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION
AND PEST CONTROL SERVICES FOR CDD AREAS

Dates Serviced: FEBRUARY 2021 - PRESENT

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2021 = \$115 MILLION

2020 = \$109 MILLION

2019 = \$100 MILLION

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project Name/Location: ARTISAN LAKES MASTER / ESPLANADE / EAVE'S BEND/ EDGESTONE

Contact: CATHERINE GANGLOFF Contact Phone: 727-415-4591 Project

Type/Description: LANDSCAPE MAINTENANCE

Dollar Amount of Contract: \$1,598,542.00

How was the project similar to this project? FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION AND PEST CONTROL FOR THE AMENITY CENTERS, COMMON AREAS, ROADWAYS, TOWNHOMES, SINGLE FAMILY HOMES, AND VILLAS.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

List of equipment used on site: SEE ATTACHED EQUIPMENT LIST

List of subcontractors used: SEE ATTACHED SUB CONTRACTOR LIST

Is this a current contract? Yes No

Duration of contract: 2018 - CURRENT

- *(Information regarding similar projects – continued)*

Project Name/Location: COUNTRY CLUB EAST MASTER ASSOCIATION

Contact: CHARLES LOW Contact Phone: 941-210-4390

Project Type/Description: LANDSCAPE MAINTENANCE SERVICES

Dollar Amount of Contract: \$1,297,017.00

How was the project similar to this project? FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION FERTILIZATION AND PEST CONTROL FOR ALL COMMON AREAS THROUGHOUT THE COMMUNITY WITH THE EXCEPTION OF THE COMMON AREAS ALONG THE MASTERS AVE AND LORRAINE RD.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

List of equipment used on site: SEE ATTACHED EQUIPMENT LIST

List of subcontractors used: SEE ATTACHED SUB CONTRACTOR LIST

Is this a current contract? Yes No

Duration of contract: APRIL 2017 - CURRENT

Company Equipment List

Augers/Tillers for Annual Beds	30	PSI Washer	30
Dump Trailer	23	Pull Behind Buffalo Blower	23
Dump Trailer with Large Leaf Vacuum	2	Roller	2
Dump Trucks	3	Semi with Drop Trailer	3
Enclosed Trailer	98	Service Truck	3
GMC/Chevy 1500 Crew Cab	35	Skid steer	2
GMC/Chevy 2500 Extra Cab	89	Smithco Sprayer (Fert/Pest)	15
GMC/Chevy Van	12	Sodcutter	15
Golf Cart	60	Stihl Backpack Blowers	600
Hustler 104" Commercial Mower	3	Stihl Edgers	375
John Deere 21" Commercial Mower	60	Stihl Long Trimmers	375
John Deere 36" Commercial Mower	53	Stihl Medium Trimmers	300
John Deere 48" Stand Up Mower	15	Stihl Pole Saw	120
John Deere 60" Commercial Mower	225	Stihl Short Trimmers	225
John Deere 72" Commercial Mower	128	Stihl Weed eaters	375
John Deere Gator Spray Unit (Fert/Pest)	23	TCM Loaders	20
John Deere Gators (2 Seat)	38	Toro Side Winder	3
John Deere Gators (4 Seat)	15	Tractor with Bushhog	6
8' Ladders	113	Tractor with Disk	2
Large Isuzu Truck with Landscape Bed	3	Trenchers	14
Large Truck with Gooseneck Trailer	5	Vortex Blower	38
Leaf Vacuum	5	Water Trailer	6
8' Open Trailer	48	Water Truck	3
20' Open Trailer	45	"Z" Sprays (Fert/Pest)	14



Subcontractor List

Southeast Spreading Company

13650 Fiddlesticks Blvd
Suite 202-336
Fort Myers, FL 33192
Tel. (239) 332-2595

Southeast Tree Company

13650 Fiddlesticks Blvd
Suite 202-336
Fort Myers, FL 33192
Tel. (239) 332-2595

Bloom Masters Wholesale Nursery

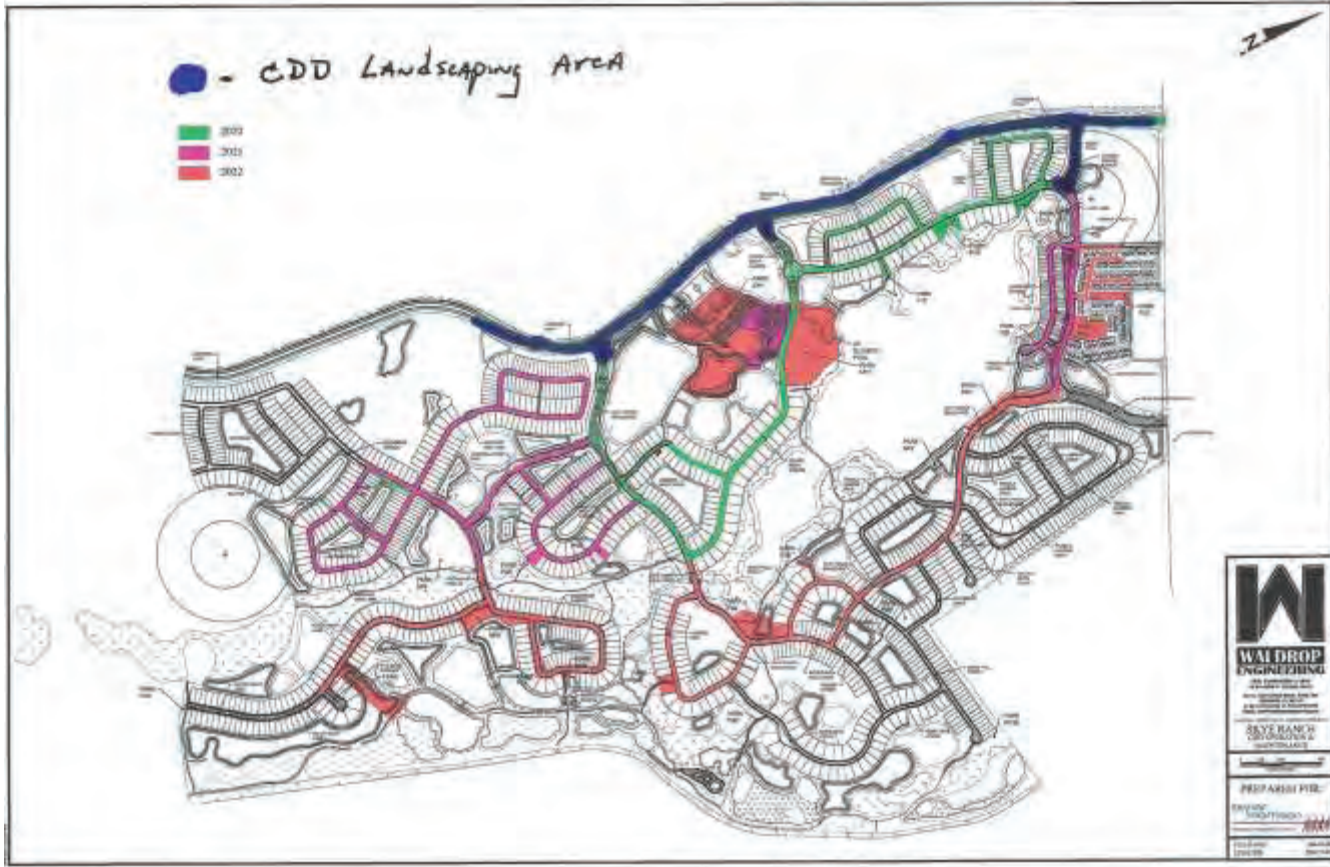
2801 W Lake Mary Blvd.
Lake Mary, FL 32746
Tel. (407) 323-6188

Ramco Mulch Solutions

8955 US 301 North
#111
Parish, FL 34219
Tel. (941) 650-6688

Briggs Tree Service, LLC

8297 Champions Gate Blvd
525
Champions Gate, FL 33896
Tel. (863) 557-9991





THANK YOU!

WE APPRECIATE THE OPPORTUNITY TO PARTNER WITH YOU
AND LT RANCH COMMUNITY DEVELOPMENT DISTRICT!



Down To Earth Landscape & Irrigation
7840 Fruitville Road
Sarasota, FL 34240
941-336-3673
dtelandscape.com

PROJECT MANUAL

FOR

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

LT RANCH

COMMUNITY DEVELOPMENT DISTRICT

September 2022

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
LT RANCH COMMUNITY DEVELOPMENT DISTRICT
Sarasota County, Florida**

Notice is hereby given that the LT Ranch Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope, and any technical specifications, will be available for public inspection on January 10, 2023 at 1:00 P.M. (“**Project Manual Issuance Date**”) and may be obtained by sending an email to Richard Freeman, Asset Inspector, rfreeman@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com. A **mandatory** on-site meeting will be held at the main entrance at Lorraine Blvd and Clark Rd with CDD staff on **February 2, 2023, at 10:30am**. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit eight hard copies of their written proposal AND a PDF file on a flash-drive no later than February 16, 2023, at 1 p.m. (EST) to the offices of Calvin, Giordano and Associates, Brooks Executive Suites, 9900 Coconut Rd, Suite 346, Bonita Springs 34125, Attention James P. Ward. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of five thousand dollars (\$5,000.00) with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Project Manual Issuance Date. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to One Hundred Thousand Dollars (\$100,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

The District's Board of Supervisors shall review and rank each proposal based on proposers' pricing, personnel, equipment, experience, financial capacity, and other factors, as established using information within the proposals, from reference checks, from staff recommendations, and from any other information available. The Board has not assigned numerical values for any of these factors and instead shall evaluate each proposal as a whole and need not choose the lowest-priced proposal. Instead, the District's Board shall rank the proposals in the Board's sole discretion and in the best interests of the District. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so.

Any and all questions relative to this project shall be directed in writing by e-mail only to Richard Freeman at rfreeman@cgasolutions.com, and Jere Earlywine at jere@kelawgroup.com, with a further copy to: James P. Ward at JimWard@JPWardAssociates.com.

LT Ranch Community Development District
James P. Ward, District Manager

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Sarasota

Before me, the undersigned authority, appeared the affiant, Jason Stafford, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of General Manager for Sunnygrove Landscape and Irrigation Maintenance, LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the LT Ranch Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: 1,2,3 and 4 need to be part of the bid 5 and 6 are alternates.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the notice of the Request for Proposals, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this February day of 14, 2023.

Proposer: Jason Stafford

By: Sunny grove Landscape and Irr. Maint

Title: General Manager

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of February, 2023, by Jason Stafford, as General Manager of Sunnygrove Landscape and Irrigation Maintenance, LLC, 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 _____

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

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

- 1) MOWING – All grass areas will be mowed on the following schedule:
- 2) **Sod Square Footage – 630,000/ Plant Bed Square Footage – 370,000**

March 15 – NOVEMBER 1 – Once a week

NOVEMBER 1 – March 14 – Once every two weeks

This schedule estimates that there will be between 40 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of four (4) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall be always kept sharp to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn if no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. And the mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clock direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each mowing event. Contractor is to include in his proposal, all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted, when necessary, upon prior approval. Contractor will be required to maintain recreational trails within the preserves. This will include both shell rock and natural ground. Maintenance will include blowing-off trail, trimming of existing limbs or plants from protruding in trails, and weeding weeds within trail sections as needed.

3) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

1) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees always appear neat. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include always maintaining a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Skye Ranch. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch always pulled away from the base of ALL landscape lights, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to always appear neat and clean. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinate and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly always cultivated and maintained in an orderly fashion. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) the first offense will result in a VERBAL warning; the second offense will result in a second VERBAL warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. contractor will be held responsible for the replacement of all turf damaged by the application or overspray of Herbicides (selective or non-selective).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

6) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Sarasota County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF SARASOTA COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
May	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
October	SRN (Slow- Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow-Release) Nitrogen applied at 1.0 lbs. N/
October	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy three times per year (February, May, October). 100% of the N, K & Mg **MUST** be in slow-release form. All

micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections, the Contractor is responsible for the identification control of disease and insect damage including but not limited to scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for the chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is not a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all the existing irrigation systems to date.

These inspections shall include:

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean, raise, replace heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

**PROPOSAL FORM
PRICING**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ 212,370 Yr

PART 2

Fertilization (All labor and materials) \$ 26,519.36 Yr
(Include all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
January	16-0-8	1N	10,000	\$5,076.26
March	16-0-8	1N	10,000	\$5,076.26
May	Liquid Fert/Micro Nutrients	1N	N/A	\$2,800.39
August	Micro Nutrients	0	N/A	\$2,800.39
October	16-0-8	1N	10,000	\$5,076.26

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

March	16-0-8	1N	700	\$523.16
May	16-0-8	1N	700	\$523.16
October	16-0-8	1N	700	\$523.16

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	8-0-10 W/Micros	1.5	2750	\$2,060.16
Nov	8-0-10 W/Micros	1.5	2750	\$2,060.16

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ 16,410.00 / Yr

This is for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the termination /control of all weeds, pests and diseases after the allowance listed above has been exhausted.

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 7,500 / Yr

**Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)**

PART 4

Irrigation (All labor and materials) \$ 21,000 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from the District's Rep.

PART 5

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

1040 CY of Pinestraw Mulch installed in planting beds and tree wells
\$ 7.50 /CY (November Application)

210 CY Grade “A” Medium Pine Bark Mulch installed in select median locations
\$ 70.00 /CY (November Application)

Installation of Mulch \$ 22,500 /Yr

Each top-dressing shall leave all beds with a depth of 3” after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

Contractor shall install 585 (4”) annuals four (4) times per year per specs at the direction of the District at

\$ 5.25 /annuals.

\$ 3,071.25 / each rotation

\$ 12,285 /Yr (based on four (4) rotations)

GRAND TOTAL (PARTS 1, 4, 5, and 6) This is what contract will be written for without add alternates. Parts 2 and 3 will be bid as add alternates to contract with District right to accept or reject sections to be included in contract.

Contract Parts	Jan 1, 2023 – Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 – Sept 30, 2025
Part 1	\$212,370	\$212,370	\$218,741.10
Part 4	\$21,000	\$21,000	\$21,630
Part 5	\$22,500	\$22,500	\$23,175
Part 6	\$12,285	\$12,285	\$12,653.55
Total:	\$268,155	\$268,155	\$276,199.65

Contract Part	Jan 1, 2023 – Sept 30, 2023	Oct 1, 2024 – Sept 30, 2024	Oct 1, 2024 – Sept 30, 2025
Part 2	\$26,519.36	\$26,519.36	\$27,314.94
Part 3	\$16,410	\$16,410	\$16,902.30

Total:	\$42,929.36	\$42,929.36	\$44,217.24
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*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**PROPOSAL FORM
EXPERIENCE**

- *Has the Proposer performed work for a community development district previously? Yes No*
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Lake Club CDD

Contact: Richard Freeman Contact Phone: 1-954-644-9630

Project Type/Description: Landscape Maintenance

Dollar Amount of Contract: \$80,520

Scope of Services for Project: Lawn Maintenance and Irrigation Management services

Dates Serviced: 2-22-21-Present

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2021 = \$18,081,765.66

2020 = \$15,359,836.96

2019 = \$12,405,945

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: Bonita Beach Blvd CDD

Contact: Chuck Adams Contact Phone: 1-239-464-7114 Project

Type/Description:

Dollar Amount of Contract: \$53,969.76

How was the project similar to this project? Same, included roadways and neighborhoods

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Lawn Maint, edging, blowing, trimming of shrubs. Irrigation wet checks and repairs. Lawn/Bed/Palm and Tree Fertilization. Pump monitoring and programming to optimize life of pump.

List of equipment used on site: Lawn Maint Equip

List of subcontractors used: Terra Garden Solution- Fertilization and Pest Control

Is this a current contract? Yes ___ No X

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: Shoreview Homeowners Assoc. Inc.

Contact: Rose Wallace Contact Phone: 1-941-306-7480

Project Type/Description: Single Family Homes and Common Areas

Dollar Amount of Contract: \$747,943.32

How was the project similar to this project? Lawn Maintenance and Management Services

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed

control, thatch removal, irrigation, etc.): Fertilization, Mowing, Pest Control, Irrigation programming and routine wet checks.

Hoover pump floguard monitoring and adjusting of schedules. Irrigation programmer on staff to monitor site conditons and adjust correctly.

List of equipment used on site: Mowers, blowers, edgers, weed eaters, back pack sprayers
fertilizer spreaders, buckets, rakes, shovels and saftey equipment

List of subcontractors used: Gardenmasters of SWFL

Is this a current contract? Yes No

Duration of contract: 2 Years

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 14th day of February, 2021, by and between:

LT Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in [County] County, Florida, and having offices at c/o _____ (“District”); and

Sunnygrove Landscape and Irrigation Maintenance, LLC, a LLC, whose address is 15111 South Mallard LN Ft. Myers, FL 33913 (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (“Work”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding

any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates [District Manager Name], Daniel Rom and Mark Hills to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin _____ and end _____ ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor ^{Sunnygrove Landscape and Irrigation Maintenance, LLC} (~~\$276,299.36~~) per year, in monthly amounts of 1/12th (\$ 23,024.94). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form –

Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order (“ASO”). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District’s property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope

of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under

this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the

services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct

or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor

relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: LT Ranch Community Development District
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308
Attn: James P. Ward, District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Contractor: Sunny grove Landscape and Irr. Maint

PO BOX 347

Estero, Florida

Attn: Jason Stafford

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

30. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party

not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be [County] County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

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

34. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**[DISTRICT]
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

Date: _____

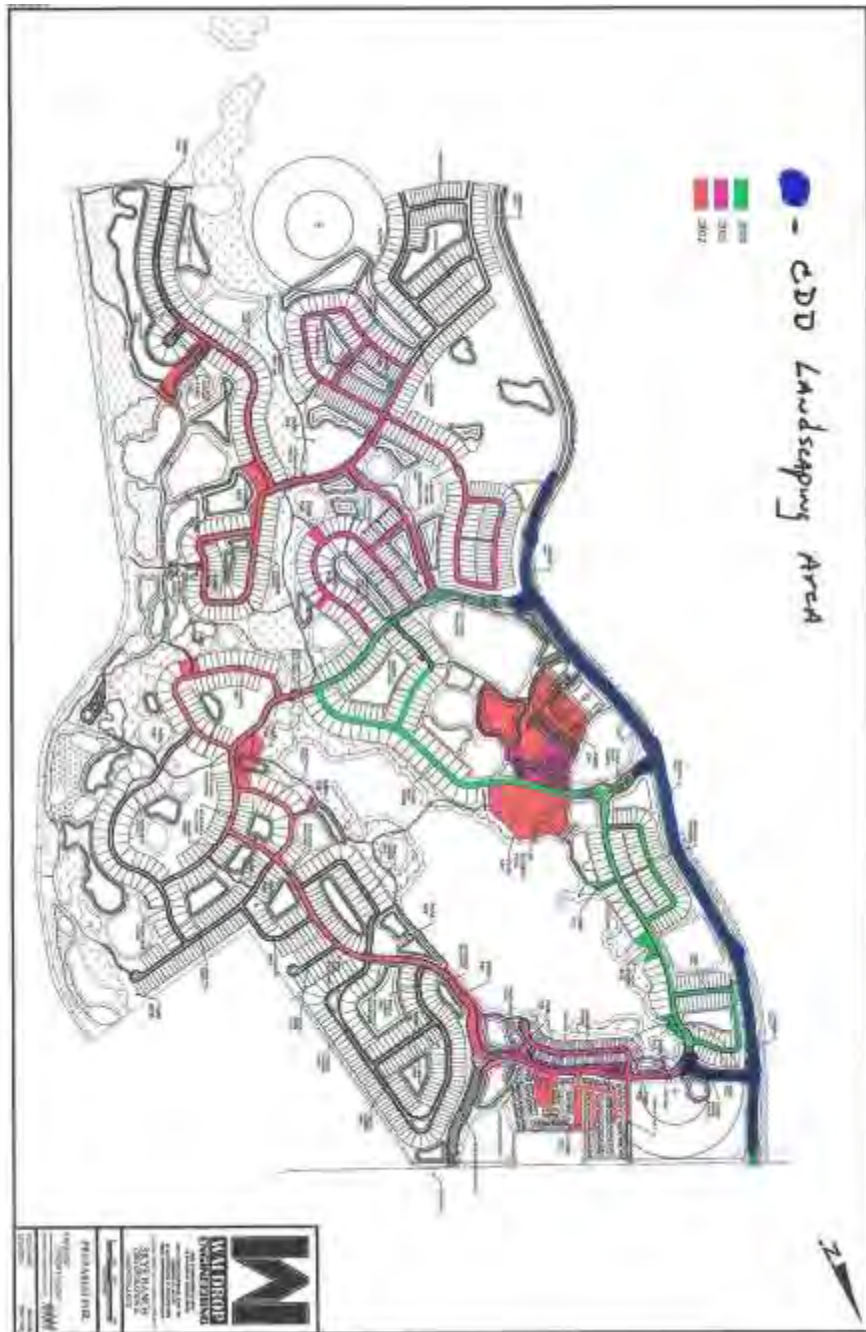
ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C: Other Forms**
- Exhibit D: Maintenance Map**



RESOLUTION 2023-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING AND APPROVING THE INTERLOCAL AGREEMENT BETWEEN SARASOTA COUNTY, FLORIDA, AND THE DISTRICT RELATING TO THE DESIGN, PERMITTING AND CONSTRUCTION OF LORRAINE ROAD AND THE CONSTRUCTION FUNDING AGREEMENT (LORRAINE ROAD); PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the residents of the District and Sarasota County (“County”) will be benefitted by an approximately 1.95-mile segment of Lorraine Road which the County desires to be constructed (“Road Project”), in order to ultimately provide an important roadway corridor benefitting the District and the County; and

WHEREAS, the District is willing to complete the engineering, design, permitting, construction and conveyance of right-of-way and related easements for the stormwater facilities required for the Road Project in exchange for reimbursement of its reasonable costs; and

WHEREAS, the District and the County have entered into that certain *Interlocal Agreement between Sarasota County, Florida, and LT Ranch Community Development District Relating to the Design, Permitting and Construction of Lorraine Road* (“Interlocal Agreement”), attached hereto as **Exhibit A**, whereby the District and the County set forth their respective agreements, consent, understandings, contributions, duties, and obligations regarding the engineering design, permitting, construction and conveyance of road right-of-way and related easements for the stormwater facilities required for the Road Project and the County’s providing reimbursement to the District; and

WHEREAS, at this time, the District does not presently have, or anticipates that it soon will not have, sufficient funds available to undertake the Road Project; and

WHEREAS, Taylor Morrison of Florida, Inc. (“Developer”) has agreed to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering and construction of the Road Project, as memorialized by the

Construction Funding Agreement (Lorraine Road), entered into between the District and Developer on February 24, 2023 (“Construction Funding Agreement”), and attached hereto as **Exhibit B**; and

WHEREAS, the Board desires to ratify, confirm and approve the actions of the District Chair in entering into the Interlocal Agreement and Construction Funding Agreement.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT:

1. FINDINGS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. RATIFICATION, CONFIRMATION AND APPROVAL. The actions of the District Chair in entering into the Interlocal Agreement and Construction Funding Agreement, attached hereto as **Exhibit A** and **Exhibit B**, respectively, are hereby ratified, confirmed and approved.

3. CONFLICTS. If any provision of this Resolution is held to be in conflict with another resolution of the District, the resolutions shall be read to harmony to the extent possible, and, otherwise, the terms of this Resolution shall control with respect to the subject matter addressed herein.

4. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

5. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of March 2023.

WITNESS:

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

James P. Ward, Secretary

John Wollard, Chairperson

Exhibit A: Interlocal Agreement
Exhibit B: Construction Funding Agreement

March 3, 2023

LT Ranch Board of Supervisors
c/o James P. Ward
JPWard & Associates, LLC
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308

RE: Lorraine Road Extension, and
Resolution 2023-17, Interlocal Agreement and Funding Agreement

Dear Jim,

I am writing to provide some background on the proposed Resolution 2023-17 (“Resolution”), by which the LT Ranch Community Development District’s (“District”) Board of Supervisors would approve (1) that certain *Interlocal Agreement between Sarasota County, Florida, and LT Ranch Community Development District relating to the Design, Permitting and Construction of Lorraine Road* (“Interlocal Agreement”), and (2) that certain *Construction Funding Agreement (Lorraine Road)* (“Funding Agreement”) between the District and Taylor Morrison of Florida, Inc. (“Developer”). Generally stated, the Interlocal Agreement and Funding Agreement authorize and require that the District acquire and construct a 1.95-mile segment of Lorraine Road, and that Taylor Morrison of Florida, Inc. (“Developer”) fund any such work.

Here are the key aspects of the Interlocal Agreement and Funding Agreement:

1. The Interlocal Agreement includes a number of obligations:
 - a. The District must design and construct a 1.95-mile segment of Lorraine Road as well as certain related stormwater facilities (together, “Roadway Project”).
 - b. The District shall convey to the County by special warranty deed certain right-of-way for as well as an easement for stormwater facilities, all of which improvements are part of the Roadway Project.
 - c. The District is obligated to procure all design and construction services through public bids, and require its contractors to conduct the Roadway Project in accordance with an appropriate standard of care.
 - d. The District is obligated to require its contractors to maintain certain insurance for the Roadway Project work.
 - e. The Interlocal Agreement requires that the District cooperate with other parties who are undertaking similar design and construction projects that connect to Lorraine Road.

- f. The Interlocal Agreement requires that the District obtain County approval for the plans associated with the Roadway Project within six months from the date the plans are submitted to the County.
 - g. The Interlocal Agreement requires that the District begin construction of the Roadway Project within six months from the issuance of the necessary project approvals.
 - h. The Interlocal Agreement contemplates that the District will be reimbursed approximately \$9.96 million in cash and/or mobility fee credits for undertaking various aspects of the Roadway Project. Because the Developer is funding the Roadway Project, the District is required to provide to the Developer any such cash or credit reimbursements that might be available from the design and/or construction of the Roadway Project.
2. The Funding Agreement includes the following provisions:
- a. The Developer is obligated to fund all obligations of the District under the Interlocal Agreement, including but not limited to all costs of the design and construction of the Roadway Project.
 - b. The Developer is obligated to provide to the District – at no cost to the District - all performance, maintenance, warranty, and other bonds that may be required by the County.
 - c. The Developer is obligated to provide to the District - at no cost to the District - all real estate interests that the District is required to provide to the County under the Interlocal Agreement.
 - d. The Funding Agreement further addresses cash and credit reimbursements as described in section 1.h. above.
 - e. After completion of the Roadway Project, the District will be responsible to operate and maintain the right-of-way, stormwater, and other improvements that may be developed as part of the Roadway Project.

Please distribute this memorandum to the District's Board Supervisors and in connection with their consideration of the Resolution. I hope this information is helpful to the Board. That said, this memorandum is qualified in its entirety by the specific terms of the Resolution, Interlocal Agreement and Funding Agreement, and Board Supervisors should carefully study these documents prior to consideration of the Resolution.

Please let me know if you have any questions. I can be reached at 850-528-6152.

Sincerely,

/s/ Jere Earlywine

Jere L. Earlywine

Prepared by and return to:



WILLIAMS PARKER
ATTORNEYS AT LAW • ESTABLISHED 1925

200 S. Orange Avenue

Sarasota, FL 34236

941-366-4800

Attention: Charles D. Bailey, III, Esq.

INTERLOCAL AGREEMENT BETWEEN
SARASOTA COUNTY, FLORIDA, AND LT RANCH
COMMUNITY DEVELOPMENT DISTRICT
RELATING TO THE DESIGN, PERMITTING AND CONSTRUCTION
OF LORRAINE ROAD

This “Interlocal Agreement Between Sarasota County, Florida, and LT Ranch Community Development District Relating to the Design, Permitting and Construction of Lorraine Road” (this “Agreement”) is made and entered by and between, Sarasota County, a political subdivision of the State of Florida (the “County”), and LT Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “District”) (collectively, the County and the District may be referred to as the “Parties” or, singularly, a “Party”).

RECITALS:

- A. The District is established pursuant to Chapter 190, *Florida Statutes*, with general and special powers to provide for public infrastructure which benefits the District, including the design and implementation of elements of a regional roadway network. The District embraces the land described in Exhibit “A,” attached hereto and made a part hereof (“District Lands”).
- B. The residents of the District and the County will be benefitted by an approximately 1.95-mile segment of Lorraine Road (classified as a 4-lane Minor Arterial Road as shown on Maps 10-8 and 10-9, Chapter 10 of the Comprehensive Plan) which the County desires to be constructed, in order to ultimately provide an important roadway corridor benefitting the District and the County extending over 8 miles from Clark Road (SR 72) to Knights Trail Road (“Lorraine Road”).
- C. A corridor study for Lorraine Road and Ibis Street has been prepared pursuant to the “Interlocal Agreement Between Sarasota County, Florida, and the Lakes of Sarasota Community Development District Relating to the Lorraine Road and Ibis Street Corridor Study,” entered into by the Lakes of Sarasota Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, (“Lakes CDD”) and the County, known as Contract No. 2021-129, and recorded in Official Records Instrument # 2023028800, Public Records of Sarasota County, Florida (the “Corridor Study Agreement”).
- D. The corridor study described in Recital C, above, was performed by Stantec Consulting Services, Inc., and is entitled “Lorraine Road Extension ‘Missing Link’ Northern Leg” (signed and sealed August 24, 2021) (the “Corridor Study”).

- E. The approximately 1.38-mile Lorraine Road “Existing Segment” identified in the Corridor Study and the northern approximately 0.57-mile Lorraine Road segment within the Corridor Study’s “Study Area” (which, cumulatively, constitute the approximately 1.95-mile segment of the future extension of Lorraine Road referred to in Recital B, above) are depicted on Exhibit “B,” attached hereto and made a part hereof, and are referred to in this Agreement as the “Road Project.” (The remaining segments of Lorraine Road south of the Road Project are addressed by separate agreements the County is entering with other parties as described in Section 2.F, below.)
- F. The County and Lakes CDD entered the Corridor Study Agreement for the purpose of providing the necessary first element of the Road Project; that is, establishing the Road Project’s alignment and examining pertinent issues associated with its ultimate construction, including environmental features, future land use, and economic factors.
- G. As the completed Corridor Study establishing the Road Project’s alignment has been delivered to and approved and accepted by the County as to Alignment Option 3 identified therein, including approval and acceptance of the corridor study for the segment of Lorraine Road that is the subject of the Palmer Ranch Agreement known as Sarasota County Contract No. 2021-130, the Parties are entering this Agreement to cooperate in providing for the design, permitting, and construction of the Road Project to consist of the approximately 1.95 mile of the 4-laned minor arterial roadway within 150-feet of right-of-way (the “ROW”), together with easements over the District’s stormwater facilities necessary to serve the 4-laned minor arterial roadway improvements (“Stormwater Facilities”), all of which are to be conveyed to the County pursuant to the terms of this Agreement.
- H. The Parties agree that the proposed District cost and schedule for performing the engineering design, permitting, and construction of the Road Project are estimated to be less and shorter than what the County could self-perform.
- I. The Road Project is a “Transportation Facility Project” shown on the Mobility Plan Corridors Map A described in Chapter 70, Article XII, Sarasota County Code, relating to the County’s Mobility Fees, the engineering design, permitting and construction cost of which is eligible for mobility fee credit pursuant to Section 70-510(a), Sarasota County Code.
- J. The County’s FY 2023 - 2027 Capital Improvement Program includes the “Lorraine Road Project” No. 9500 for the purpose of performing the engineering design, permitting, construction, and acquisition of right-of-way and related easements for the Stormwater Facilities required for the Road Project.
- K. The District is willing to complete the engineering design, permitting, construction, and conveyance of right-of-way and related easements for the Stormwater Facilities required for the Road Project in exchange for “Reimbursement” of its reasonable costs as described and defined herein.
- L. A fixed sum of \$9,956,335.80 represents the reasonable costs associated with the engineering design, permitting, construction, and conveyance of right-of-way and related easements for the

Stormwater Facilities required for the Road Project, which amount is programmed and fully-funded in the CIP Project referenced in Recital J, above (the "Reimbursement").

- M. The County shall pay the Reimbursement to the District in the form of \$4,886,335.80 in mobility fee credit ("Credit") and \$ 5,070,000.00 in cash ("Cash") as more particularly described in this Agreement.
- N. The Parties are each authorized to enter into this Agreement pursuant to Section 163.01, *Florida Statutes*.
- O. The Parties are entering this Agreement to set forth their respective agreements, consent, understandings, contributions, duties, and obligations regarding the engineering design, permitting, construction, and conveyance of road right-of-way and related easements for the Stormwater Facilities required for the Road Project and the County's providing Reimbursement to the District.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1. RECITALS. The Parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. DISTRICT'S OBLIGATIONS. The District shall complete the engineering design, permitting, and construction of the Road Project consistent with Alignment Option 3 of the Corridor Study as approved and accepted by the County, and in accordance with the regulatory requirements of the County and any other governmental agency having permitting authority over the Road Project, and in doing so, shall comply with the following:

A. Road Project Scope; Reimbursement Due District. Consistent with Recitals E and G, above, the Road Project represents the northernmost approximately 1.95-mile segment of Lorraine Road which consists of: (i) the 1.38-mile Lorraine Road "Existing Segment" identified in the Corridor Study; and (ii) the northern approximately 0.57-mile Lorraine Road segment within the Corridor Study's "Study Area" ("Southward Extension").

(1) *Conveyance of the Right-of-Way and Stormwater Facilities.* The District shall convey to the County by Special Warranty Deed the ROW to accommodate the Improvements (defined hereinbelow) and a Public/Private Stormwater Management and Drainage Easement Agreement over the Stormwater Facilities at the closing described in Section 3.A(1), below. The ROW and Stormwater Facilities described herein are more particularly identified on Exhibit "C," attached hereto and made a part hereof by this reference. The "Special Warranty Deed" shall be in substantial accordance with the instrument contained in Exhibit "D," attached hereto and made part hereof. The "Public/Private Stormwater Management and Drainage Easement Agreement" shall be in substantial accordance with the instrument contained in Exhibit "E," attached hereto and made part hereof. The Reimbursement paid by County to the District includes the value of 48 feet of the ROW and the value associated with the

proportionate share of the Stormwater Facilities' volume used to serve the County Improvements (defined hereinbelow) which values are included in the Credit provided under this Agreement. Section 124-271, *Unified Development Code*, (Figure VOS-10) calls for 128 feet of right-of-way width for Lorraine Road. The ROW provided under this Agreement is 150 feet in width consistent with what is reflected in the rezoning relating to the District Lands (Sarasota County Ordinance No. 2016-077). The District may provide berms, landscaping, signage, and other improvements within the additional 22 feet of the ROW (the outer 11 feet on each side of the ROW), subject to it entering an interlocal agreement, right-of-way use agreement, or similar agreement with the County. The Stormwater Facilities are located on five (5) separate parcels, the northern four (4) of which have been platted (Tracts 701, 703, 707, and 709, as described in Exhibit "C" and Exhibit "E." The fifth, southernmost tract to contain Stormwater Facilities is currently owned by Taylor Morrison of Florida, Inc., a Florida corporation ("TM") and has not yet been platted (Tract 762 as described in Exhibit "C"). However, consistent with its Joinder and Consent to this Agreement, TM shall complete the platting of such tract and cause it to be turned over to the District to be conveyed the County within one (1) year of the Effective Date of this Agreement.

(2) *District Improvements; Outside Lanes and Related Stormwater Facilities.* The Existing Segment consists of the completed two outside lanes with all related roadway improvements and Stormwater Facilities necessary to serve such roadway improvements. Pursuant to the terms of this Agreement, the District shall, design, permit, and construct the Southward Extension to extend the Existing Segment's two outside lanes with all related roadway improvements, Stormwater Facilities necessary to serve such improvements (the two outside lanes within the Existing Segment and Southward Extension and the Stormwater Facilities serving them, may, collectively, be referred to as the "District Improvements"). The District shall receive no consideration from the County for the costs associated with the District Improvements and, thus, such costs are not included in the Reimbursement.

(3) *County Improvements; Inside Lanes and Related Stormwater Facilities.* District shall design, permit, and construct the two inside lanes the entire length of the Roadway Project (within both the Existing Segment and the Southward Extension) with all related roadway improvements and Stormwater Facilities necessary to serve such roadway improvements (collectively, the "County Improvements"). The County shall be responsible for the District's costs associated with designing, permitting, and constructing the County Improvements and, thus, such costs are included in the Reimbursement (Credit as to the design and permitting and the Cash as to the construction). (The District Improvements and the County Improvements, may, collectively, be referred to as the "Improvements.")

B. Engagement of Consultants and Contractors. The District shall engage one or more design engineering professional consultants, licensed and registered with the State of Florida, for the design and permitting of the uncompleted portion of the Road Project (the County Improvements and the uncompleted portions of the District Improvements (i.e., the 2 outside lanes of the Southward Extension)) in accordance with Section 190.033, *Florida Statutes*. Further, upon issuance of all necessary approvals from the County and any other governmental agency having permitting authority, the District shall engage one or more contractors, licensed and registered with the State of Florida, for the construction of the uncompleted portion of the Road Project in accordance with Section 190.033, *Florida Statutes*. Prior to initiating the services described herein, the District will provide County with copies of all applicable documents (e.g., resolutions, request for proposals package(s), notices, proposals, etc.) demonstrating the District's consultant selection process along with how the District adhered to Section 190.033, *Florida Statutes*.

C. County Review. Within one (1) year of the Effective Date of this Agreement, the District shall submit to the County the final engineering design plans for the uncompleted portion of the Road Project with the required application for same and all necessary supporting documents (collectively, “the Plans”) for the County’s regulatory review. The Plans shall be submitted to the County in both hard copy and electronic copy for review and approval by all relevant departments and agencies in accordance with the County’s current submittal procedures and practices. The County Improvements and the uncompleted portions of the District Improvements may, at the District’s option, be embraced by separate sets of Plans submitted to the County for review and processing.

D. Standard of Care.

(1) *Design Professional.* The District agrees to require its design engineering professional(s) to exercise the appropriate standard of care throughout said professional’s preparation, filing, review, and processing of the Plans for permitting of the uncompleted portion of the Road Project.

(2) *Contractor.* The District agrees to require its contractor(s) to exercise the appropriate standard of care throughout the construction of the Road Project.

E. Insurance.

(1) *Design Professional.* The District agrees to require the design engineering professional firm(s) that it engages for preparation of the design and permitting of the uncompleted portion of the Road Project to maintain professional liability insurance with limits of not less than \$1,000,000.00 for professional services rendered in accordance with this Agreement.

(2) *Contractors.* The District agrees to require the contractor(s) that it engages construct the uncompleted portion of the Road Project to maintain general liability insurance with limits of not less than \$1,000,000.00 for general liability rendered in accordance with this Agreement and provide a payment and performance bond consistent with Section 255.05, *Florida Statutes*.

F. Coordination with Other Parties.

(1) *Concurrent Design and Permitting Process for Balance of Lorraine Road Addressed by Corridor Study.* The design and permitting of the approximately 2.42 miles of Lorraine Road south of the Road Project (representing the balance of the Lorraine Road Alternative Option 3 addressed by the Corridor Study, extending from the southern limit of the Road Project to the north boundary of lands owned by McCann which are the subject of the Palmer Ranch Agreement defined hereinbelow) is being addressed pursuant to a separate agreement the County is entering with the Lakes CDD (the “Lakes CDD Agreement”). The District shall use best efforts to coordinate the preparation of the Plans for the Road Project addressed by this Agreement with the Lakes CDD as it prepares the design plans for the segment of Lorraine Road that is the subject of the Lakes CDD Agreement (Sarasota County Contract No. _____), in addition to using its best efforts to coordinate the joint submittal of such plans (i.e., the Plans addressed by this Agreement and the design plans addressed by the Lakes CDD Agreement) to the County and any other governmental agency having permitting authority in order to obtain the necessary permits for same.

(2) *Concurrent Design and Permitting Process for Lorraine Road South of Corridor Study.* The design and permitting of Lorraine Road extending southward from the southern limit of the Corridor Study will transect a parcel of land owned by McCann Holdings, Ltd., a Florida limited partnership (“McCann”) (extending approximately 2.93 miles) and a parcel owned by the County (extending approximately 0.77 mile) to connect to Knights Trail Road. Design plans are concurrently being prepared for such segment of Lorraine Road by McCann and Palmer Ranch Holdings, Ltd., a Florida limited liability partnership (“Palmer Ranch”), pursuant to a separate agreement those entities are entering with the County (the “Palmer Ranch Agreement”). The District shall use best efforts to coordinate the preparation of the Plans for the Road Project addressed by this Agreement with McCann and Palmer Ranch as they prepare the design plans for the segment of Lorraine Road that is the subject of the Palmer Ranch Agreement (Sarasota County Contract No. _____ - _____), in addition to using its best efforts to coordinate the joint submittal of such plans (i.e., the Plans addressed by this Agreement and the design plans addressed by the Palmer Ranch Agreement) to the County and any other governmental agency having permitting authority in order to obtain the necessary permits for same.

G. Completion.

(1) *Design and Permitting.* The District shall diligently process the Plans with the County and obtain issuance of the County approval for same within six (6) months from the date the Plans are submitted to the County pursuant to Section 2.C, above, subject to force majeure.

(2) *Construction.* The District shall commence construction of the uncompleted portion of the Road Project no later than six (6) months from the issuance of the last of the necessary approvals by the County and any other governmental agency having permitting authority. Once construction is commenced, District shall diligently carry out construction to completion.

SECTION 3. COUNTY’S OBLIGATIONS.

A. Reimbursement of District. Pursuant to Section 70-510, *Sarasota County Code*, County shall pay the District the Reimbursement (\$9,956,335.80), by granting the Credit and paying Cash as described in this Section 3. The Reimbursement cumulatively represents the amounts set forth in Sections 3.A(1), (2), and (3), below.

(1) *Reimbursement (Credit) for conveyance of ROW, Improvements, and Stormwater Facilities; Closing.*

(a) *Conveyance and Credit Issuance.* The Reimbursement includes \$3,772,022.79 in Credit for the value of 48 feet of the ROW, the value associated with the proportionate share of the Stormwater Facilities’ volume used to serve the County Improvements, as reflected in Exhibit “C,” and the value of street lighting improvements contained within the ROW. Within sixty (60) days of the Effective Date of this Agreement, District shall execute and deliver to the County the Special Warranty Deed for the ROW, a bill of sale for the completed Improvements within the ROW (including, but not limited to, the street lighting improvements), and the Public/Private Stormwater Management and Drainage Easement Agreement over the Stormwater Facilities at a closing to occur consistent with this Section 3.A(1). At closing, County shall issue to District \$3,772,022.79 in Credit to be applied to mobility fees otherwise

assessed by the County for development, in accordance with Chapter 70, Article XII, *Sarasota County Code*.

(b) Closing.

(i) Title Insurance. County, at County's cost, may elect to obtain title insurance on the ROW. The District will furnish a resolution of the District's Board of Supervisors confirming the signatory's authority to execute the instruments of conveyance on behalf of the District. At closing, County shall provide the instruments and the Parties shall execute any additional documents required to effect closing, including but not limited to, a bill of sale for the completed Improvements within the ROW, closing statements, an owner's affidavit, joinders and consents to the conveyances by the District, instruments necessary to address title exceptions if necessary to satisfy the County, and other customary documents. Closing shall be held at the Office of the County Attorney, 1660 Ringling Boulevard, or other place designated by County. The District shall pay any documentary stamp taxes and recording fees. The District shall convey marketable title subject only to liens, encumbrances, exceptions, and encumbrances set forth in this Agreement, if any. Marketable title shall be determined according to current applicable Title Standards adopted by authority of the Florida Bar.

(ii) Taxes. Tangible property taxes shall be paid in their entirety by District. Real property taxes, if any (as real property taxes are not assessed on lands owned by the District), shall be paid by District through the closing or District shall deposit current year taxes in escrow with the Sarasota County Tax Collector as provided in Section 196.295, *Florida Statutes*.

(iii) Liens. The District shall furnish to County at time of closing an affidavit attesting to the absence of any financing statements, claims of lien or liens known to the District and further attesting that there have been no improvements or repairs to the ROW for forty-five (45) days immediately preceding the closing, except as such exceptions relate to the construction of the Road Project. Liens for special assessments shall be paid by the District prior to the closing or credited to County as hereinafter provided. The amount of a certified lien shall be discharged by the District prior to the closing, and District shall provide receipts, satisfactions or releases proving such payment. The amount of any pending lien shall be assumed by County with an appropriate credit given to County against the purchase price (i.e., thereby reducing the Credit the County is to issue the District by the amount of the lien). At such time as the full amount of said lien is determined the difference between the amounts shall be paid to the Party that is entitled to the adjustment.

(iv) Special Warranty Deed; Matters of Record. The Parties acknowledge that the ROW being conveyed to the County by Special Warranty Deed is or likely will be subject to certain matters of record, including recorded subdivision plats, Amended and Restated Declaration of Covenants, Conditions and Restrictions, as amended, and possibly other matters which are consistent with County's ownership in and use of the ROW. The Parties agree that any such matters of record shall be referenced in the Special Warranty Deed by their recording information as identified in the County's title commitment.

(2) *Reimbursement (Credit) for Design and Permitting of the County Improvements.* The Reimbursement includes \$1,181,800.00 for costs associated with the design and permitting of the County Improvements, which shall be provided in the form of Credit and Cash as provided herein. Credit in the

amount of \$1,114,313.01 shall be issued by County to District within thirty (30) days of County issuing approval of the Plans embracing the County Improvements. Such Credit shall be applied to mobility fees otherwise assessed by the County for development, in accordance with Chapter 70, Article XII, *Sarasota County Code*. The remaining \$67,486.99 of Reimbursement due for design and permitting shall be paid in Cash as provided in Section 3.A.(3), below.

(3) *Reimbursement (Cash) for Construction of the County Improvements.* The Reimbursement includes the payment of the Cash (\$5,070,000.00) for costs associated with the construction of the County Improvements (\$5,002,171.00) and the balance of the Reimbursement due for the design and permitting of the County Improvements (\$67,486.99) referenced in Section 3.A.(2), above. The Cash shall be paid by County to District upon completion of the County Improvements. District shall additionally provide the County with a statement reflecting the costs documented by paid invoice, including the time and deliverables associated with the project .

B. Assignment of Credit. In accordance with the express terms herein, the District shall have the right to assign the Credit (\$4,886,335.80) to be used and applied to development occurring within the District Lands. The Parties anticipate, however, that the remaining proposed development within the District Lands is not sufficient to fully exhaust the Credit. Thus, the District shall have the right to assign Credit to be used and applied to development occurring on other lands within the County’s Central Mobility Fee District as provided herein.

Consistent with the foregoing paragraph, the Parties intend that Credit will be assigned to be applied to development occurring within the land immediately south of and contiguous to the District Lands, described in Exhibit “F,” attached hereto and made a part hereof (“Southern Land”), if such Southern Land is purchased by TM. The Southern Land is currently owned by others and TM is its contract purchaser. If the Southern Land is purchased by TM on or before July 1, 2024, then District shall assign Credit to be applied to development occurring within the Southern Land so that the full amount of the Credit can be exhausted (on development occurring within the District Lands, together with the development occurring within the Southern Land).

If, however, the Southern Land is not purchased by TM on or before July 1, 2024, then District shall have the right to assign Credit to be applied to development occurring in up to two other parcels within the County’s Central Mobility Fee District.

Credit assigned by District under this Section 3.B shall be by written instrument in a form acceptable to the County Attorney and shall include the legal description and parcel identification number(s) of the land to which the Credit is being transferred, a citation to the overall County development order in effect for the land receiving the transfer, and the amount of Credit that is the subject of the transfer. Upon recording such assignment instrument in the Public Records of Sarasota County, Florida, the District shall provide a copy of same to the County with a written notice consistent with Section 6, below. Credit assigned by the District pursuant to this provision shall only be used as a credit to offset mobility fees imposed upon development within the District Lands, the Southern Land, or such other (up to two) parcels within the County’s Central Mobility Fee District, and shall not be used as a basis to claim and will not entitle the assignee to reimbursement for mobility fees previously paid.

C. Applicant for Certificates of Occupancy. Under Chapter 70, Article XII, *Sarasota County*

Code, the County assesses and collects mobility fees from the applicant at the time of issuance of certificate of occupancy. At the time the District or its assignees request a certificate of occupancy for development within the District Lands, the County shall apply Credit to offset the amount of mobility fees otherwise due but not against any service charges imposed as part of the mobility fee system. No party other than the District or its assignees shall be entitled to use the Credit.

D. Notice to Purchasers. Upon the recording of this Agreement in the Public Records of Sarasota County, Florida, pursuant to Section 20, below, this provision shall put the District and its successors and assigns on notice of the rights created hereunder and shall be binding upon the District and its successors and assigns as described herein.

SECTION 4. FORCE MAJEURE. In the event that the District's or County's performance of their respective obligations under the terms of this Agreement is prevented or delayed by consequence of a Force Majeure, neither the District nor the County shall be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the performance of their respective obligations pursuant to this Agreement, as reasonably determined by the Parties. The term "Force Majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, pandemics, delays by carriers, inability to obtain materials or right of way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein. This Section shall not apply to force majeure events caused by the District and County, or any party under their respective control.

SECTION 5. LIABILITY. The Parties shall not be deemed to assume any liability for the negligent, intentional, or wrongful acts or omissions of the other or the other's officers, employees, consultants, or contractors. Nothing contained herein shall be construed as a waiver by a party of the liability limits established in Section 768.28, *Florida Statutes*, other statute, or common law. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 6. NOTICES. Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by registered or certified mail, postage prepaid and certified return receipt requested, or by a recognized national overnight delivery service to the office of the applicable Party and addressed as follows:

The Parties:

To the County:
County Administrator
1660 Ringling Boulevard
Second Floor
Sarasota, Florida 34236

Copy to:
County Attorney
1660 Ringling Boulevard
Second Floor
Sarasota, Florida 34236

To the District:
LT Ranch Community Development District
c/o Jim Ward, District Manager
2301 NE 37 Street
Fort Lauderdale, FL 33308

Copy to:
Jere L. Earlywine, Esq.
KutakRock, Attorneys at Law
107 W. College Avenue
Tallahassee, FL 32301

Copy to:
Charles D. Bailey, III, Esq.
Williams Parker
200 South Orange Avenue
Sarasota, FL 34236

or to such other address as the Party may direct by written notice to the Parties. Each such notice or other communication shall be deemed delivered (a) on the date delivered if done so by hand or (b) on the date deposited in the U.S. mail or with an overnight delivery service.

SECTION 7. ADMINISTRATIVE AGENT. The County's Administrative Agent is designated to act on behalf of the County and to administer the terms and conditions of this Agreement. The Administrative Agent is the County Administrator or designee.

SECTION 8. LEGAL FEES AND COSTS. The Parties agree to bear the expense of their respective legal fees and costs associated with the negotiation and preparation of this Agreement, as well as any actions enforcing the terms of this Agreement.

SECTION 9. AMENDMENTS. No change, modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by all of the Parties hereto with the same formality as this Agreement.

SECTION 10. DISPUTE RESOLUTION PROCESS. In the event of a dispute between District and County under this Agreement, the District's Chair or Manager and the County's Administrative Agent or their respective designee(s) shall review such dispute and negotiate a mutually acceptable resolution. The mutual decision of the designated District representative and County's Administrative Agent shall be final. In the event the designated District representative and the County's Administrative Agent are unable to agree, the matter shall be referred to the respective Boards who may

jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in any applicable section of the *Florida Statutes* or other applicable law.

SECTION 11. ENFORCEMENT. In the event of a breach of this Agreement which the Parties are unable to resolve pursuant to the process described in Section 10, above, the Parties shall have all remedies available at law or equity, including but not limited to entitlement to an injunction or similar action in equity to enforce the terms of this Agreement.

SECTION 12. CHOICE OF LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action shall be Sarasota County.

SECTION 13. WAIVER OF JURY TRIAL. The Parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly, and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

SECTION 14. NO THIRD-PARTY RIGHTS. This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended to nor shall be construed to confer upon or give any person, corporation, or governmental entity, other than the Parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenant and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto. This Agreement is solely for the benefit of the herein specifically and formally named Parties and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formally named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the formally named Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the formally named Parties hereto and their respective representatives, successors and assigns.

SECTION 15. PARTIES DRAFTED EQUALLY. The Parties agree that they have played an equal and reciprocal part in drafting this Agreement. Therefore, no provisions of this Agreement shall be construed by any court or other judicial authority against either of the Parties because such party is deemed to have drafted or structured such provisions.

SECTION 16. SEVERABILITY. In the event any term, section, paragraph, sentence, covenant, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalidity is as to a material or substantive obligation of a party in which event this Agreement may thereupon be terminated at the discretion of the adversely affected Party or Parties.

SECTION 17. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and is intended to be a full integration of all prior or contemporaneous agreements, conditions, or undertakings between the Parties with respect to the subject matter hereof. There are no promises, agreements, conditions, undertakings, warranties, or

representations, oral or written, express or implied, among the Parties with respect to the subject matter hereof other than as set forth in this Agreement. Nothing contained herein shall prohibit or restrict the Parties from entering further Agreements addressing other contributions for transportation or other public facilities which may be made by the District and which may be eligible for credit for mobility fees, impact fees, capacity fees or any other fees imposed by the County.

SECTION 18. HEADINGS. The headings and captions contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any manner the meaning or interpretation of this Agreement.

SECTION 19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 20. RECORDING. Within ten (10) days of the Effective Date, the County shall provide the District with a certified copy of this executed Agreement. Within ten (10) days of its receipt from the County, the District shall be responsible for having the certified copy recorded in the Public Records of Sarasota County, Florida.

SECTION 21. EFFECTIVE DATE. The Effective Date of this Agreement shall be made the date of its filing (recording) pursuant to Section 163.01(11), *Florida Statutes*.

SECTION 22. DURATION AND TERM. The term of this Agreement shall be ten (10) years from the Effective Date. This term may be extended by an amendment consistent with Section 9, above. The Credit granted herein shall be available for application during the term of this Agreement. Credit, if any, remaining after the expiration of this Agreement shall be extinguished.

SECTION 23. CALCULATION OF TIME. Unless otherwise stated, references to “days” shall mean and refer to calendar days. If any timeframe provided for in this Agreement ends on a weekend or federal holiday, the timeframe shall be extended to the next business day.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

Dated this ____ day of _____, 2023, as to the County.

“The County”

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners, Sarasota County, Florida

SARASOTA COUNTY, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By the:
BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

Approved as to form and correctness:

By: _____
County Attorney

By: _____
Chair

[District’s Signature Page Follows]

Dated this 29th day of February, 2023, as to the District.

“The District”

WITNESSES:

LT Ranch Community Development District,
a local unit of special-purpose government
established pursuant to Chapter 190, *Florida
Statutes*

[Signature]
Signature of Witness

By: [Signature]
As its Chair

Rita Kollarides
Print Name of Witness

[Signature]
Signature of Witness

Matthew Strauss
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 24th day of February, 2023 by John Wollard as Chair of the LT Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me



[Signature]
Signature of Notary Public
Becky E Hopkins
Print Name of Notary Public

[TM’s Joinder and Consent Follows]

Joinder and Consent of Taylor Morrison of Florida, Inc.

Taylor Morrison of Florida, Inc., a Florida corporation, hereby joins in and consents to the "Interlocal Agreement Between Sarasota County, Florida, and LT Ranch Community Development District Relating to the Design, Permitting and Construction of Lorraine Road" with respect to its obligations under Section 2.A(1) contained therein.

Dated this 24th day of February, 2023, as to TM.

"TM"

WITNESSES:

Taylor Morrison of Florida, Inc.,
a Florida corporation

[Signature]
Signature of Witness

By: [Signature]
John Wollard
as its Vice President

Dita Kilaridawee
Print Name of Witness

[Signature]
Signature of Witness

Matthew Strauss
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 24th day of February, 2023 by John Wollard as Vice President of Taylor Morrison of Florida, Inc., a Florida corporation. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
Signature of Notary Public

Becky E Hopkins
Print Name of Notary Public

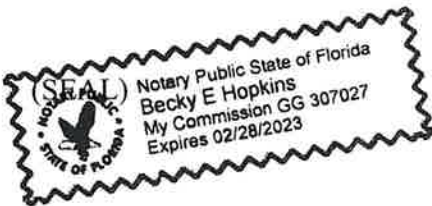


EXHIBIT A

LEGAL DESCRIPTION:

NORTH 937 PARCEL

DESCRIPTION: A parcel of land lying in Sections 15, 16, 21, 22, 27, and 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 15, run thence along the West boundary of said Section 15, N.00°07'11"E., 869.75 feet to a point on the Southerly right of way line of Clark Road (State Road No. 72) per Florida Department of Transportation Right of Way Map Section No. 17070 (105) 2501, said point also being the **POINT OF BEGINNING**; thence along said Southerly right of way line of Clark Road, S.55°49'33"E., a distance of 135.63 feet; thence S.34°10'43"W., a distance of 40.01 feet; thence S.79°10'54"W., a distance of 113.13 feet; thence N.55°49'33"W., a distance of 40.00 feet; thence S.34°10'43"W., a distance of 655.00 feet to a point of curvature; thence Southerly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'16" (chord bearing S.10°49'25"E., 35.36 feet) to a point of tangency; thence S.55°49'33"E., a distance of 523.85 feet; thence S.55°49'53"E., a distance of 554.21 feet; thence N.34°10'27"E., a distance of 799.95 feet to aforesaid Southerly right of way line of Clark Road; thence S.55°49'33"E., a distance of 483.04 feet to a point of intersection with said Southerly right of way line of Clark Road, and Northeasterly extension of the Westerly boundary of that certain parcel of land described in Official Records Book 1913, Page 2939, of the Public Records of Sarasota County, Florida; thence along said Westerly boundary of that certain parcel of land described in Official Records Book 1913, Page 2939, and the Northeasterly extension thereof, S.34°10'27"W., a distance of 330.00 feet to the Southwesterly corner of said certain parcel of land described in Official Records Book 1913, Page 2939; thence along the Southerly boundary of said certain parcel of land described in Official Records Book 1913, Page 2939, S.55°49'33"E., a distance of 660.00 feet to the Southeasterly corner thereof; thence along the Easterly boundary of said certain parcel of land described in Official Records Book 1913, Page 2939, and the Northeasterly extension thereof, N.34°10'27"E., a distance of 330.00 feet to a point on aforesaid Southerly right of way line of Clark Road; thence S.55°49'33"E., a distance of 983.63 feet to the Northwest corner of All Saints Catholic Cemetery, Inc. parcel, recorded in Official Records Instrument 2012125350, of the Public Records of Sarasota County, Florida; thence along the West boundary of said All Saints Catholic Cemetery, Inc. parcel, the following five (5) courses: 1) S.00°21'03"W., a distance of 2039.57 feet; 2) N.88°44'13"E., a distance of 64.00 feet; 3) S.01°15'47"E., a distance of 20.00 feet; 4) S.88°44'13"W., a distance of 64.56 feet; 5) S.00°21'03"W., a distance of 800.54 feet to the Southwest corner of aforesaid All Saints Catholic Cemetery, Inc. parcel; thence along the South boundary of said All Saints Catholic Cemetery, Inc. parcel, N.89°59'29"E., a distance of 1909.43 feet to the centerline of a Sarasota County Permanent Easement, recorded in Official Records Book 527, Page 36, of the Public Records of Sarasota County, Florida; thence Southerly



02018-042

along the said centerline, the following sixteen (16) courses: 1) S.02°21'01"W., a distance of 461.12 feet to a point of curvature; 2) Southerly, 392.67 feet along the arc of a tangent curve to the right having a radius of 955.37 feet and a central angle of 23°32'58" (chord bearing S.14°07'30"W., 389.91 feet) to a point of tangency; 3) S.25°53'59"W., a distance of 688.37 feet to a point of curvature; 4) Southwesterly, 274.42 feet along the arc of a tangent curve to the right having a radius of 1432.69 feet and a central angle of 10°58'29" (chord bearing S.31°23'13"W., 274.00 feet) to a point of tangency; 5) S.36°52'28"W., a distance of 970.29 feet to a point of curvature; 6) Southwesterly, 313.77 feet along the arc of a tangent curve to the right having a radius of 955.37 feet and a central angle of 18°49'03" (chord bearing S.46°16'59"W., 312.36 feet) to a point of tangency; 7) S.55°41'31"W., a distance of 83.50 feet to a point of curvature; 8) Southwesterly, 260.83 feet along the arc of a tangent curve to the right having a radius of 955.37 feet and a central angle of 15°38'34" (chord bearing S.63°30'48"W., 260.02 feet) to a point of tangency; 9) S.71°20'05"W., a distance of 491.95 feet to a point of curvature; 10) Westerly, 160.34 feet along the arc of a tangent curve to the right having a radius of 716.78 feet and a central angle of 12°49'01" (chord bearing S.77°44'36"W., 160.01 feet) to a point of tangency; 11) S.84°09'06"W., a distance of 3.24 feet to a point of curvature; 12) Southwesterly, 374.53 feet along the arc of a tangent curve to the left having a radius of 573.69 feet and a central angle of 37°24'20" (chord bearing S.65°26'56"W., 367.92 feet) to a point of tangency; 13) S.46°44'46"W., a distance of 122.40 feet to a point of curvature; 14) Southwesterly, 342.52 feet along the arc of a tangent curve to the left having a radius of 955.37 feet and a central angle of 20°32'30" (chord bearing S.36°28'31"W., 340.69 feet) to a point of tangency; 15) S.26°12'16"W., a distance of 783.03 feet; 16) S.27°29'11"W., a distance of 2327.29 feet; thence N.62°30'49"W., a distance of 550.00 feet; thence S.27°29'11"W., a distance of 472.90 feet; thence N.19°50'54"W., a distance of 87.77 feet; thence S.84°12'20"W., a distance of 105.61 feet; thence S.57°04'43"W., a distance of 48.69 feet; thence S.32°07'28"W., a distance of 81.84 feet; thence S.59°41'19"W., a distance of 131.53 feet; thence N.43°40'55"W., a distance of 383.94 feet; thence N.46°19'05"E., a distance of 615.59 feet; thence N.62°30'49"W., a distance of 6.34 feet; thence N.39°49'25"E., a distance of 261.29 feet; thence N.09°32'18"E., a distance of 150.84 feet; thence N.20°16'20"W., a distance of 120.10 feet; thence N.39°18'35"W., a distance of 85.19 feet; thence N.38°07'30"E., a distance of 126.41 feet; thence Northerly, 33.15 feet along the arc of a non-tangent curve to the left having a radius of 610.00 feet and a central angle of 03°06'50" (chord bearing N.18°52'01"W., 33.15 feet); thence N.20°25'26"W., a distance of 594.24 feet; thence Northerly, 279.03 feet along the arc of a tangent curve to the right having a radius of 465.00 feet and a central angle of 34°22'51" (chord bearing N.03°14'00"W., 274.86 feet); thence N.62°54'32"W., a distance of 160.58 feet; thence S.27°29'11"W., a distance of 714.44 feet; thence N.62°30'49"W., a distance of 208.43 feet; thence Northwesterly, 111.63 feet along the arc of a tangent curve to the right having a radius of 207.60 feet and a central angle of 30°48'28" (chord bearing N.47°06'36"W., 110.29 feet); thence N.51°46'21"W., a distance of 112.78 feet; thence N.63°58'35"W., a distance of 104.93 feet; thence Southwesterly, 1184.31 feet along the arc of a tangent curve to the left having a radius of 660.08 feet and a central angle of 102°48'02" (chord bearing S.64°37'24"W., 1031.73 feet); thence N.76°46'38"W., a distance of 263.43 feet; thence Westerly, 207.82 feet along the arc of a non-tangent curve to the left having a radius of 1327.32 feet and a central angle of 08°58'15" (chord bearing N.68°28'15"W., 207.61 feet); thence Northwesterly, 259.74 feet along the arc of a reverse curve to the right having a radius of 690.00 feet and a central angle of 21°34'07" (chord bearing N.62°10'19"W., 258.21 feet); thence N.51°23'16"W., a distance of 382.09 feet to the Easterly boundary of a 150.00 foot wide Access

02018-042

Easement, according to that certain Agreement recorded in Official Records Instrument 2015078648, of the Public Records of Sarasota County, Florida; thence along said Easterly boundary the following two (2) courses: 1) Northeasterly, 633.35 feet along the arc of a non-tangent curve to the left having a radius of 1030.00 feet and a central angle of $35^{\circ}13'52''$ (chord bearing $N.31^{\circ}37'36''E.$, 623.42 feet); 2) $N.14^{\circ}00'40''E.$, a distance of 246.93 feet; thence $S.75^{\circ}59'20''E.$, a distance of 176.00 feet; thence $N.14^{\circ}00'40''E.$, a distance of 50.02 feet; thence Northeasterly, 100.66 feet along the arc of a tangent curve to the right having a radius of 89.00 feet and a central angle of $64^{\circ}47'58''$ (chord bearing $N.46^{\circ}24'39''E.$, 95.38 feet); thence $N.05^{\circ}57'59''W.$, a distance of 151.37 feet; thence $N.83^{\circ}57'54''E.$, a distance of 583.45 feet; thence $S.77^{\circ}46'44''E.$, a distance of 43.00 feet; thence Easterly, 262.22 feet along the arc of a non-tangent curve to the left having a radius of 1825.00 feet and a central angle of $08^{\circ}13'57''$ (chord bearing $N.77^{\circ}03'12''E.$, 262.00 feet); thence Easterly, 88.91 feet along the arc of a compound curve to the left having a radius of 1825.01 feet and a central angle of $02^{\circ}47'29''$ (chord bearing $N.71^{\circ}32'29''E.$, 88.90 feet); thence Northeasterly, 107.66 feet along the arc of a compound curve to the left having a radius of 820.00 feet and a central angle of $07^{\circ}31'21''$ (chord bearing $N.66^{\circ}23'04''E.$, 107.58 feet); thence $N.62^{\circ}37'24''E.$, a distance of 282.16 feet; thence $N.25^{\circ}19'23''W.$, a distance of 383.82 feet; thence $S.89^{\circ}36'36''W.$, a distance of 73.34 feet; thence $N.43^{\circ}52'37''W.$, a distance of 119.82 feet; thence $N.64^{\circ}48'41''W.$, a distance of 90.24 feet; thence $N.66^{\circ}23'57''W.$, a distance of 66.02 feet; thence $N.61^{\circ}37'47''W.$, a distance of 67.21 feet; thence $N.19^{\circ}16'38''E.$, a distance of 36.21 feet; thence $N.45^{\circ}23'03''W.$, a distance of 22.98 feet; thence $N.20^{\circ}09'32''E.$, a distance of 38.76 feet; thence $N.36^{\circ}22'38''E.$, a distance of 65.59 feet; thence $S.88^{\circ}25'30''E.$, a distance of 26.84 feet; thence $N.69^{\circ}14'28''E.$, a distance of 59.15 feet; thence $N.69^{\circ}14'28''E.$, a distance of 46.90 feet; thence $N.47^{\circ}17'20''E.$, a distance of 43.50 feet; thence $S.83^{\circ}09'30''E.$, a distance of 151.38 feet; thence $N.07^{\circ}38'28''E.$, a distance of 257.57 feet; thence $N.50^{\circ}34'53''W.$, a distance of 132.53 feet; thence $N.50^{\circ}34'53''W.$, a distance of 62.56 feet; thence Northwesterly, 56.58 feet along the arc of a tangent curve to the right having a radius of 265.00 feet and a central angle of $12^{\circ}14'02''$ (chord bearing $N.44^{\circ}27'52''W.$, 56.48 feet); thence $N.59^{\circ}40'09''W.$, a distance of 129.94 feet; thence $N.59^{\circ}45'40''W.$, a distance of 205.44 feet; thence Northwesterly, 29.09 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of $33^{\circ}19'58''$ (chord bearing $N.43^{\circ}05'41''W.$, 28.68 feet); thence $N.26^{\circ}25'42''W.$, a distance of 60.00 feet to a point on the Easterly boundary of said 150.00 foot wide Access Easement; thence along said Easterly boundary, $N.63^{\circ}34'18''E.$, a distance of 133.23 feet; thence $N.34^{\circ}59'27''W.$, a distance of 75.85 feet to a point on the centerline of said 150.00 foot wide Access Easement; thence along said centerline the following nine (9) courses: 1) $N.63^{\circ}34'18''E.$, a distance of 150.23 feet to a point of curvature; 2) Northeasterly, 1164.84 feet along the arc of a tangent curve to the left having a radius of 955.00 feet and a central angle of $69^{\circ}53'06''$ (chord bearing $N.28^{\circ}37'45''E.$, 1093.96 feet) to a point of tangency; 3) $N.06^{\circ}18'48''W.$, a distance of 1214.80 feet to a point of curvature; 4) Northerly, 515.83 feet along the arc of a tangent curve to the right having a radius of 955.00 feet and a central angle of $30^{\circ}56'52''$ (chord bearing $N.09^{\circ}09'38''E.$, 509.59 feet) to a point of tangency; 5) $N.24^{\circ}38'04''E.$, a distance of 699.55 feet to a point of curvature; 6) Northerly, 401.96 feet along the arc of a tangent curve to the left having a radius of 955.00 feet and a central angle of $24^{\circ}06'58''$ (chord bearing $N.12^{\circ}34'35''E.$, 399.00 feet) to a point of tangency; 7) $N.00^{\circ}31'06''E.$, a distance of 255.04 feet to a point of curvature; 8) Northerly, 1683.14 feet along the arc of a tangent curve to the right having a radius of 2865.00 feet and a central angle of $33^{\circ}39'37''$ (chord bearing $N.17^{\circ}20'54''E.$, 1659.04 feet) to a point of tangency; 9) $N.34^{\circ}10'43''E.$, a distance of 1104.05 feet to aforesaid

Southerly right of way line of Clark Road; thence along said Southerly right of way line of Clark Road, S.55°49'33"E., a distance of 74.37 feet to the **POINT OF BEGINNING**.
Containing 937.304 acres, more or less.

Together with

LT RANCH ADDITIONAL PARCEL "A"

DESCRIPTION: A parcel of land lying in Sections 27, 28 and 33, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence along the East boundary of said Section 28, S.00°01'11"E., a distance of 4643.93 feet to the **POINT OF BEGINNING**; thence S.62°30'49"E., a distance of 261.37 feet to the centerline of a Sarasota County Permanent Easement, recorded in Official Records Book 527, Page 36, of the Public Records of Sarasota County, Florida; thence Southerly along the said centerline, S.27°29'11"W., a distance of 706.58 feet; thence N.62°30'49"W., a distance of 803.59 feet; thence N.59°41'19"E., a distance of 131.53 feet; thence N.32°07'28"E., a distance of 81.84 feet; thence N.57°04'43"E., a distance of 48.69 feet; thence N.84°12'20"E., a distance of 105.61 feet; thence S.19°50'54"E., a distance of 87.77 feet; thence N.27°29'11"E., a distance of 472.90 feet; thence S.62°30'49"E., a distance of 288.63 feet to the **POINT OF BEGINNING**.

Containing 10.078 acres, more or less.

Together with

LT RANCH ADDITIONAL PARCEL "B"

DESCRIPTION: A parcel of land lying in Section 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence along the East boundary of said Section 28, S.00°01'11"E., a distance of 4643.93 feet; thence N.62°30'49"W., a distance of 288.63 feet; thence S.27°29'11"W., a distance of 472.90 feet; thence N.19°50'54"W., a distance of 87.77 feet; thence S.84°12'20"W., a distance of 105.61 feet; thence S.57°04'43"W., a distance of 48.69 feet; thence S.32°07'28"W., a distance of 81.84 feet; thence S.59°41'19"W., a distance of 131.53 feet; thence N.43°40'55"W., a distance of 383.94 feet; thence N.43°40'55"W., a distance of 50.55 feet; thence N.88°09'08"E., a distance of 13.22 feet; thence N.68°57'37"E., a distance of 20.59 feet; thence N.55°00'32"E., a distance of 27.49 feet; thence N.43°21'45"E., a distance of 23.32 feet; thence N.46°23'50"E., a distance of 24.79 feet; thence N.42°52'46"E., a distance of 14.61 feet; thence N.51°22'55"E., a distance of 42.08 feet; thence N.28°57'29"W., a distance of 85.01 feet; thence N.43°37'04"E., a distance of 93.41 feet; thence N.37°15'47"E., a distance of 58.78 feet; thence N.22°32'15"E., a distance of 158.16 feet; thence N.08°19'05"E., a distance of 62.59 feet; thence N.03°46'48"E., a distance of 149.74 feet; thence N.25°25'22"E., a distance of 174.19 feet; thence N.08°46'38"W., a distance of 182.89 feet; thence N.42°13'41"W., a distance of 464.45 feet; thence N.85°47'13"W., a distance of 58.85 feet; thence S.27°29'11"W., a distance of 6.91 feet; thence N.62°30'49"W., a distance of 16.08 feet to the **POINT OF BEGINNING**; thence N.85°47'13"W., a distance of 15.67 feet; thence N.85°47'14"W., a distance of 707.72 feet; thence S.82°50'50"W., a distance of 168.62 feet; thence N.25°29'14"W., a distance of 277.15 feet; thence Easterly, 593.47 feet along the arc of a non-tangent curve to the right having a radius of 660.08 feet and a central angle of 51°30'52" (chord bearing S.89°44'01"E., 573.68 feet); thence S.63°58'35"E., a distance of 104.93 feet; thence S.51°46'21"E., a distance of 112.78 feet; thence Southeasterly, 111.63 feet along the arc of a non-tangent curve to the left having a radius of 207.60 feet and a central angle of 30°48'28"

(chord bearing S.47°06'36"E., 110.29 feet); thence S.62°30'49"E., a distance of 192.35 feet to the **POINT OF BEGINNING.**

Containing 4.603 acres, more or less.

Together with

LT RANCH ADDITIONAL PARCEL "C"

DESCRIPTION: A parcel of land lying in Section 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence along the North boundary of said Section 28, N.89°42'20"W., a distance of 1782.38 feet to a point on the Centerline of a 150.00 foot wide Access Easement, according to that certain Agreement recorded in Official Records Instrument 2015078648, of the Public Records of Sarasota County, Florida; thence along said Centerline of the 150.00 foot wide Access Easement, the following two (2) courses: 1) Southwesterly, 310.53 feet along the arc of a non-tangent curve to the right having a radius of 955.00 feet and a central angle of 18°37'49" (chord bearing S.54°15'23"W., 309.16 feet); 2) S.63°34'18"W., a distance of 150.23 feet; thence S.34°59'27"E., a distance of 75.85 feet to a point on the Easterly boundary of the aforesaid 150.00 foot wide Access Easement; thence along said Easterly boundary of the 150.00 foot wide Access Easement, S.63°34'18"W., a distance of 133.23 feet to the **POINT OF BEGINNING**; thence S.26°25'42"E., a distance of 59.84 feet; thence Southeasterly, 29.09 feet along the arc of a tangent curve to the left having a radius of 50.00 feet and a central angle of 33°19'58" (chord bearing S.43°05'41"E., 28.68 feet); thence S.59°45'40"E., a distance of 205.44 feet; thence S.59°40'09"E., a distance of 129.94 feet; thence Southeasterly, 56.58 feet along the arc of a non-tangent curve to the left having a radius of 265.00 feet and a central angle of 12°14'02" (chord bearing S.44°27'52"E., 56.48 feet); thence S.50°34'53"E., a distance of 62.56 feet; thence S.50°34'53"E., a distance of 132.53 feet; thence S.07°38'28"W., a distance of 257.57 feet; thence N.83°09'30"W., a distance of 151.38 feet; thence S.47°17'20"W., a distance of 43.50 feet; thence S.69°14'28"W., a distance of 46.90 feet; thence S.69°14'28"W., a distance of 59.15 feet; thence N.88°25'30"W., a distance of 26.84 feet; thence S.36°22'38"W., a distance of 65.59 feet; thence S.20°09'32"W., a distance of 38.76 feet; thence S.45°23'03"E., a distance of 22.98 feet; thence S.19°16'38"W., a distance of 36.21 feet; thence S.61°37'47"E., a distance of 67.21 feet; thence S.66°23'57"E., a distance of 66.02 feet; thence S.64°48'41"E., a distance of 90.24 feet; thence S.43°52'37"E., a distance of 119.82 feet; thence N.89°36'36"E., a distance of 73.34 feet; thence S.25°19'23"E., a distance of 383.82 feet; thence S.62°37'24"W., a distance of 282.16 feet; thence Southwesterly, 107.66 feet along the arc of a tangent curve to the right having a radius of 820.00 feet and a central angle of 07°31'21" (chord bearing S.66°23'04"W., 107.58 feet); thence Westerly, 88.91 feet along the arc of a compound curve to the right having a radius of 1825.01 feet and a central angle of 02°47'29" (chord bearing S.71°32'29"W., 88.90 feet); thence Westerly, 262.22 feet along the arc of a compound curve to the right having a radius of 1825.00 feet and a central angle of 08°13'57" (chord bearing S.77°03'12"W., 262.00 feet); thence N.77°46'44"W., a distance of 43.00 feet; thence S.83°57'54"W., a distance of 583.45 feet; thence S.05°57'59"E., a distance of 151.37 feet; thence Southwesterly, 100.66 feet along the arc of a non-tangent curve to the left having a radius of 89.00 feet and a central angle of 64°47'58" (chord bearing S.46°24'39"W., 95.38 feet); thence S.14°00'40"W., a distance of 50.02 feet; thence N.75°59'20"W., a distance of 176.00 feet to a point on the aforesaid Easterly boundary of the 150.00 foot wide Access Easement; thence along said Easterly boundary of the 150.00 foot wide Access Easement, the following three (3) courses: 1) N.14°00'40"E., a distance of 1326.10 feet; 2) Northeasterly, 759.14 feet along the arc

of a tangent curve to the right having a radius of 880.00 feet and a central angle of 49°25'35" (chord bearing N.38°43'27"E., 735.82 feet); 3) N.63°30'16"E., a distance of 120.96 feet to the **POINT OF BEGINNING.**

Containing 37.431 acres, more or less.

Together with

LT RANCH ADDITIONAL PARCEL "D"

DESCRIPTION: A parcel of land lying in Section 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence along the East boundary of said Section 28, S.00°01'11"E., a distance of 4643.93 feet; thence N.62°30'49"W., a distance of 288.63 feet; thence S.27°29'11"W., a distance of 472.90 feet; thence N.19°50'54"W., a distance of 87.77 feet; thence S.84°12'20"W., a distance of 105.61 feet; thence S.57°04'43"W., a distance of 48.69 feet; thence S.32°07'28"W., a distance of 81.84 feet; thence S.59°41'19"W., a distance of 131.53 feet; thence N.43°40'55"W., a distance of 383.94 feet to the **POINT OF BEGINNING**; thence N.43°40'55"W., a distance of 50.55 feet; thence N.88°09'08"E., a distance of 13.22 feet; thence N.68°57'37"E., a distance of 20.59 feet; thence N.55°00'32"E., a distance of 27.49 feet; thence N.43°21'45"E., a distance of 23.32 feet; thence N.46°23'50"E., a distance of 24.79 feet; thence N.42°52'46"E., a distance of 14.61 feet; thence N.51°22'55"E., a distance of 42.08 feet; thence N.28°57'29"W., a distance of 85.01 feet; thence N.46°18'09"E., a distance of 65.83 feet; thence N.37°15'41"E., a distance of 86.61 feet; thence N.22°32'15"E., a distance of 158.16 feet; thence N.08°19'05"E., a distance of 62.59 feet; thence N.03°46'48"E., a distance of 149.74 feet; thence N.25°25'22"E., a distance of 174.19 feet; thence N.08°46'38"W., a distance of 182.89 feet; thence N.42°13'41"W., a distance of 464.45 feet; thence N.85°47'13"W., a distance of 58.85 feet; thence N.27°29'11"E., a distance of 707.53 feet; thence S.62°54'32"E., a distance of 160.58 feet; thence Southerly, 279.03 feet along the arc of a non-tangent curve to the left having a radius of 465.00 feet and a central angle of 34°22'51" (chord bearing S.03°14'00"E., 274.86 feet); thence S.20°25'26"E., a distance of 594.24 feet; thence Southerly, 33.15 feet along the arc of a tangent curve to the right having a radius of 610.00 feet and a central angle of 03°06'50" (chord bearing S.18°52'01"E., 33.15 feet); thence S.38°07'30"W., a distance of 126.41 feet; thence S.39°18'35"E., a distance of 85.19 feet; thence S.20°16'20"E., a distance of 120.10 feet; thence S.09°32'18"W., a distance of 150.84 feet; thence S.39°49'25"W., a distance of 261.29 feet; thence S.62°30'49"E., a distance of 6.34 feet; thence S.46°19'05"W., a distance of 615.59 feet to the **POINT OF BEGINNING.**

Containing 13.684 acres, more or less.

All Together Containing 1,003.100 acres, more or less.

02018-042




Clark Rd

"Existing Segment"
(1.38 mi ±)

"Study Area Northern Segment"
(0.57 mi ±)

LEGEND

-  Taylor Morrison 1 (± 1.38 mi)
-  Taylor Morrison 2 (± 0.57 mi)

Source: Esri, Maxar, ©
USDA, USGS, AeroGR

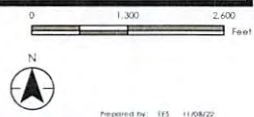


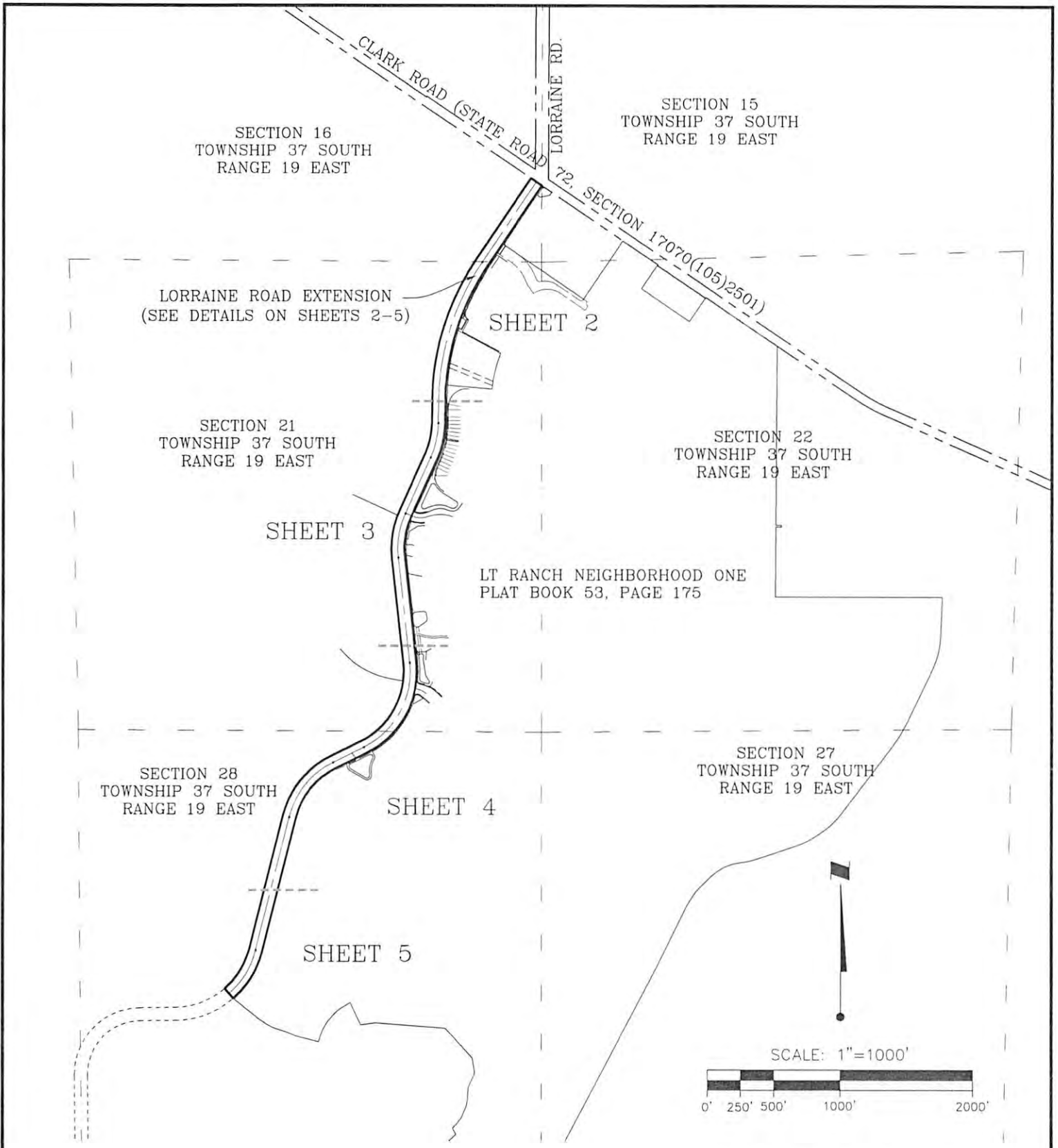
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EXHIBIT
"B"

...no responsibility for data
...The recipient accepts
...ing the accuracy and
...The recipient releases
...services, consultancy and
...clients arising in any way
...vision of the data.

Road Project Plan
Lorraine Corridor with LT Ranch CDD
November 2022

Stantec Consulting Services Inc.
8920 Professionals Pkwy E.
Scranton, FL 34240
Tel 941.907.6900
Fax 941.907.6910





OVERALL SITE MAP

FOR: LT RANCH COMMUNITY DEVELOPMENT DISTRICT

This is NOT a Survey and Not valid without all sheets.

Jan 06, 2023 - 11:24:30 BCUNNINGHAM\U:\215618069\survey\drawing\215618069-sk0001.dwg

SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA



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EXHIBIT
"C-1"
ROW
(7 pages)

TASK CODE: 012	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 1 OF 6	DRAWING INDEX NO: 215618069-sk0001
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SECTION 15
TOWNSHIP 37 SOUTH
RANGE 19 EAST

SECTION 16
TOWNSHIP 37
SOUTH
RANGE 19
EAST

POINT OF BEGINNING
NORTHEAST CORNER OF
TRACT 101

NOW OR FORMERLY
3 H RANCH LLC
PID#0282004001
75.00'

NOW OR FORMERLY
DLT OF SOUTHWEST
FLORIDA LLC
PID#093002000

SOUTHWESTERLY
RIGHT-OF-WAY LINE
SECTION 17070(105)2501

AUTUMN BREEZE
AVENUE

TRACT 101
S34°10'43"W 1,104.05'
75.00'
NOW OR FORMERLY
TAYLOR MORRISON OF
FLORIDA
PID#0291031000

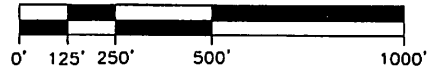
NOW OR FORMERLY
3 H RANCH LLC
PID#0291001002

SECTION 22
TOWNSHIP 37
SOUTH
RANGE 19 EAST

SECTION 21
TOWNSHIP 37
SOUTH
RANGE 19
EAST



SCALE: 1"=500'



LT RANCH NEIGHBORHOOD ONE
PLAT BOOK 53, PAGE 175

MATCH LINE, SEE SHEET 3

PID# = PROPERTY IDENTIFICATION NUMBER
SEE SHEET 1 FOR OVERALL MAP
SEE SHEET 5 FOR CURVE TABLE

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Jan 06, 2023 - 11:24:30 BCUNNINGHAM\U:\215618069\survey\drawing\215618069v-sk0001.dwg

SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA



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TASK CODE: 012	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 2 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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MATCH LINE, SEE SHEET 2



500°31'06"W
255.04'

NOW OR FORMERLY
3 H RANCH LLC
PID#0291001002

NOW OR FORMERLY
TAYLOR MORRISON OF
FLORIDA
PID#0291031000
(TRACT 101)

S24°38'04"W
699.55'

TRACT 101

STARRY NIGHT
AVENUE

LT RANCH NEIGHBORHOOD ONE
PLAT BOOK 53, PAGE 175

NOW OR FORMERLY
SARASOTA COUNTY
SCHOOL BOARD
PID#0291001005

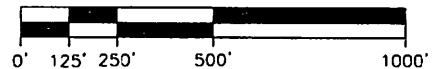
75.00'

75.00'

S06°18'48"E
1,214.80'

SECTION 21
TOWNSHIP 37
SOUTH
RANGE 19
EAST

SCALE: 1"=500'



MATCH LINE, SEE SHEET 4

PID# = PROPERTY IDENTIFICATION NUMBER
SEE SHEET 1 FOR OVERALL MAP
SEE SHEET 5 FOR CURVE TABLE

FOR: LT RANCH COMMUNITY DEVELOPMENT DISTRICT

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SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA



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TASK CODE: 012	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 3 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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MATCH LINE, SEE SHEET 3

NOW OR FORMERLY
SARASOTA COUNTY
SCHOOL BOARD
PID#0291001005

N06°18'48"W
1,214.80'

SECTION 21
TOWNSHIP 37
SOUTH
RANGE 19
EAST

NOW OR FORMERLY
3 H RANCH LLC
PID#0291001002

SKYE RANCH
BOULEVARD

NOW OR FORMERLY
3 H RANCH LLC
PID#0305001500

S63°34'18"W
390.82'

END OF
TRACT 101

SECTION 28
TOWNSHIP 37
SOUTH
RANGE 19
EAST

LT RANCH NEIGHBORHOOD ONE
PLAT BOOK 53, PAGE 175

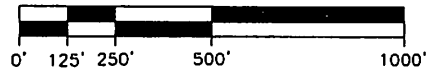
75.00'

75.00'

(BEARING BASIS)
S14°00'40"W
1,573.41'



SCALE: 1"=500'



MATCH LINE, SEE SHEET 5

PID# = PROPERTY IDENTIFICATION NUMBER
SEE SHEET 1 FOR OVERALL MAP
SEE SHEET 5 FOR CURVE TABLE

FOR: LT RANCH COMMUNITY DEVELOPMENT DISTRICT

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Jan 06, 2023 - 11:24:30 BCUNNINGHAM\U:\215618069\survey\drawing\215618069v-sk0001.dwg

SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA

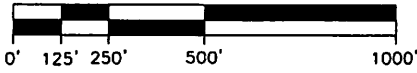


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TASK CODE: 012	DRAWN BY: JWB	CHKED BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 4 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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SCALE: 1"=500'



NOW OR FORMERLY
3 H RANCH LLC
PID#0305001500

MATCH LINE, SEE SHEET 4



SECTION 28
TOWNSHIP 37
SOUTH
RANGE 19
EAST

LT RANCH NEIGHBORHOOD ONE
PLAT BOOK 53, PAGE 175

POINT OF
TERMINATION

(BEARING BASIS)
S14°00'40"W
1,573.41'

75.00'

75.00'

N40°45'28"W
150.00'

C6

150.00' WIDE PUBLIC
ACCESS EASEMENT
O.R.BK.2015078648

SOUTHWEST CORNER
OF LT RANCH
NEIGHBORHOOD ONE

NOW OR FORMERLY
DLT OF SOUTHWEST
FLORIDA LLC
PID#093002000

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
C1	2,865.00'	1,683.14'	33°39'37"	1,659.04'	N17°20'54"E
C2	955.00'	401.96'	24°06'58"	399.00'	N12°34'35"E
C3	955.00'	515.83'	30°56'52"	509.59'	N09°09'38"E
C4	955.00'	1,164.84'	69°53'06"	1,093.96'	N28°37'45"E
C5	955.00'	826.07'	49°33'38"	800.56'	N38°47'29"E
C6	955.00'	587.23'	35°13'52"	578.02'	N31°37'36"E

PID# = PROPERTY IDENTIFICATION NUMBER
SEE SHEET 1 FOR OVERALL MAP

FOR: LT RANCH COMMUNITY DEVELOPMENT DISTRICT

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SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA



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TASK CODE: 012	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 5 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

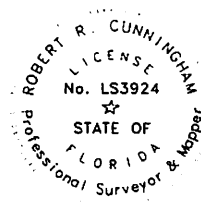
A 150.00 foot wide strip of land which includes a portion of Tract 101, LT Ranch Neighborhood One, as recorded in Plat Book 53, Page 175 in the Public Records of Sarasota County, Florida and lying in Sections 15, 16, 21 and 28, Township 37 South, Range 19 East, Sarasota County, Florida, the centerline of which is more particularly described as follows:

BEGIN at the northwest corner of said Tract 101; thence S.34°10'43"W., a distance of 1,104.05 feet to the point of curvature of a curve to the left having a radius of 2,865.00 feet and a central angle of 33°39'37"; thence southerly along the arc of said curve, a distance of 1,683.14 feet to the point of tangency of said curve; thence S.00°31'06"W., a distance of 255.04 feet to the point of curvature of a curve to the right having a radius of 955.00 feet and a central angle of 24°06'58"; thence southerly along the arc of said curve, a distance of 401.96 feet to the point of tangency of said curve; thence S.24°38'04"W., a distance of 699.55 feet to the point of curvature of a curve to the left having a radius of 955.00 feet and a central angle of 30°56'52"; thence southerly along the arc of said curve, a distance of 515.83 feet to the point of tangency of said curve; thence S.06°18'48"E., a distance of 1,214.80 feet to the point of curvature of a curve to the right having a radius of 955.00 feet and a central angle of 69°53'06"; thence southwesterly along the arc of said curve, a distance of 1,164.84 feet to the point of tangency of said curve; thence S.63°34'18"W., a distance of 390.82 feet to the point of curvature of a curve to the left having a radius of 955.00 feet and a central angle of 49°33'38"; thence southwesterly along the arc of said curve, a distance of 826.07 feet to the point of tangency of said curve; thence S.14°00'40"W., a distance of 1,573.41 feet to the point of curvature of a curve to the right having a radius of 955.00 feet and a central angle of 35°13'52"; thence southwesterly along the arc of said curve, a distance of 587.23 feet to the POINT OF TERMINATION, being a line from the southwest corner of said LT Ranch Neighborhood One and running N.40°45'28"W.

Said strip contains 96,104 square feet or 2.2062 acres, more or less.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE WEST LINE OF THE LT RANCH NEIGHBORHOOD ONE PLAT, BEING S.00°09'29"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed
by Robert R
Cunningham

Date:
2023.01.06
11:31:21 -05'00' 01/06/2023

Robert R. Cunningham, P.S.M.
Florida Registration No. 3924

Date of Signature

FOR: LT RANCH COMMUNITY DEVELOPMENT DISTRICT

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SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA



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TASK CODE: 012	DRAWN BY: JWB	CHKED BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 6 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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LORRAINE ROAD EXTENSION

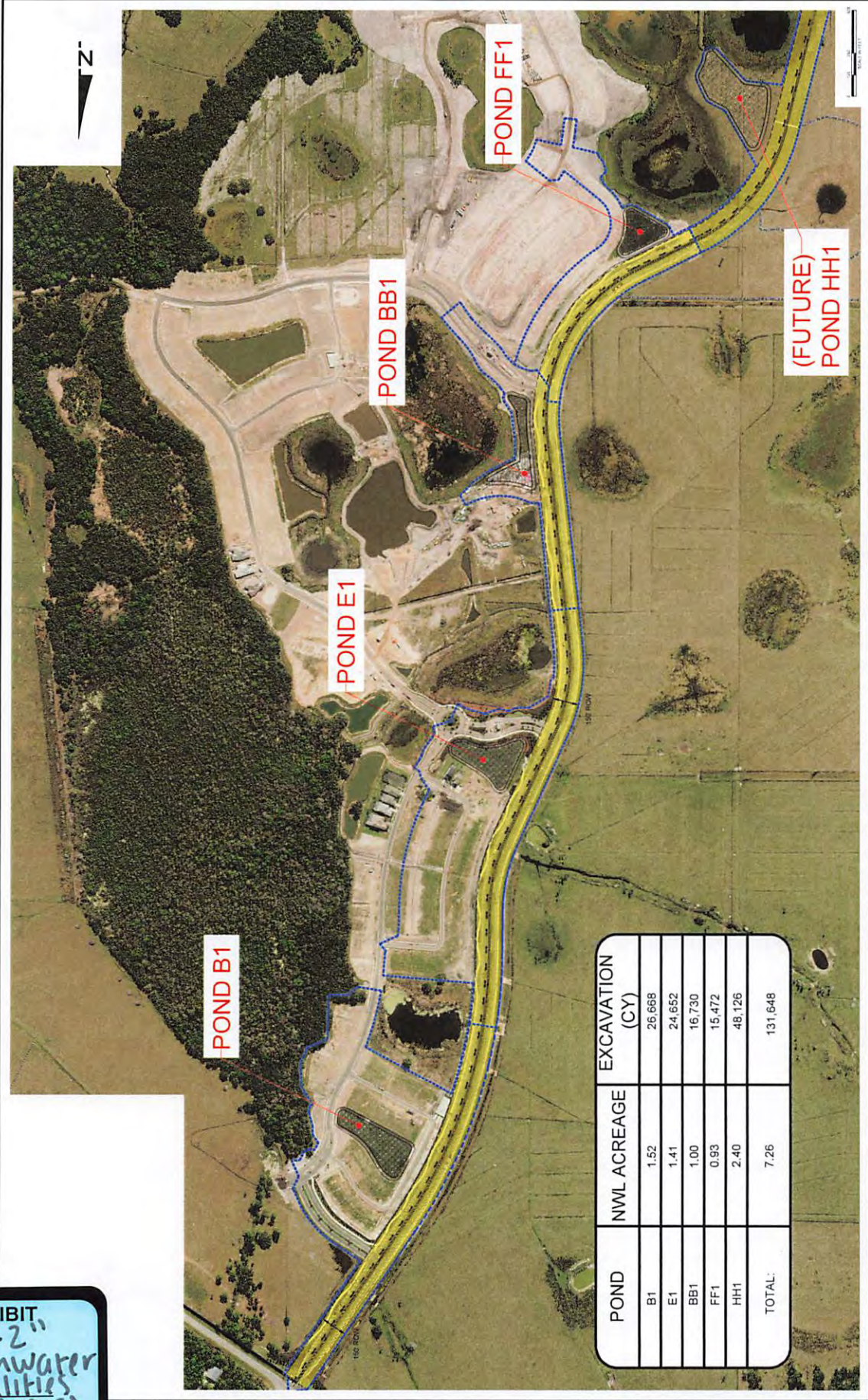
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Said strip contains 96,104 square feet or 2.2062 acres, more or less.

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EXHIBIT
"C-2"
Stormwater
Facilities
(2 pages)



POND	NWL ACREAGE	EXCAVATION (CY)
B1	1.52	26,668
E1	1.41	24,652
BB1	1.00	16,730
FF1	0.93	15,472
HH1	2.40	48,126
TOTAL:	7.26	131,648

Tract 701 (Pond B1), as shown and depicted on the Plat of LT Ranch Neighborhood One, recorded in Plat Book 53, Page 175, Public Records of Sarasota County, Florida;

Tract 703 (Pond E1), as shown and depicted on the Plat of LT Ranch Neighborhood One, recorded in Plat Book 53, Page 175, Public Records of Sarasota County, Florida;

Tract 707 (Pond BB2), as shown and depicted on the Plat of LT Ranch Neighborhood One, recorded in Plat Book 53, Page 175, Public Records of Sarasota County, Florida;

Tract 709 (Pond FF1), as shown and depicted on the Plat of LT Ranch Neighborhood One, recorded in Plat Book 53, Page 175, Public Records of Sarasota County, Florida;

"Pond HH1" on the Concurrent Subdivision Plans for "Skye Ranch Neighborhood 4 South," approved by the County as Application No. 22-10633 DS and further identified as Tract 762 on the proposed subdivision plat of Skye Ranch Neighborhood 4 South filed with and being reviewed by the County as Application No. 22 139560 00 DP.

This instrument was prepared by:

KE LAW GROUP PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 20__, by LT RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Sarasota County, Florida, and whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("Grantor") and to SARASOTA COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 8, Sarasota, Florida 34230 ("Grantee").

WITNESS:

That the Grantor, for good and valuable consideration, to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain property, situate lying and being in the County of Sarasota, State of Florida, as more particularly described on Exhibit "A" hereto (the "Property").

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

SUBJECT TO:

1. Real Estate Taxes and/or assessments for 20__ and all subsequent years which are not yet due and payable.
2. Covenants, conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property, provided however the foregoing shall not be deemed or construed as re-imposing any such items of record.
3. Applicable zoning, land use and subdivision ordinances, restrictions and/or agreements.

TO HAVE AND TO HOLD the above-described Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor does specially warrant the title to said Property subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

[CONTINUED ON NEXT PAGE]



IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in our presence:

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

Signature

Printed Name

By: _____
Its: _____

Signature

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of the LT Ranch Community Development District and on behalf of the District. He is personally known to me [] or has produced [] _____, as identification.

(AFFIX SEAL)

Notary Public - State of _____
Printed Name: _____
Commission Expires: _____
Commission No.: _____

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.

EXHIBIT "A"

LEGAL DESCRIPTION

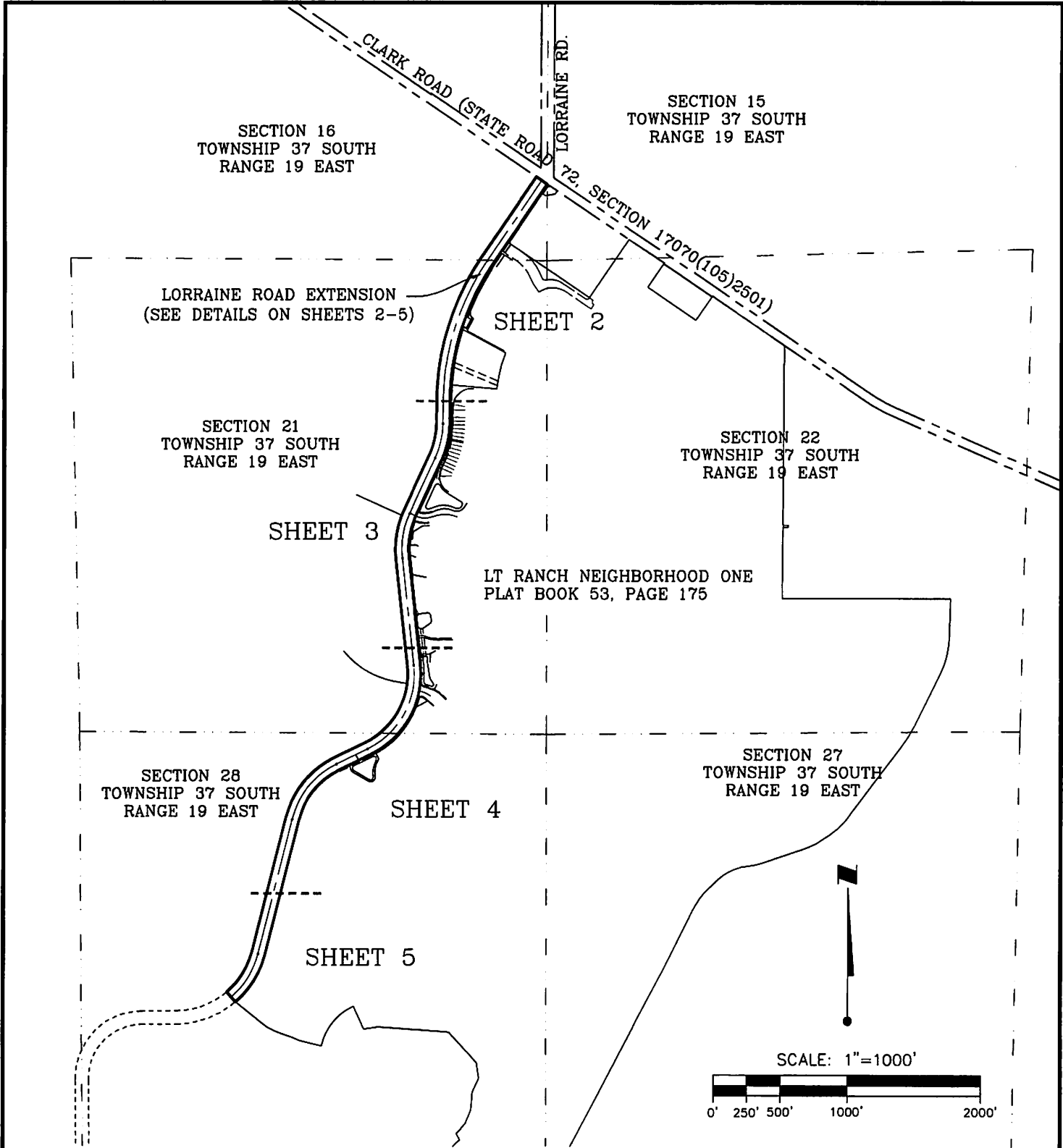
LORRAINE ROAD EXTENSION

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

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OVERALL SITE MAP

FOR: LT RANCH COMMUNITY DEVELOPMENT DISTRICT

This is NOT a Survey and Not valid without all sheets.

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SKETCH & DESCRIPTION OF
 LORRAINE ROAD SOUTH OF STATE ROAD 72
 SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
 RANGE 19 E., SARASOTA COUNTY, FLORIDA



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TASK CODE: 012	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 1 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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SECTION 15
TOWNSHIP 37 SOUTH
RANGE 19 EAST

SECTION 16
TOWNSHIP 37
SOUTH
RANGE 19
EAST

SECTION 22
TOWNSHIP 37
SOUTH
RANGE 19 EAST

SECTION 21
TOWNSHIP 37
SOUTH
RANGE 19
EAST

LT RANCH NEIGHBORHOOD ONE
PLAT BOOK 53, PAGE 175

POINT OF BEGINNING
NORTHEAST CORNER OF
TRACT 101

NOW OR FORMERLY
3 H RANCH LLC
PID#0282004001

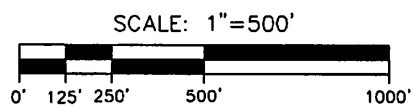
NOW OR FORMERLY
DLT OF SOUTHWEST
FLORIDA LLC
PID#093002000

NOW OR FORMERLY
3 H RANCH LLC
PID#0291001002

NOW OR FORMERLY
TAYLOR MORRISON OF
FLORIDA
PID#0291031000

AUTUMN BREEZE
AVENUE

SOUTHWESTERLY
RIGHT-OF-WAY LINE



MATCH LINE, SEE SHEET 3

PID# = PROPERTY IDENTIFICATION NUMBER
SEE SHEET 1 FOR OVERALL MAP
SEE SHEET 5 FOR CURVE TABLE

This is NOT a Survey and Not valid without all sheets.

Jan 06, 2023 - 11:24:30 BCUNNINGHAM\U:\215618069\survey\crawing\215618069v-sk0001.dwg

SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA

Stantec
6920 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7668

TASK CODE: 012	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 2 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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MATCH LINE, SEE SHEET 2



500°31'06"W
255.04'

NOW OR FORMERLY
3 H RANCH LLC
PID#0291001002

S24°38'04"W
699.55'

TRACT 101

STARRY NIGHT
AVENUE

NOW OR FORMERLY
TAYLOR MORRISON OF
FLORIDA
PID#0291031000
(TRACT 101)

LT RANCH NEIGHBORHOOD ONE
PLAT BOOK 53, PAGE 175

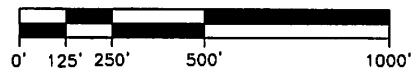
NOW OR FORMERLY
SARASOTA COUNTY
SCHOOL BOARD
PID#0291001005

75.00' 75.00'

S06°18'48"E
1,214.80'

SECTION 21
TOWNSHIP 37
SOUTH
RANGE 19
EAST

SCALE: 1"=500'



MATCH LINE, SEE SHEET 4

PID# = PROPERTY IDENTIFICATION NUMBER
SEE SHEET 1 FOR OVERALL MAP
SEE SHEET 5 FOR CURVE TABLE

FOR: LT RANCH COMMUNITY DEVELOPMENT DISTRICT

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Jan 06: 2023 - 11:24:30 BCUNNINGHAM\U:\215618069\survey\drawing\215618069v-sk0001.dwg

SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA



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TASK CODE: 012	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 3 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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MATCH LINE, SEE SHEET 3

NOW OR FORMERLY
SARASOTA COUNTY
SCHOOL BOARD
PID#0291001005

N06°18'48"W
1,214.80'

SECTION 21
TOWNSHIP 37
SOUTH
RANGE 19
EAST

NOW OR FORMERLY
3 H RANCH LLC
PID#0291001002

SKYE RANCH
BOULEVARD

NOW OR FORMERLY
3 H RANCH LLC
PID#0305001500

S63°34'18"W
390.82'

END OF
TRACT 101

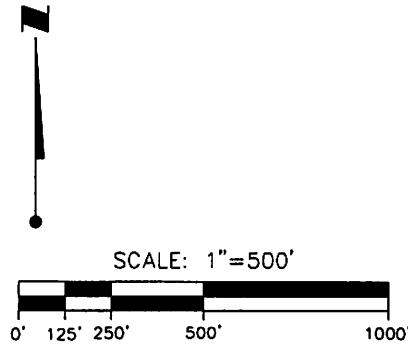
SECTION 28
TOWNSHIP 37
SOUTH
RANGE 19
EAST

LT RANCH NEIGHBORHOOD ONE
PLAT BOOK 53, PAGE 175

75.00'

75.00'

(BEARING BASIS)
S14°00'40"W
1,573.41'



MATCH LINE, SEE SHEET 5

PID# = PROPERTY IDENTIFICATION NUMBER
SEE SHEET 1 FOR OVERALL MAP
SEE SHEET 5 FOR CURVE TABLE

FOR: LT RANCH COMMUNITY DEVELOPMENT DISTRICT

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SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA

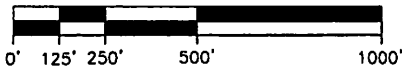


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Licensed Business Number 7866

TASK CODE: 012	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 4 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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SCALE: 1"=500'



NOW OR FORMERLY
3 H RANCH LLC
PID#0305001500

MATCH LINE, SEE SHEET 4



SECTION 28
TOWNSHIP 37
SOUTH
RANGE 19
EAST

LT RANCH NEIGHBORHOOD ONE
PLAT BOOK 53, PAGE 175

POINT OF
TERMINATION

(BEARING BASIS)
S14°00'40"W
1,573.41'

75.00'

75.00'

N40°45'28"W
150.00'

150.00' WIDE PUBLIC
ACCESS EASEMENT
O.R.BK.2015078648

SOUTHWEST CORNER
OF LT RANCH
NEIGHBORHOOD ONE

NOW OR FORMERLY
DLT OF SOUTHWEST
FLORIDA LLC
PID#093002000

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
C1	2,865.00'	1,683.14'	33°39'37"	1,659.04'	N17°20'54"E
C2	955.00'	401.96'	24°06'58"	399.00'	N12°34'35"E
C3	955.00'	515.83'	30°56'52"	509.59'	N09°09'38"E
C4	955.00'	1,164.84'	69°53'06"	1,093.96'	N28°37'45"E
C5	955.00'	826.07'	49°33'38"	800.56'	N38°47'29"E
C6	955.00'	587.23'	35°13'52"	578.02'	N31°37'36"E

PID# = PROPERTY IDENTIFICATION NUMBER
SEE SHEET 1 FOR OVERALL MAP

FOR: LT RANCH COMMUNITY DEVELOPMENT DISTRICT

This is NOT a Survey and Not valid without all sheets.

Jan 06, 2023 - 11:24:30 BCUNNINGHAM\U:\215618069\survey\drawing\215618069v-sk001.dwg

SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA



Stantec

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Licensed Business Number 7666

TASK CODE: 012	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 5 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

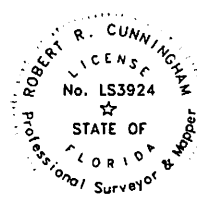
A 150.00 foot wide strip of land which includes a portion of Tract 101, LT Ranch Neighborhood One, as recorded in Plat Book 53, Page 175 in the Public Records of Sarasota County, Florida and lying in Sections 15, 16, 21 and 28, Township 37 South, Range 19 East, Sarasota County, Florida, the centerline of which is more particularly described as follows:

BEGIN at the northwest corner of said Tract 101; thence S.34°10'43"W., a distance of 1,104.05 feet to the point of curvature of a curve to the left having a radius of 2,865.00 feet and a central angle of 33°39'37"; thence southerly along the arc of said curve, a distance of 1,683.14 feet to the point of tangency of said curve; thence S.00°31'06"W., a distance of 255.04 feet to the point of curvature of a curve to the right having a radius of 955.00 feet and a central angle of 24°06'58"; thence southerly along the arc of said curve, a distance of 401.96 feet to the point of tangency of said curve; thence S.24°38'04"W., a distance of 699.55 feet to the point of curvature of a curve to the left having a radius of 955.00 feet and a central angle of 30°56'52"; thence southerly along the arc of said curve, a distance of 515.83 feet to the point of tangency of said curve; thence S.06°18'48"E., a distance of 1,214.80 feet to the point of curvature of a curve to the right having a radius of 955.00 feet and a central angle of 69°53'06"; thence southwesterly along the arc of said curve, a distance of 1,164.84 feet to the point of tangency of said curve; thence S.63°34'18"W., a distance of 390.82 feet to the point of curvature of a curve to the left having a radius of 955.00 feet and a central angle of 49°33'38"; thence southwesterly along the arc of said curve, a distance of 826.07 feet to the point of tangency of said curve; thence S.14°00'40"W., a distance of 1,573.41 feet to the point of curvature of a curve to the right having a radius of 955.00 feet and a central angle of 35°13'52"; thence southwesterly along the arc of said curve, a distance of 587.23 feet to the POINT OF TERMINATION, being a line from the southwest corner of said LT Ranch Neighborhood One and running N.40°45'28"W.

Said strip contains 96,104 square feet or 2.2062 acres, more or less.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE WEST LINE OF THE LT RANCH NEIGHBORHOOD ONE PLAT, BEING S.00°09'29"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed

by Robert R
Cunningham

Date:

2023.01.06

11:31:21 -05'00' 01/06/2023

Robert R. Cunningham, P.S.M.
Florida Registration No. 3924

Date of Signature

FOR: LT RANCH COMMUNITY DEVELOPMENT DISTRICT

This is NOT a Survey and Not valid without all sheets.

Jan 06, 2023 - 11:24:30 BCUNNINGHAM|U:\215618069\survey\drawing\215618069v-sk0001.dwg

SKETCH & DESCRIPTION OF
LORRAINE ROAD SOUTH OF STATE ROAD 72
SECTIONS 15, 16, 21 & 28, TOWNSHIP 37 S.,
RANGE 19 E., SARASOTA COUNTY, FLORIDA



Stantec

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Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7856

TASK CODE: 012	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215618069-sk0001	PROJECT NO: 215618069	SHEET 6 OF 6	DRAWING INDEX NO: 215618069-sk0001	REV:
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This instrument was prepared by:

KE LAW GROUP PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

STORMWATER EASEMENT AGREEMENT

THIS STORMWATER EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 20__, by LT RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Sarasota County, Florida, and whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("Grantor") and to SARASOTA COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 8, Sarasota, Florida 34230 ("Grantee") (collectively, Grantor and Grantee are referred to as "Parties").

RECITALS:

A. Grantor is the owner of tracts of land lying within unincorporated Sarasota County, Florida, more particularly described as Tracts 701, 703, 707, and 709, as identified on the plat of "LT Ranch Neighborhood One," recorded in Plat Book 53, Page 175, Public Records of Sarasota County, Florida (collectively, the "Parcels").

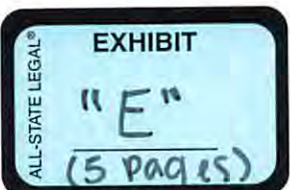
B. The Parcels contain stormwater lakes, pipes, swales, and other related stormwater conveyance appurtenances which are components of the stormwater management system constructed by Grantor pursuant to Sarasota County-approved Concurrent Subdivision Plans for LT Ranch, identified by Sarasota County as Application No. 17-154260-00 DS, as amended by Application No. 20-156726 DS (collectively, the "Stormwater Facility").

C. The Stormwater Facility jointly accommodates the stormwater from development within LT Ranch being developed by Grantor, in addition to stormwater flowage from the Lorraine Road Extension rights-of-way lying within and transecting LT Ranch (the "County ROW").

D. The Parcels and those portions of the Stormwater Facility located within the Parcels are collectively referred to as the "Easement Area."

E. The Parties are entering this Agreement to memorialize the Parties' rights and obligations with regard to their joint use of the Easement Area to serve LT Ranch and the County ROW.

NOW THEREFORE, for and in consideration of the premises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant unto Grantee its successors and assigns, a perpetual, non-exclusive stormwater easement in, over, and upon the Easement Area for the purposes described herein and under the following terms, conditions, covenants and agreements:



1. Purposes. The non-exclusive easement created in favor of Grantee is for treatment, attenuation, drainage and flowage of stormwater from the County ROW, over, across and into those portions of the Stormwater Facility located within the Easement Area, subject to the limitations set forth in Section 3, below.

2. Retained Rights. Subject to the rights granted to Grantee herein, the Grantor retains the right to use the Easement Area and Stormwater Facility for any and all other purposes and uses which do not interfere with the Grantee's permitted use thereof. This shall include the right to modify the Stormwater Facility within the Easement Area consistent with applicable governmental regulations and approvals so long as such modifications do not diminish the Grantee's stormwater capacity in the Stormwater Facility as set forth in Section 3, below.

3. Stormwater Capacity Conveyed to Grantee within Easement Area. With the easement interest created by this Agreement, the Grantee shall have the right to utilize those portions of the Stormwater Facility contained within the Easement Area to accommodate stormwater from the County ROW in the following volumes:

a. Tract 701 (Pond B1): 4,878 cubic yards (with the Grantor reserving 21,790 cubic yards of volume);

b. Tract 703 (Pond E1): 4,509 cubic yards (with the Grantor reserving 20,143 cubic yards of volume);

c. Tract 707 (Pond BB2): 3,060 cubic yards (with the Grantor reserving 13,670 cubic yards of volume) (while Tract 707 is identified as Pond BB2 on the plat of LT Ranch Neighborhood One, it is labeled as Pond BB1 on the Concurrent Subdivision Plans referenced in Recital B, above); and

d. Tract 709 (Pond FF1): 2,830 cubic yards (with the Grantor reserving 12,642 cubic yards of volume).

4. Maintenance and Operation of Stormwater Facility within Easement Area.

a. Grantor shall perform maintenance of and repairs to the Stormwater Facility which Grantee deems reasonably necessary. This shall, at a minimum, require Grantor to maintain the Stormwater Facility in compliance with applicable governmental regulations.

b. Notwithstanding Paragraph 4.a, above, Grantee is hereby granted the concurrent right and authority, but not the obligation, to maintain the Stormwater Facility within the Easement Area in compliance with applicable governmental regulations, if Grantor fails to do so. Before undertaking such maintenance, Grantee shall provide ten (10) days written notice to Grantor. If, ten (10) days following Grantor's receipt of such notice, Grantor has not performed the required maintenance, it may be performed by Grantee, the reasonable cost of which shall be paid by Grantor.

5. Notices. Any notice provided by the Parties under the terms of this Agreement shall be deemed given or served pursuant to this paragraph. Notices shall be personally delivered or mailed United States registered or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

To Grantee:
County Administrator
1660 Ringling Boulevard
Second Floor
Sarasota, Florida 34236

To Grantor:
James P. Ward
District Manager
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308

Copy to:
County Attorney
1660 Ringling Boulevard
Second Floor
Sarasota, Florida 34236

Copy to:
Jere Earlywine
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

6. Grantor Covenants. Grantor covenants with the Grantee that the Grantor is lawfully seized of the Easement Area in fee simple; that Grantor has good right and lawful authority to grant this easement and shall take no action to interfere with the Grantee's lawful use of said easement; that the Grantor hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

7. Binding Nature; Assignment. The easement herein granted, the covenants and agreements of the Parties and the restrictions and limitations affecting the Easement Area set forth in this instrument, are hereby declared to be easements, agreements, covenants, restrictions and limitations running with the land and shall be binding upon, inure to the benefit of, and be enforceable in actions at law and in equity by the Parties and their respective successors in interest for so long as they respectively have an interest in the same.

8. Entire Agreement. This Agreement sets forth the entire agreement of the Parties, and may not be modified except in writing, executed by the Parties. This Agreement shall not be construed more strictly against one party than the other because it may have been drafted by one of the Parties or its counsel, each party having contributed substantially and materially to the negotiation and drafting hereof.

9. Effective Date. This Agreement shall be effective upon its being executed by the last of the Parties and recorded in the public records of Sarasota County, Florida.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated below.

Signed, sealed and delivered
in our presence:

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

Signature

Printed Name

By: _____
Its: _____

Signature

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____, as _____ of the LT Ranch Community Development District
and on behalf of the District. He is personally known to me [] or has produced []
_____, as identification.

(AFFIX SEAL)

Notary Public - State of _____
Printed Name: _____
Commission Expires: _____
Commission No.: _____

Signed, sealed and delivered
in our presence:

SARASOTA COUNTY BOARD OF COUNTY
COMMISSIONERS

Signature

Printed Name

By: _____

Its: _____

Signature

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____, as _____ of the LT Ranch Community Development District
and on behalf of the District. He is personally known to me [] or has produced []
_____, as identification.

(AFFIX SEAL)

Notary Public - State of _____

Printed Name: _____

Commission Expires: _____

Commission No.: _____

Approved as to form and correctness:

By: _____
County Attorney

ATTEST:

Karen E. Rushing, Clerk of
Circuit Court & Ex-Officio Clerk
to the Board of County Commissioners
of Sarasota County, Florida

By: _____
Deputy Clerk

As to an undivided 71.32% interest in the following:

Those portions of Sections 15, 21, 22, 27, 28, 33 and 34, Township 37 South, Range 19 East, lying south of State Road 72 and westerly of the center line of a 160 foot wide drainage easement as recorded in Official Records Book 527, at page 37, the Public Records of Sarasota County, Florida, and westerly of the center line of a 200 foot wide drainage easement as recorded in Official Records Book 527, at page 38, of the Public Records of Sarasota County, Florida.

INCLUDING all right, title, and interest in permanent easement granted on July 22, 1988 and recorded in O.R. Book 2049, Page 1035, Public Records of Sarasota, Florida.

LESS AND EXCEPT the following described parcels:

A parcel of land, lying in Section 22, Township 37 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 15, Township 37 South, Range 19 East; thence N 01°14'49"W, along the West line of said Section 15, for 869.60 feet to a point of intersection with the Southerly right-of-way line of S.R. 72 (100' feet wide); thence S57°11'08"E, along said right-of-way line, for 1600.00 feet to the POINT OF BEGINNING; thence continue S57°11'08"E, along said right-of-way line for 660.00 feet; thence leaving perpendicular to said right-of-way S32°48'52"W for 330.00 feet; thence parallel with the Southerly right-of-way of said S.R. 72 N57°11'08"W for 660.00 feet; thence perpendicular to said right-of-way N32°48'52"E for 330.00 feet to the POINT OF BEGINNING. Containing 5.00 acres more or less;

AND

A parcel of land, lying in Section 22, Township 37 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 15, Township 37 South, Range 19 East; thence N01°14'49W, along the West line of said Section 15, for 869.60 feet to a point of intersection with the Southerly right-of-way line of S.R. 72 (100' feet wide); thence S57°11'08E, along said right-of-way line, for 1600.00 feet; thence leaving perpendicular to said right-of-way S32°48'52"W, for 330 feet to the POINT OF BEGINNING; thence parallel with the Southerly right-of-way of said S.R. 72 S57°11'08E for 660.00 feet; thence perpendicular to said right-of-way S32°48'52"W, for 660 feet; thence parallel with the Southerly right-of-way of said S.R. 72 N57°11'08W for 660.00 feet; thence perpendicular to said right-of-way N32°48'52"W, for 660.00 feet to the POINT OF BEGINNING. Containing 10.00 acres more or less.

LESS AND EXCEPT the following:



RECORDED IN OFFICIAL
RECORDS FILED
REC'D
JUL 22 11 49 AM '91
SARASOTA COUNTY FLA.

LEGAL DESCRIPTION:

NORTH 937 PARCEL

DESCRIPTION: A parcel of land lying in Sections 15, 16, 21, 22, 27, and 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 15, run thence along the West boundary of said Section 15, N.00°07'11"E., 869.75 feet to a point on the Southerly right of way line of Clark Road (State Road No. 72) per Florida Department of Transportation Right of Way Map Section No. 17070 (105) 2501, said point also being the **POINT OF BEGINNING**; thence along said Southerly right of way line of Clark Road, S.55°49'33"E., a distance of 135.63 feet; thence S.34°10'43"W., a distance of 40.01 feet; thence S.79°10'54"W., a distance of 113.13 feet; thence N.55°49'33"W., a distance of 40.00 feet; thence S.34°10'43"W., a distance of 655.00 feet to a point of curvature; thence Southerly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'16" (chord bearing S.10°49'25"E., 35.36 feet) to a point of tangency; thence S.55°49'33"E., a distance of 523.85 feet; thence S.55°49'53"E., a distance of 554.21 feet; thence N.34°10'27"E., a distance of 799.95 feet to aforesaid Southerly right of way line of Clark Road; thence S.55°49'33"E., a distance of 483.04 feet to a point of intersection with said Southerly right of way line of Clark Road, and Northeasterly extension of the Westerly boundary of that certain parcel of land described in Official Records Book 1913, Page 2939, of the Public Records of Sarasota County, Florida; thence along said Westerly boundary of that certain parcel of land described in Official Records Book 1913, Page 2939, and the Northeasterly extension thereof, S.34°10'27"W., a distance of 330.00 feet to the Southwesterly corner of said certain parcel of land described in Official Records Book 1913, Page 2939; thence along the Southerly boundary of said certain parcel of land described in Official Records Book 1913, Page 2939, S.55°49'33"E., a distance of 660.00 feet to the Southeasterly corner thereof; thence along the Easterly boundary of said certain parcel of land described in Official Records Book 1913, Page 2939, and the Northeasterly extension thereof, N.34°10'27"E., a distance of 330.00 feet to a point on aforesaid Southerly right of way line of Clark Road; thence S.55°49'33"E., a distance of 983.63 feet to the Northwest corner of All Saints Catholic Cemetery, Inc. parcel, recorded in Official Records Instrument 2012125350, of the Public Records of Sarasota County, Florida; thence along the West boundary of said All Saints Catholic Cemetery, Inc. parcel, the following five (5) courses: 1) S.00°21'03"W., a distance of 2039.57 feet; 2) N.88°44'13"E., a distance of 64.00 feet; 3) S.01°15'47"E., a distance of 20.00 feet; 4) S.88°44'13"W., a distance of 64.56 feet; 5) S.00°21'03"W., a distance of 800.54 feet to the Southwest corner of aforesaid All Saints Catholic Cemetery, Inc. parcel; thence along the South boundary of said All Saints Catholic Cemetery, Inc. parcel, N.89°59'29"E., a distance of 1909.43 feet to the centerline of a Sarasota County Permanent Easement, recorded in Official Records Book 527, Page 36, of the Public Records of Sarasota County, Florida; thence Southerly

02018-042

along the said centerline, the following sixteen (16) courses: 1) S.02°21'01"W., a distance of 461.12 feet to a point of curvature; 2) Southerly, 392.67 feet along the arc of a tangent curve to the right having a radius of 955.37 feet and a central angle of 23°32'58" (chord bearing S.14°07'30"W., 389.91 feet) to a point of tangency; 3) S.25°53'59"W., a distance of 688.37 feet to a point of curvature; 4) Southwesterly, 274.42 feet along the arc of a tangent curve to the right having a radius of 1432.69 feet and a central angle of 10°58'29" (chord bearing S.31°23'13"W., 274.00 feet) to a point of tangency; 5) S.36°52'28"W., a distance of 970.29 feet to a point of curvature; 6) Southwesterly, 313.77 feet along the arc of a tangent curve to the right having a radius of 955.37 feet and a central angle of 18°49'03" (chord bearing S.46°16'59"W., 312.36 feet) to a point of tangency; 7) S.55°41'31"W., a distance of 83.50 feet to a point of curvature; 8) Southwesterly, 260.83 feet along the arc of a tangent curve to the right having a radius of 955.37 feet and a central angle of 15°38'34" (chord bearing S.63°30'48"W., 260.02 feet) to a point of tangency; 9) S.71°20'05"W., a distance of 491.95 feet to a point of curvature; 10) Westerly, 160.34 feet along the arc of a tangent curve to the right having a radius of 716.78 feet and a central angle of 12°49'01" (chord bearing S.77°44'36"W., 160.01 feet) to a point of tangency; 11) S.84°09'06"W., a distance of 3.24 feet to a point of curvature; 12) Southwesterly, 374.53 feet along the arc of a tangent curve to the left having a radius of 573.69 feet and a central angle of 37°24'20" (chord bearing S.65°26'56"W., 367.92 feet) to a point of tangency; 13) S.46°44'46"W., a distance of 122.40 feet to a point of curvature; 14) Southwesterly, 342.52 feet along the arc of a tangent curve to the left having a radius of 955.37 feet and a central angle of 20°32'30" (chord bearing S.36°28'31"W., 340.69 feet) to a point of tangency; 15) S.26°12'16"W., a distance of 783.03 feet; 16) S.27°29'11"W., a distance of 2327.29 feet; thence N.62°30'49"W., a distance of 550.00 feet; thence S.27°29'11"W., a distance of 472.90 feet; thence N.19°50'54"W., a distance of 87.77 feet; thence S.84°12'20"W., a distance of 105.61 feet; thence S.57°04'43"W., a distance of 48.69 feet; thence S.32°07'28"W., a distance of 81.84 feet; thence S.59°41'19"W., a distance of 131.53 feet; thence N.43°40'55"W., a distance of 383.94 feet; thence N.46°19'05"E., a distance of 615.59 feet; thence N.62°30'49"W., a distance of 6.34 feet; thence N.39°49'25"E., a distance of 261.29 feet; thence N.09°32'18"E., a distance of 150.84 feet; thence N.20°16'20"W., a distance of 120.10 feet; thence N.39°18'35"W., a distance of 85.19 feet; thence N.38°07'30"E., a distance of 126.41 feet; thence Northerly, 33.15 feet along the arc of a non-tangent curve to the left having a radius of 610.00 feet and a central angle of 03°06'50" (chord bearing N.18°52'01"W., 33.15 feet); thence N.20°25'26"W., a distance of 594.24 feet; thence Northerly, 279.03 feet along the arc of a tangent curve to the right having a radius of 465.00 feet and a central angle of 34°22'51" (chord bearing N.03°14'00"W., 274.86 feet); thence N.62°54'32"W., a distance of 160.58 feet; thence S.27°29'11"W., a distance of 714.44 feet; thence N.62°30'49"W., a distance of 208.43 feet; thence Northwesterly, 111.63 feet along the arc of a tangent curve to the right having a radius of 207.60 feet and a central angle of 30°48'28" (chord bearing N.47°06'36"W., 110.29 feet); thence N.51°46'21"W., a distance of 112.78 feet; thence N.63°58'35"W., a distance of 104.93 feet; thence Southwesterly, 1184.31 feet along the arc of a tangent curve to the left having a radius of 660.08 feet and a central angle of 102°48'02" (chord bearing S.64°37'24"W., 1031.73 feet); thence N.76°46'38"W., a distance of 263.43 feet; thence Westerly, 207.82 feet along the arc of a non-tangent curve to the left having a radius of 1327.32 feet and a central angle of 08°58'15" (chord bearing N.68°28'15"W., 207.61 feet); thence Northwesterly, 259.74 feet along the arc of a reverse curve to the right having a radius of 690.00 feet and a central angle of 21°34'07" (chord bearing N.62°10'19"W., 258.21 feet); thence N.51°23'16"W., a distance of 382.09 feet to the Easterly boundary of a 150.00 foot wide Access

02018-042

Easement, according to that certain Agreement recorded in Official Records Instrument 2015078648, of the Public Records of Sarasota County, Florida; thence along said Easterly boundary the following two (2) courses: 1) Northeasterly, 633.35 feet along the arc of a non-tangent curve to the left having a radius of 1030.00 feet and a central angle of 35°13'52" (chord bearing N.31°37'36"E., 623.42 feet); 2) N.14°00'40"E., a distance of 246.93 feet; thence S.75°59'20"E., a distance of 176.00 feet; thence N.14°00'40"E., a distance of 50.02 feet; thence Northeasterly, 100.66 feet along the arc of a tangent curve to the right having a radius of 89.00 feet and a central angle of 64°47'58" (chord bearing N.46°24'39"E., 95.38 feet); thence N.05°57'59"W., a distance of 151.37 feet; thence N.83°57'54"E., a distance of 583.45 feet; thence S.77°46'44"E., a distance of 43.00 feet; thence Easterly, 262.22 feet along the arc of a non-tangent curve to the left having a radius of 1825.00 feet and a central angle of 08°13'57" (chord bearing N.77°03'12"E., 262.00 feet); thence Easterly, 88.91 feet along the arc of a compound curve to the left having a radius of 1825.01 feet and a central angle of 02°47'29" (chord bearing N.71°32'29"E., 88.90 feet); thence Northeasterly, 107.66 feet along the arc of a compound curve to the left having a radius of 820.00 feet and a central angle of 07°31'21" (chord bearing N.66°23'04"E., 107.58 feet); thence N.62°37'24"E., a distance of 282.16 feet; thence N.25°19'23"W., a distance of 383.82 feet; thence S.89°36'36"W., a distance of 73.34 feet; thence N.43°52'37"W., a distance of 119.82 feet; thence N.64°48'41"W., a distance of 90.24 feet; thence N.66°23'57"W., a distance of 66.02 feet; thence N.61°37'47"W., a distance of 67.21 feet; thence N.19°16'38"E., a distance of 36.21 feet; thence N.45°23'03"W., a distance of 22.98 feet; thence N.20°09'32"E., a distance of 38.76 feet; thence N.36°22'38"E., a distance of 65.59 feet; thence S.88°25'30"E., a distance of 26.84 feet; thence N.69°14'28"E., a distance of 59.15 feet; thence N.69°14'28"E., a distance of 46.90 feet; thence N.47°17'20"E., a distance of 43.50 feet; thence S.83°09'30"E., a distance of 151.38 feet; thence N.07°38'28"E., a distance of 257.57 feet; thence N.50°34'53"W., a distance of 132.53 feet; thence N.50°34'53"W., a distance of 62.56 feet; thence Northwesterly, 56.58 feet along the arc of a tangent curve to the right having a radius of 265.00 feet and a central angle of 12°14'02" (chord bearing N.44°27'52"W., 56.48 feet); thence N.59°40'09"W., a distance of 129.94 feet; thence N.59°45'40"W., a distance of 205.44 feet; thence Northwesterly, 29.09 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 33°19'58" (chord bearing N.43°05'41"W., 28.68 feet); thence N.26°25'42"W., a distance of 60.00 feet to a point on the Easterly boundary of said 150.00 foot wide Access Easement; thence along said Easterly boundary, N.63°34'18"E., a distance of 133.23 feet; thence N.34°59'27"W., a distance of 75.85 feet to a point on the centerline of said 150.00 foot wide Access Easement; thence along said centerline the following nine (9) courses: 1) N.63°34'18"E., a distance of 150.23 feet to a point of curvature; 2) Northeasterly, 1164.84 feet along the arc of a tangent curve to the left having a radius of 955.00 feet and a central angle of 69°53'06" (chord bearing N.28°37'45"E., 1093.96 feet) to a point of tangency; 3) N.06°18'48"W., a distance of 1214.80 feet to a point of curvature; 4) Northerly, 515.83 feet along the arc of a tangent curve to the right having a radius of 955.00 feet and a central angle of 30°56'52" (chord bearing N.09°09'38"E., 509.59 feet) to a point of tangency; 5) N.24°38'04"E., a distance of 699.55 feet to a point of curvature; 6) Northerly, 401.96 feet along the arc of a tangent curve to the left having a radius of 955.00 feet and a central angle of 24°06'58" (chord bearing N.12°34'35"E., 399.00 feet) to a point of tangency; 7) N.00°31'06"E., a distance of 255.04 feet to a point of curvature; 8) Northerly, 1683.14 feet along the arc of a tangent curve to the right having a radius of 2865.00 feet and a central angle of 33°39'37" (chord bearing N.17°20'54"E., 1659.04 feet) to a point of tangency; 9) N.34°10'43"E., a distance of 1104.05 feet to aforesaid

Southerly right of way line of Clark Road; thence along said Southerly right of way line of Clark Road, S.55°49'33"E., a distance of 74.37 feet to the **POINT OF BEGINNING**.
Containing 937.304 acres, more or less.

Together with

LT RANCH ADDITIONAL PARCEL "A"

DESCRIPTION: A parcel of land lying in Sections 27, 28 and 33, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence along the East boundary of said Section 28, S.00°01'11"E., a distance of 4643.93 feet to the **POINT OF BEGINNING**; thence S.62°30'49"E., a distance of 261.37 feet to the centerline of a Sarasota County Permanent Easement, recorded in Official Records Book 527, Page 36, of the Public Records of Sarasota County, Florida; thence Southerly along the said centerline, S.27°29'11"W., a distance of 706.58 feet; thence N.62°30'49"W., a distance of 803.59 feet; thence N.59°41'19"E., a distance of 131.53 feet; thence N.32°07'28"E., a distance of 81.84 feet; thence N.57°04'43"E., a distance of 48.69 feet; thence N.84°12'20"E., a distance of 105.61 feet; thence S.19°50'54"E., a distance of 87.77 feet; thence N.27°29'11"E., a distance of 472.90 feet; thence S.62°30'49"E., a distance of 288.63 feet to the **POINT OF BEGINNING**.

Containing 10.078 acres, more or less.

Together with

LT RANCH ADDITIONAL PARCEL "B"

DESCRIPTION: A parcel of land lying in Section 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence along the East boundary of said Section 28, S.00°01'11"E., a distance of 4643.93 feet; thence N.62°30'49"W., a distance of 288.63 feet; thence S.27°29'11"W., a distance of 472.90 feet; thence N.19°50'54"W., a distance of 87.77 feet; thence S.84°12'20"W., a distance of 105.61 feet; thence S.57°04'43"W., a distance of 48.69 feet; thence S.32°07'28"W., a distance of 81.84 feet; thence S.59°41'19"W., a distance of 131.53 feet; thence N.43°40'55"W., a distance of 383.94 feet; thence N.43°40'55"W., a distance of 50.55 feet; thence N.88°09'08"E., a distance of 13.22 feet; thence N.68°57'37"E., a distance of 20.59 feet; thence N.55°00'32"E., a distance of 27.49 feet; thence N.43°21'45"E., a distance of 23.32 feet; thence N.46°23'50"E., a distance of 24.79 feet; thence N.42°52'46"E., a distance of 14.61 feet; thence N.51°22'55"E., a distance of 42.08 feet; thence N.28°57'29"W., a distance of 85.01 feet; thence N.43°37'04"E., a distance of 93.41 feet; thence N.37°15'47"E., a distance of 58.78 feet; thence N.22°32'15"E., a distance of 158.16 feet; thence N.08°19'05"E., a distance of 62.59 feet; thence N.03°46'48"E., a distance of 149.74 feet; thence N.25°25'22"E., a distance of 174.19 feet; thence N.08°46'38"W., a distance of 182.89 feet; thence N.42°13'41"W., a distance of 464.45 feet; thence N.85°47'13"W., a distance of 58.85 feet; thence S.27°29'11"W., a distance of 6.91 feet; thence N.62°30'49"W., a distance of 16.08 feet to the **POINT OF BEGINNING**; thence N.85°47'13"W., a distance of 15.67 feet; thence N.85°47'14"W., a distance of 707.72 feet; thence S.82°50'50"W., a distance of 168.62 feet; thence N.25°29'14"W., a distance of 277.15 feet; thence Easterly, 593.47 feet along the arc of a non-tangent curve to the right having a radius of 660.08 feet and a central angle of 51°30'52" (chord bearing S.89°44'01"E., 573.68 feet); thence S.63°58'35"E., a distance of 104.93 feet; thence S.51°46'21"E., a distance of 112.78 feet; thence Southeasterly, 111.63 feet along the arc of a non-tangent curve to the left having a radius of 207.60 feet and a central angle of 30°48'28"

(chord bearing S.47°06'36"E., 110.29 feet); thence S.62°30'49"E., a distance of 192.35 feet to the **POINT OF BEGINNING**.

Containing 4.603 acres, more or less.

Together with

LT RANCH ADDITIONAL PARCEL "C"

DESCRIPTION: A parcel of land lying in Section 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence along the North boundary of said Section 28, N.89°42'20"W., a distance of 1782.38 feet to a point on the Centerline of a 150.00 foot wide Access Easement, according to that certain Agreement recorded in Official Records Instrument 2015078648, of the Public Records of Sarasota County, Florida; thence along said Centerline of the 150.00 foot wide Access Easement, the following two (2) courses: 1) Southwesterly, 310.53 feet along the arc of a non-tangent curve to the right having a radius of 955.00 feet and a central angle of 18°37'49" (chord bearing S.54°15'23"W., 309.16 feet); 2) S.63°34'18"W., a distance of 150.23 feet; thence S.34°59'27"E., a distance of 75.85 feet to a point on the Easterly boundary of the aforesaid 150.00 foot wide Access Easement; thence along said Easterly boundary of the 150.00 foot wide Access Easement, S.63°34'18"W., a distance of 133.23 feet to the **POINT OF BEGINNING**; thence S.26°25'42"E., a distance of 59.84 feet; thence Southeasterly, 29.09 feet along the arc of a tangent curve to the left having a radius of 50.00 feet and a central angle of 33°19'58" (chord bearing S.43°05'41"E., 28.68 feet); thence S.59°45'40"E., a distance of 205.44 feet; thence S.59°40'09"E., a distance of 129.94 feet; thence Southeasterly, 56.58 feet along the arc of a non-tangent curve to the left having a radius of 265.00 feet and a central angle of 12°14'02" (chord bearing S.44°27'52"E., 56.48 feet); thence S.50°34'53"E., a distance of 62.56 feet; thence S.50°34'53"E., a distance of 132.53 feet; thence S.07°38'28"W., a distance of 257.57 feet; thence N.83°09'30"W., a distance of 151.38 feet; thence S.47°17'20"W., a distance of 43.50 feet; thence S.69°14'28"W., a distance of 46.90 feet; thence S.69°14'28"W., a distance of 59.15 feet; thence N.88°25'30"W., a distance of 26.84 feet; thence S.36°22'38"W., a distance of 65.59 feet; thence S.20°09'32"W., a distance of 38.76 feet; thence S.45°23'03"E., a distance of 22.98 feet; thence S.19°16'38"W., a distance of 36.21 feet; thence S.61°37'47"E., a distance of 67.21 feet; thence S.66°23'57"E., a distance of 66.02 feet; thence S.64°48'41"E., a distance of 90.24 feet; thence S.43°52'37"E., a distance of 119.82 feet; thence N.89°36'36"E., a distance of 73.34 feet; thence S.25°19'23"E., a distance of 383.82 feet; thence S.62°37'24"W., a distance of 282.16 feet; thence Southwesterly, 107.66 feet along the arc of a tangent curve to the right having a radius of 820.00 feet and a central angle of 07°31'21" (chord bearing S.66°23'04"W., 107.58 feet); thence Westerly, 88.91 feet along the arc of a compound curve to the right having a radius of 1825.01 feet and a central angle of 02°47'29" (chord bearing S.71°32'29"W., 88.90 feet); thence Westerly, 262.22 feet along the arc of a compound curve to the right having a radius of 1825.00 feet and a central angle of 08°13'57" (chord bearing S.77°03'12"W., 262.00 feet); thence N.77°46'44"W., a distance of 43.00 feet; thence S.83°57'54"W., a distance of 583.45 feet; thence S.05°57'59"E., a distance of 151.37 feet; thence Southwesterly, 100.66 feet along the arc of a non-tangent curve to the left having a radius of 89.00 feet and a central angle of 64°47'58" (chord bearing S.46°24'39"W., 95.38 feet); thence S.14°00'40"W., a distance of 50.02 feet; thence N.75°59'20"W., a distance of 176.00 feet to a point on the aforesaid Easterly boundary of the 150.00 foot wide Access Easement; thence along said Easterly boundary of the 150.00 foot wide Access Easement, the following three (3) courses: 1) N.14°00'40"E., a distance of 1326.10 feet; 2) Northeasterly, 759.14 feet along the arc

of a tangent curve to the right having a radius of 880.00 feet and a central angle of 49°25'35" (chord bearing N.38°43'27"E., 735.82 feet); 3) N.63°30'16"E., a distance of 120.96 feet to the **POINT OF BEGINNING.**

Containing 37.431 acres, more or less.

Together with

LT RANCH ADDITIONAL PARCEL "D"

DESCRIPTION: A parcel of land lying in Section 28, Township 37 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 28, run thence along the East boundary of said Section 28, S.00°01'11"E., a distance of 4643.93 feet; thence N.62°30'49"W., a distance of 288.63 feet; thence S.27°29'11"W., a distance of 472.90 feet; thence N.19°50'54"W., a distance of 87.77 feet; thence S.84°12'20"W., a distance of 105.61 feet; thence S.57°04'43"W., a distance of 48.69 feet; thence S.32°07'28"W., a distance of 81.84 feet; thence S.59°41'19"W., a distance of 131.53 feet; thence N.43°40'55"W., a distance of 383.94 feet to the **POINT OF BEGINNING**; thence N.43°40'55"W., a distance of 50.55 feet; thence N.88°09'08"E., a distance of 13.22 feet; thence N.68°57'37"E., a distance of 20.59 feet; thence N.55°00'32"E., a distance of 27.49 feet; thence N.43°21'45"E., a distance of 23.32 feet; thence N.46°23'50"E., a distance of 24.79 feet; thence N.42°52'46"E., a distance of 14.61 feet; thence N.51°22'55"E., a distance of 42.08 feet; thence N.28°57'29"W., a distance of 85.01 feet; thence N.46°18'09"E., a distance of 65.83 feet; thence N.37°15'41"E., a distance of 86.61 feet; thence N.22°32'15"E., a distance of 158.16 feet; thence N.08°19'05"E., a distance of 62.59 feet; thence N.03°46'48"E., a distance of 149.74 feet; thence N.25°25'22"E., a distance of 174.19 feet; thence N.08°46'38"W., a distance of 182.89 feet; thence N.42°13'41"W., a distance of 464.45 feet; thence N.85°47'13"W., a distance of 58.85 feet; thence N.27°29'11"E., a distance of 707.53 feet; thence S.62°54'32"E., a distance of 160.58 feet; thence Southerly, 279.03 feet along the arc of a non-tangent curve to the left having a radius of 465.00 feet and a central angle of 34°22'51" (chord bearing S.03°14'00"E., 274.86 feet); thence S.20°25'26"E., a distance of 594.24 feet; thence Southerly, 33.15 feet along the arc of a tangent curve to the right having a radius of 610.00 feet and a central angle of 03°06'50" (chord bearing S.18°52'01"E., 33.15 feet); thence S.38°07'30"W., a distance of 126.41 feet; thence S.39°18'35"E., a distance of 85.19 feet; thence S.20°16'20"E., a distance of 120.10 feet; thence S.09°32'18"W., a distance of 150.84 feet; thence S.39°49'25"W., a distance of 261.29 feet; thence S.62°30'49"E., a distance of 6.34 feet; thence S.46°19'05"W., a distance of 615.59 feet to the **POINT OF BEGINNING.**

Containing 13.684 acres, more or less.

All Together Containing 1,003.100 acres, more or less.

02018-042

**CONSTRUCTION FUNDING AGREEMENT
(LORRAINE ROAD)**

THIS AGREEMENT is made and entered into by and between the following parties and to be effective the 24th day of February, 2023:

LT RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Sarasota County, Florida, and whose mailing address is c/o JPWard and Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 ("**District**"); and

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is c/o 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232 ("**Developer**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners for Sarasota County, Florida, and for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the owner and/or developer of certain parcels of land in Sarasota County, Florida, located within the boundaries of the District; and

WHEREAS, Sarasota County, a political subdivision of the State of Florida ("**County**"), and the District have entered into or intend to enter into that certain *Interlocal Agreement between Sarasota County, Florida and LT Ranch Community Development District relating to the Design and Permitting of Lorraine Road*, dated February 24, 2023 ("**Lorraine Road Construction Agreement**"), and pursuant to which the District has agreed, among other things, to design and construct an expansion of a 1.95-mile segment of Lorraine Road and related improvements (all obligations under the Lorraine Road Construction Agreement together, "**Project**"); and

WHEREAS, the District does not presently have, or anticipates that it soon will not have, sufficient funds available to undertake the Project; and

WHEREAS, in consideration of the District undertaking the Project, the Developer has agreed to provide the necessary funds for the District to complete the Project, as well as guarantee the completion of the District's obligations under the Lorraine Road Construction Agreement;

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **Funding.** In consideration of the District undertaking the Project, the Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with,

and expedite, the design, engineering, and construction of the Project, and otherwise address any other financial or other obligations of the District under the Interlocal Agreement. Developer will make such funds available on a monthly basis, and within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

3. **Payment and Performance Bonds; Real Estate Interests; Other Obligations.** Upon written request of the District, and at no cost to the District, the Developer shall provide to the District: (i) any performance bonds, maintenance bonds, warranty bonds, or other forms of security that may be required of the District under the Lorraine Road Construction Agreement, and (ii) any real estate interests required for the Project and/or pursuant to, and in conformance with, the Lorraine Road Construction Agreement.

4. **CDD Responsible for Maintenance Obligations.** Notwithstanding anything to the contrary herein, nothing herein shall be construed as requiring the Developer to fund any of the District's obligations to operate and maintain the right-of-way and related improvements that are to be designed and constructed by the District pursuant to the Lorraine Road Construction Agreement. That said, and at the District's request, the Developer shall fund any work necessary to address defects in materials and workmanship during any warranty period established under the Lorraine Road Construction Agreement or as otherwise required by the County.

5. **Mobility Credits.** In consideration of the Developer providing funding to the District for the Project, the District shall assign to the Developer any cash, mobility fee credits or other credits provided to the District by the County and pursuant to the Lorraine Road Construction Agreement.

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

7. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

10. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

11. **Notices.** All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first written above. Except as otherwise

provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

12. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

13. **Assignment.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

14. **Controlling Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

15. **Effective Date.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

16. **Public Records.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Agreement are public records and are treated as such in accordance with Florida law.

[CONTINUED ON NEXT PAGE]

**AGREEMENT FOR ENGINEERING SERVICES
(LORRAINE ROAD EXTENSION)**

THIS AGREEMENT (“Agreement”) is made and entered into this 14th day of March, 2023, by and between:

LT Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Sarasota County, Florida (“**District**”); and

Stantec Consulting Services Inc., providing professional engineering services with a mailing address of 6920 Professional Parkway, Sarasota, Florida 34240 (“**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the Board of County Commissioners in and for Sarasota County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services for the Lorraine Road extension project; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services in connection with the Lorraine Road extension project, including:

- i. Preparation of any necessary reports and attendance at meetings of the Board.
- ii. Periodic visits to the site, or full-time construction management of the District project, as directed by District.
- iii. Processing of contractor's pay estimates.
- iv. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
- v. Final inspection and requested certificates for construction including the final certificate of construction.
- vi. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
- vii. Any other activity related to construction as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of

contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Engineer's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

9. OWNERSHIP OF DOCUMENTS.

- a. Upon full payment of all monies owed to Engineer, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer, to retain possession for a longer period of time.

The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Engineer's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units. Notwithstanding the foregoing, but subject to applicable law, the District's right to inspect, copy and audit shall not extend to the composition of Engineer's rates and fees, percentage of mark-ups or multipliers but shall apply only to their application to the applicable units.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his reasonable judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost

within any limitation established by the District will be considered additional services and justify additional fees.

13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

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

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

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change in coverage or limits or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this

Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Engineer's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units. Notwithstanding the foregoing, but subject to applicable law, the District's right to inspect, copy and audit shall not extend to the composition of Engineer's rates and fees, percentage of mark-ups or multipliers but shall apply only to their application to the applicable units.

16. INDEMNIFICATION. Engineer agrees to indemnify and hold the District and the District's officers and employees harmless (but not defend) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. Neither the District nor the Engineer shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies. It is further agreed that the total amount of all claims the District may have against the Engineer under an individual Work Authorization or arising from the performance or non-performance of the Services called for by a specific individual Work Authorization under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the greater of the fees paid to the Engineer pursuant to that individual Work Authorization or Two Million Dollars. No claim may be brought against the Engineer in contract or tort more than two (2) years after the cause of action arose. As the District's sole and exclusive remedy under this Agreement or any Work Authorization, any claim, demand or suit shall be directed and/or asserted only against the Engineer and not against any of the Engineer's employees, officers or directors.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JAMES P. WARD, JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FLORIDA 33308, AND E-MAIL JIMWARD@JPWARDASSOCIATES.COM.

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees

of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in the jurisdiction in which the District is located.

27. TERMINATION. The District or Engineer may terminate this Agreement for cause immediately upon notice to the other party upon seven (7) days prior written notice. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer

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

32. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

33. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

James P. Ward, Secretary

John Wollard, Board of Supervisors

STANTEC CONSULTING SERVICES INC.

Debra Sheahan

Witness

Michael A. Kennedy

By: Michael A. Kennedy
Its: Executive Vice President



SCHEDULE OF FEES


Effective January 1, 2023

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 111.00
Level 4	\$ 122.00
Level 5	\$ 139.00
Level 6	\$ 143.00
Level 7	\$ 152.00
Level 8	\$ 162.00
Level 9	\$ 168.00
Level 10	\$ 173.00
Level 11	\$ 189.00
Level 12	\$ 198.00
Level 13	\$ 209.00
Level 14	\$ 219.00
Level 15	\$ 232.00
Level 16	\$ 256.00
Level 17	\$ 265.00
Level 18	\$ 270.00
Level 19	\$ 281.00
Level 20	\$ 291.00
Level 21	\$ 309.00
1 Person Field Crew	\$ 145.00
2 Person Field Crew	\$ 200.00
3 Person Field Crew	\$ 255.00
4 Person Field Crew	\$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

**LT RANCH COMMUNITY
DEVELOPMENT DISTRICT**


By: John Holland
Its: Chairman

TAYLOR MORRISON OF FLORIDA, INC.


By: Jason Pote
Its: Vice President

WORK AUTHORIZATION NO. 1 - Engineering Services

SCOPE OF SERVICES

Task 210 – Permit and Construction Plans for 4-Lane of Existing Roadway

Stantec will prepare site and development/ construction plans as one concurrent set of drawings for a single phase of construction plans to widen 2.0 miles of existing roadway; plans to be reviewed and permitted through the County's Land Development and the Southwest Florida Water Management District permitting processes.

Construction plans will include paving and grading, tie into existing drainage system, sizing of drainage crossings, pavement markings, and landscaping revisions. Design of the drainage system will include review of current construction plans to ensure compatibility with a 4-lane section, ensuring existing by-pass swale systems are sized appropriately, confirm drainage crossings and sizing of existing stormwater ponds. The plans will also include landscape plans to address the modification of existing landscaping and irrigation. The table below provides a summary of sheet type and number of sheets anticipated for each submittal.

Anticipated plan sheets and submittal stages:

PLAN SHEETS	# SHEET (original)	PLAN PHASE	
		60%	100%
Cover Sheet	1	C	F
Plan Set Legend (Key Sheet)	1	P	F
Demolition Plan (Selective Clearing and Grubbing)	2	P	F
Typical Sections	2	C	F
General Notes	1	P	F
Project Layout (1" = 600')	2	C	F
Project Control Sheet	1	C	F
Mainline Roadway Plan-Profile (1" = 40')	17	P	F
Mainline X-Sections (100' spacing)	52	P	F
Pond Plan Sheets and Details	5	P	F
Drainage Structure Details	17	P	F
Driveway Profiles / Intersection Details	4	P	F
Miscellaneous Details	3	P	F
Signing and Marking Plans (1" = 40')	17	P	F
Traffic Control Plans/MOT	4	P	F
Best Management Plan (1" = 80')	9	P	F
Landscape Plan	17	P	F
TOTAL	155		
P – Preliminary C – Complete F - Final			

Additionally, Stantec will prepare an updated opinion of probable construction cost (OPC) for each plan submittal. Plans will be reviewed with Client at 60% and 100% design stages. Plans will be prepared in accordance with the following standards:

- Sarasota County Standards (Unified Development Code, Latest Revisions)

- The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida, Latest Edition
- The Florida Department of Transportation Standard Plans, Design Manual, Latest Edition, and applicable standards
- Florida Administrative Code (Water Management District 40D F.A.C.)

Task 210 Deliverables:

Permit Plan Set

Construction Plan Set

EOPC at 60% and 100% submittal

Task 220 – Bid Phase Services

Stantec will prepare construction bid documents for the construction plans including wetland mitigation plans (wetland mitigation quantities to be provided by Environmental Consultant). The bid documents will be prepared using the Sarasota County Public Works format and will include standard front-end documentation, construction contract, quantity bid schedule, technical specifications, supplemental technical specifications, quantity take-off figures, cut-and-fill analysis, and general conditions of construction for the improvements designed within the construction drawings. One quantity take-off and opinion of probable cost will be provided based on the completed final construction plans. The primary objective of the bid phase is to finalize all contract documents and prepare the bid package. County will provide all contract documents not specifically identified above.

Stantec will respond to bidders' requests for additional information. Schedule and conduct the bid opening. Evaluate the bids and make a recommendation to the Client. During land acquisition for the project there may be various changes made to the proposed right-of-way and easements due to negotiations and settlement of right-of-way issues. The contract plans and all component plans will be updated (maximum two times) to include final right-of-way and easements.

Task 220 Deliverables:

Bid set Construction Phase Plans

Specifications and Technical Provisions

Construction Schedule

Pay items and quantity take-off

Engineer's Opinion of Probable Cost

Task 230 – Construction Phase Services

Provide general construction observation of site construction for a single construction phase. Attend a pre-construction meeting, review shop drawings, provide input to contractor's requests for payment, review test reports and record drawings, and conduct final observation of construction/ testing coordination as required by Sarasota County Capital Projects. Scope and fee are based on a single construction phase for

certification. It is assumed that construction will be completed over the course of eighteen (18) months.

Task 240 – Project Expenses

Expenses and labor costs for copying and transmittal of electronic files, blueprinting, reproduction services, color graphics, local deliveries, and overnight express delivery services shall be payable under this task.

EXCLUDED SERVICES:

The following items are not included in this Scope of Services:

- Environmental Services (Wetland Evaluation Report, Wetland Delineation/ Classification/ Assessment, and Mitigation determination)
- Wetland flagging (SHWL/ NP water level identification)
- Endangered Species Report
- Grand Tree Assessment
- Traffic/ Transportation network analysis
- Hazardous waste studies (Phase I Assessments, e.g.)
- Utilities Design
- Engineering services during construction, which are not specifically a part of this scope
- Permit application fees
- Cultural Resources Assessment
- Retaining Wall Design
- Structural Design of Drainage Systems
- Subsurface Utility Engineering
- Scrub Jay Mitigation Services
- Construction Stake-Out (To be provided by the general contractor for the road construction.)

FEE

Task	Service	Fee Type	Fee Amount
210	Permit/ Construction Plans 4-Lane Existing Rdwy	Fixed Fee	\$ 400,000
220	Bid Phase Services	T/M*	(est.) \$ 25,000
230	Construction Phase Services	T/M*	(est.) \$ 150,000
240	Project Expenses	T/M*	(est.) \$ 2,000
Total			\$ 577,000

* Time and Material (T/M) estimates are based upon past experience, but the actual fee may be more or less due to factors outside of Stantec's control.

SKYE RANCH COMMUNITY DEVELOPMENT DISTRICT

**Monthly Asset Manager's Report
February 2023**

Prepared For:
James Ward
Community Development District Manager

Prepared By:



Calvin, Giordano & Associates, Inc.

A SAFEbuilt[®] COMPANY

CGA Project No. 20-4050
March 1, 2023

**SKYE RANCH
COMMUNITY DEVELOPMENT DISTRICT**

TABLE OF CONTENTS

I. PURPOSE	4
II. CURRENT ASSET UPDATES	4
III. DISTRICT ASSET MANAGER INSPECTION PHOTOS.....	7
IV. ASSET MANAGER’S REPORT COMPLETE	15

**WENTWORTH ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

LIST OF APPENDICES

APPENDIX A LOCATION MAP

I. PURPOSE

The purpose of this report is to provide the District Manager an update of recent inspection related activities. We will continue to provide updated monthly inspection reports on the status of ongoing field activities.

II. CURRENT ASSET UPDATES

1. Landscaping
2. Lake Maintenance
3. Amenity Maintenance
4. Future Items

1. Landscaping

The mulching of hurricane debris along the trail system has been completed and the areas are doing much better. Removal of fallen trees around the perimeter of the large preserve area has begun and should be completed in the next week or two.

Everglades Pine Straw installed 1200 bales of pine straw along Lorraine Boulevard.

Sunnygrove Landscaping coned off the grasses along Lorraine Boulevard and Autumn Breeze.

Club care changed out 1200 annuals on Autumn Breeze.

Received a report that the front entrance streetlights were out and contacted Palm River Electric who diagnose the problem and repair the lights the next day.

Sunnygrove Landscaping installed several new plantings along the Lorraine Boulevard and Autumn Breeze to fill in any gaps or bear areas.

Overall Outdoor Services reestablish the trail with 80 yards of shell rock at a distance of 6250 feet. They will be on-site the first week in March to compact the shell path.

Pre-bid meeting took place on February 2nd and bid opening was February 16th. The CDD received two bids with the lowest bidder being Sunnygrove at \$276,199.00. The CDD is in the process of calling references and will have our findings early next week.

2. Lake Maintenance

The neighborhood 1 areas are doing well. All maintenance in the preserves and creation area will be underway in February and will be completed before the end of the month. Some areas are dryer this treatment due to the lack of rainfall. The lakes are also experiencing falling water levels and the maintenance team is concentrating on responding to a few algae calls, picking up trash, and treating shoreline weeds. No significant problems have been encountered with any of the maintenance targets.

MRI Under Water Specialist completed the cleaning in phase 1 on the storm drain structures.

3. Amenity Maintenance

The playground had to be temporarily closed due to a broken platform. Cedar Works the manufacture of the playground was contacted and has stated that all materials are under warranty for life. Playscape came out and made the necessary repairs to the playground. In addition to the repairs playscape has also installed eight cubic yards of ADA mulch to fill in some areas that were missing and unsightly. The playground was also spread for wasps.

4. Future Items

Follow up on a panel missing on the playground. The repairs will be made the first week in March.

Follow up with Naples Pressure Cleaning to pressure clean the curb and gutter and sidewalks along Lorraine Blvd and Autumn Breeze.

III. DISTRICT ASSET MANAGER INSPECTION PHOTOS



Playground Repaired



Playground Repaired



ADA Mulch



Shell Path Restored



New Plantings on Loraine Blvd.



Playground Before Repairs



Playground Before Repairs



Playground Before Repairs



Shell Path Being Restored



Shell Path Being Restored



Conned Grasses



Clearing Of Debris On Shell Path



Before New ADA Mulch



Clearing of Debris On The Shell Path

IV. ASSET MANAGER'S REPORT COMPLETE

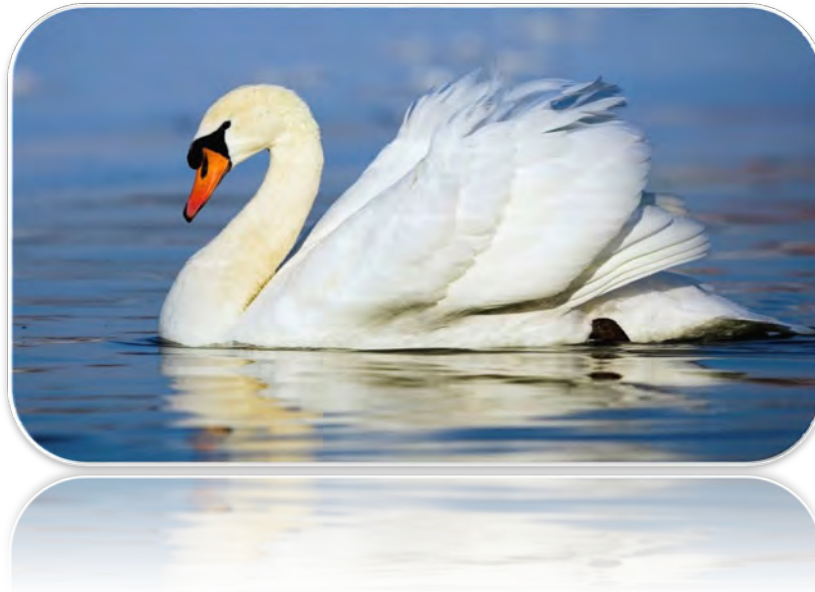
By: _____
By: Richard Freeman
District Field Manager

APPENDIX A LOCATION MAP




Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS™
 1800 Eller Drive, Suite 600 · Fort Lauderdale, FL 33316
 (phone) 954.921.7781 · (fax) 954.266.6487
 Certificate of Authorization #514

LT RANCH COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS – FEBRUARY 2023

FISCAL YEAR 2023

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

LT Ranch Community Development District

Table of Contents

<i>Balance Sheet – All Funds</i>	<i>1-2</i>
<i>Statement of Revenue, Expenditures and Changes in Fund Balance</i>	
<i>General Fund</i>	<i>3-7</i>
<i>Debt Service Fund</i>	
<i>Series 2019</i>	<i>8</i>
<i>Series 2022-1</i>	<i>9</i>
<i>Series 2022-2</i>	<i>10</i>
<i>Capital Project Fund</i>	
<i>Series 2019</i>	<i>11</i>
<i>Series 2022-1</i>	<i>12</i>
<i>Series 2022-2</i>	<i>13</i>

JPWard & Associates, LLC

2301 NORTHEAST 37 STREET
FORT LAUDERDALE,
FLORIDA 33308

**LT Ranch Community Development District
Balance Sheet
for the Period Ending February 28, 2023**

	Governmental Funds							Account Groups General Long Term Debt	Totals (Memorandum Only)
	Debt Service Funds				Capital Project Funds				
	General Fund	Series 2019	Series 2022-1	Series 2022-2	Series 2019	Series 2022-1	Series 2022-2		
Assets									
Cash and Investments									
General Fund - Invested Cash	\$ 1,171,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,171,060
Debt Service Fund									
Interest Account		-	-	-					-
Sinking Account		-	-	-					-
Reserve Account		476,850	85,090	459,173					1,021,113
Revenue Account		364,416	-	-					364,416
Capitalized Interest		-	120,422	645,443					765,865
Prepayment Account									-
Construction Account					374	-	-		374
Cost of Issuance Account					-	9	22,434		22,443
Due from Other Funds									
General Fund	-	685,608	-	-	-	-	-	-	685,608
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-
Accounts Receivable									
	-	-	-	-	-	-	-	-	-
Other Assets - Current									
	580	-	-	-	-	-	-	-	580
Assessments Receivable									
	193,263	-	-	-	-	-	-	-	193,263
Unamortized Prem/Discount on Bonds Payable									
						19,747	61,353		81,100
Amount Available in Debt Service Funds									
	-	-	-	-	-	-	-	2,837,002	2,837,002
Amount to be Provided by Debt Service Funds									
	-	-	-	-	-	-	-	13,257,998	13,257,998
Total Assets	\$ 1,364,903	\$ 1,526,875	\$ 205,512	\$ 1,104,616	\$ 374	\$ 19,756	\$ 83,787	\$ 16,095,000	\$ 20,400,821

**LT Ranch Community Development District
Balance Sheet
for the Period Ending February 28, 2023**

	Governmental Funds							Account Groups General Long Term Debt	Totals (Memorandum Only)
	Debt Service Funds				Capital Project Funds				
	General Fund	Series 2019	Series 2022-1	Series 2022-2	Series 2019	Series 2022-1	Series 2022-2		
Liabilities									
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Developer	193,263				307,756				501,019
Due to Other Funds	-								
General Fund	-								
Debt Service Fund(s)	685,608								685,608
Bonds Payable									
Current Portion								\$335,000	335,000
Long Term									
Series 2019								\$15,760,000	15,760,000
Series 2022-1								\$0	
Series 2022-2									
Unamortized Prem/Disc on Bds Pybl					\$54,012				54,012
Total Liabilities	\$ 878,871	\$ -	\$ -	\$ -	\$ 361,768	\$ -	\$ -	\$ 16,095,000	\$ 17,335,639
Fund Equity and Other Credits									
Investment in General Fixed Assets	-	-	-	-	-	-	-	-	-
Fund Balance									
Restricted									
Beginning: October 1, 2022 (Unaudited)	-	848,583	-	-	(361,394)	-	-	-	487,189
Results from Current Operations	-	678,292	205,512	1,104,616	-	19,756	83,787	-	2,091,962
Unassigned									
Beginning: October 1, 2022 (Unaudited)	17,645	-	-	-	-	-	-	-	17,645
Results from Current Operations	468,387	-	-	-	-	-	-	-	468,387
Total Fund Equity and Other Credits	\$ 486,032	\$ 1,526,875	\$ 205,512	\$ 1,104,616	\$ (361,394)	\$ 19,756	\$ 83,787	\$ -	\$ 3,065,183
Total Liabilities, Fund Equity and Other Credits	\$ 1,364,903	\$ 1,526,875	\$ 205,512	\$ 1,104,616	\$ 374	\$ 19,756	\$ 83,787	\$ 16,095,000	\$ 20,400,821

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources								
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	N/A
Interest								
Interest - General Checking	-	-	-	-	-	\$0	-	N/A
Special Assessment Revenue								
Special Assessments - On-Roll	20	47,362	167,225	9,186	475,785	\$699,577	674,995	104%
Special Assessments - Off-Roll	-	-	-	138,810	-	\$138,810	-	N/A
Note Proceeds						\$0	-	N/A
Intragovernmental Transfer In						\$0	-	N/A
Total Revenue and Other Sources:	\$ 20	\$ 47,362	\$ 167,225	\$ 147,996	\$ 475,785	\$838,387	\$ 674,995	N/A
Expenditures and Other Uses								
Executive								
Professional Management	3,417	3,417	3,417	3,417	3,417	\$17,083	41,000	42%
Financial and Administrative								
Audit Services	-	-	-	500	-	\$500	4,300	12%
Accounting Services	1,417	1,417	1,417	1,417	1,417	\$7,083	17,000	42%
Assessment Roll Services	1,417	1,417	1,417	1,417	1,417	\$7,083	17,000	42%
Arbitrage Rebate Services	-	-	-	-	-	\$0	500	0%
Other Contractual Services								
Legal Advertising	-	575	-	-	-	\$575	2,000	29%
Trustee Services	-	-	-	5,214	-	\$5,214	6,695	78%
Dissemination Agent Services	-	-	-	-	-	\$0	5,000	0%
Property Appraiser Fees	-	-	-	-	-	\$0	-	N/A
Bank Service Fees	33	33	20	4	12	\$101	250	40%
Communications & Freight Services								
Postage, Freight & Messenger	-	-	-	-	10	\$10	200	5%

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
Computer Services - Website Development	-	-	-	-	-	\$0	2,000	0%
Insurance	-	5,842	-	-	-	\$5,842	6,000	97%
Printing & Binding	-	-	-	-	-	\$0	600	0%
Subscription & Memberships	-	175	-	-	-	\$175	175	100%
Legal Services								
Legal - General Counsel	-	-	-	17,013	-	\$17,013	7,500	227%
Legal - Series 2019 Bonds	-	-	-	-	-	\$0	-	N/A
Other General Government Services								
Engineering/ Field Services	-	-	-	19,391	-	\$19,391	7,500	259%
Stormwater Needs Analysis	-	-	-	3,000	-	\$3,000	-	N/A
NPDES	-	-	-	-	-	\$0	-	N/A
Contingencies	-	-	-	-	-	\$0	-	N/A
Other Current Charges	-	-	-	-	-	\$0	-	N/A
Emergency & Disaster Relief Services								
Hurricane Ian	-	7,140	5,950	125,720	-	\$138,810	-	N/A
Stormwater Management Services								
Lake, Lake Bank and Littoral Shelf Maintenance								
Professional Services								
Asset Management	-	-	3,167	1,583	-	\$4,750	19,000	25%
Repairs and Maintenance								
Aquatic Weed Control	-	-	-	-	-	\$0	15,500	0%
Littoral Shelf - Invasive Plant Control	-	-	-	-	-	\$0	3,200	0%
Lake Bank Maintenance	-	-	2,250	-	-	\$2,250	-	N/A
Detention Area Maintenance	-	-	-	-	-	\$0	-	N/A
Water Quality Testing	-	-	-	-	-	\$0	-	N/A
Littoral Shelf Planting	-	-	-	-	-	\$0	-	N/A
Control Structures, Catch Basins & Outfalls	-	-	-	2,000	-	\$2,000	22,500	9%
Preserve Services								N/A

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
Wetland Maintenance	-	-	13,735	9,450	-	\$23,185	37,800	61%
Enhancement Area Maintenance	-	-	-	800	-	\$800	33,400	2%
Creation Area Maintenance	-	-	-	-	-	\$0	-	N/A
Contingencies	-	-	-	-	-	\$0	11,240	0%
Operating Supplies	-	-	-	-	-	\$0	-	N/A
Capital Outlay	-	-	-	-	-	\$0	-	N/A
Lorraine Road Maintenance								
Professional Services								
Asset Management	-	-	1,667	833	-	\$2,500	10,000	25%
Utility Services								
Electric - Street Lights	260	340	624	723	645	\$2,593	11,200	23%
Irrigation Water	-	-	-	-	-	\$0	10,200	0%
Repairs and Maintenance								
Landscape Maintenance								
Periodic Maintenance	-	-	27,415	29,665	9,600	\$66,679	176,800	38%
Frost Damage	-	-	-	-	-	\$0	-	N/A
Vehicular Damage	-	1,600	-	-	-	\$1,600	36,000	4%
Tree Trimming	-	-	3,877	-	-	\$3,877	11,000	35%
Landscape Replacements	-	-	-	-	-	\$0	21,000	0%
Mulch Installation	-	-	24,496	-	-	\$24,496	34,000	72%
Annuals	-	-	-	-	2,471	\$2,471	6,000	41%
Roadway Lighting	-	-	-	-	-	\$0	6,000	0%
Landscape Lighting	-	-	-	-	-	\$0	-	N/A
Fountain Services	-	-	-	1,920	-	\$1,920	6,800	28%
Irrigation System	-	-	-	-	-	\$0	4,000	0%
Contingencies	-	2,500	2,500	2,500	-	\$7,500	15,080	50%
Operating Supplies	-	-	-	-	-	\$0	-	N/A
Capital Outlay	-	-	-	-	-	\$0	-	N/A

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
Contingencies	-	-	-	-	-	\$0	-	N/A
Community Park								
Professional Services								
Asset Management	-	-	1,000	500	-	\$1,500	6,000	25%
Utility Services								
Electric	-	-	-	-	-	\$0	-	N/A
Water and Sewer	-	-	-	-	-	\$0	-	N/A
Repairs and Maintenance								
Landscape Maintenance	-	-	-	-	-	\$0	19,800	0%
Tree Trimming	-	-	-	-	-	\$0	-	N/A
Landscape Replacements	-	-	-	-	-	\$0	-	N/A
Mulch Installation	-	-	-	-	-	\$0	1,600	0%
Irrigation System	-	-	-	-	-	\$0	2,200	0%
Snack Shack								
Utility Services								
Electric	-	-	-	-	-	\$0	-	N/A
Water and Sewer	-	-	-	-	-	\$0	-	N/A
Building Maintenance	-	-	-	-	-	\$0	-	N/A
Miscellaneous Repairs	-	-	-	-	-	\$0	-	N/A
Playground								
Miscellaneous Repairs	-	-	-	-	-	\$0	2,500	0%
Dog Park								
Miscellaneous Repairs	-	-	-	-	-	\$0	1,000	0%
Outdoor Sport Courts								
Miscellaneous Repairs	-	-	-	-	-	\$0	2,000	0%
Contingencies	-	-	-	-	-	\$0	1,455	0%
Reserves								
Operational Reserve (Future Years)	-	-	-	-	-	\$0	30,000	N/A

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
Other Financing Uses								
Note Payable-TM to Fund FY 2022 Operations	-	-	-	-	-	\$0	-	N/A
Other Fees and Charges								
Discounts/Collection Fees	-	-	-	-	-	\$0	-	N/A
Sub-Total:	6,543	24,455	92,949	227,066	18,987	\$370,000	674,995	55%
<hr/>								
Total Expenditures and Other Uses:	\$ 6,543	\$ 24,455	\$ 92,949	\$ 227,066	\$ 18,987	\$370,000	\$ 674,995	55%
<hr/>								
Net Increase/ (Decrease) in Fund Balance	(6,523)	22,906	74,275	(79,069)	456,797	\$468,387	-	
Fund Balance - Beginning	17,645	11,122	34,028	108,304	29,234	\$17,645	-	
Fund Balance - Ending	\$ 11,122	\$ 34,028	\$ 108,304	\$ 29,234	\$ 486,032	\$486,032	\$ -	

LT Ranch Community Development District
Debt Service Fund - Series 2019
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources								
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income								
Interest Account	-	-	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	N/A
Reserve Account	2	2	2	2	63	71	-	N/A
Prepayment Account	-	-	-	-	-	-	-	N/A
Revenue Account	1	2	0	0	48	51	-	N/A
Capitalized Interest Account	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments								
Special Assessments - On Roll	28	66,956	236,407	12,987	672,621	988,999	954,397	104%
Special Assessments - Off Roll	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	N/A
Debt Proceeds								
	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In								
	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 32	\$ 66,959	\$ 236,409	\$ 12,989	\$ 672,732	\$ 989,122	\$ 954,397	N/A
Expenditures and Other Uses								
Debt Service								
Principal Debt Service - Mandatory								
Series 2019	-	-	-	-	-	-	335,000	0%
Principal Debt Service - Early Redemptions								
Series 2019	-	-	-	-	-	-	-	N/A
Interest Expense								
Series 2019	-	310,830	-	-	-	310,830	621,660	50%
Operating Transfers Out (To Other Funds)								
	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 310,830	\$ -	\$ -	\$ -	\$ 310,830	\$ 956,660	N/A
Net Increase/ (Decrease) in Fund Balance	32	(243,871)	236,409	12,989	672,732	678,292	(2,263)	
Fund Balance - Beginning	848,583	848,614	604,744	841,153	854,142	848,583	-	
Fund Balance - Ending	\$ 848,614	\$ 604,744	\$ 841,153	\$ 854,142	\$ 1,526,875	\$ 1,526,875	\$ (2,263)	

Prepared by:

JPWARD and Associates, LLC

LT Ranch Community Development District
Debt Service Fund - Series 2022-1
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	December	January	February	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources						
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income						
Interest Account	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	N/A
Reserve Account	-	0	11	12	-	N/A
Prepayment Account	-	-	-	-	-	N/A
Revenue Account	-	-	-	-	-	N/A
Capitalized Interest Account	-	0	16	16	-	N/A
Special Assessments - Prepayments						
Special Assessments - On Roll	-	-	-	-	-	N/A
Special Assessments - Off Roll	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	N/A
Debt Proceeds	205,484	-	-	205,484	-	N/A
Intragovernmental Transfer In	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 205,484	\$ 0	\$ 27	\$ 205,512	\$ -	N/A
Expenditures and Other Uses						
Debt Service						
Principal Debt Service - Mandatory						
Series 2022-1	-	-	-	-	-	N/A
Principal Debt Service - Early Redemptions						
Series 2022-1	-	-	-	-	-	N/A
Interest Expense						
Series 2022-1	-	-	-	-	-	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	205,484	0	27	205,512	-	
Fund Balance - Beginning	-	205,484	205,484	-	-	
Fund Balance - Ending	\$ 205,484	\$ 205,484	\$ 205,512	\$ 205,512	\$ -	

Prepared by:

JPWARD and Associates, LLC

LT Ranch Community Development District
Debt Service Fund - Series 2022-2
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	December	January	February	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources						
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income						
Interest Account	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	N/A
Reserve Account	-	1	61	62	-	N/A
Prepayment Account	-	-	-	-	-	N/A
Revenue Account	-	-	-	-	-	N/A
Capitalized Interest Account	-	2	86	87	-	N/A
Special Assessments - Prepayments						
Special Assessments - On Roll	-	-	-	-	-	N/A
Special Assessments - Off Roll	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	N/A
Debt Proceeds	1,104,466	-	-	1,104,466	-	N/A
Intragovernmental Transfer In	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 1,104,466	\$ 3	\$ 147	\$ 1,104,616	\$ -	N/A
Expenditures and Other Uses						
Debt Service						
Principal Debt Service - Mandatory						
Series 2022-2	-	-	-	-	-	N/A
Principal Debt Service - Early Redemptions						
Series 2022-2	-	-	-	-	-	N/A
Interest Expense						
Series 2022-2	-	-	-	-	-	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	1,104,466	3	147	1,104,616	-	
Fund Balance - Beginning	-	1,104,466	1,104,469	-	-	
Fund Balance - Ending	\$ 1,104,466	\$ 1,104,469	\$ 1,104,616	\$ 1,104,616	\$ -	

Prepared by:

JPWARD and Associates, LLC

LT Ranch Community Development District
Capital Projects Fund - Series 2019
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources								
Carryforward	-	-	-	-	-	-	\$ -	N/A
Interest Income								
Construction Account	-	-	-	-	-	-	\$ -	N/A
Cost of Issuance	-	-	-	-	-	-	\$ -	N/A
Debt Proceeds	-	-	-	-	-	-	\$ -	N/A
Developer Contributions	-	-	-	-	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	\$ -	N/A
Total Revenue and Other Sources:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Expenditures and Other Uses								
Executive								
Professional Management	-	-	-	-	-	-	\$ -	N/A
Other Contractual Services								
Trustee Services	-	-	-	-	-	-	\$ -	N/A
Printing & Binding	-	-	-	-	-	-	\$ -	N/A
Capital Outlay								
Water-Sewer Combination	-	-	-	-	-	-	\$ -	N/A
Stormwater Management	-	-	-	-	-	-	\$ -	N/A
Landscaping	-	-	-	-	-	-	\$ -	N/A
Roadway Improvement	-	-	-	-	-	-	\$ -	N/A
Cost of Issuance								
Legal - Series 2019 Bonds	-	-	-	-	-	-	\$ -	N/A
Underwriter's Discount	-	-	-	-	-	-	\$ -	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	\$ -	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fund Balance - Beginning	\$ (361,394)	\$ (361,394)	\$ 703,572	\$ 703,572	\$ 703,572	\$ (361,394)	\$ -	-
Fund Balance - Ending	\$ (361,394)	\$ (361,394)	\$ 703,572	\$ 703,572	\$ 703,572	\$ (361,394)	\$ -	-

LT Ranch Community Development District
Capital Projects Fund - Series 2022-1
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	December	January	February	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources						
Carryforward	-	-	-	-	\$ -	N/A
Interest Income						
Construction Account	-	-	-	-	\$ -	N/A
Cost of Issuance	-	-	-	-	\$ -	N/A
Debt Proceeds	2,174,516	-	-	2,174,516	\$ -	N/A
Developer Contributions	2,458			2,458	\$ -	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	\$ -	N/A
Total Revenue and Other Sources:	\$ 2,176,974	\$ -	\$ -	\$ 2,176,974	\$ -	N/A
Expenditures and Other Uses						
Executive						
Professional Management	7,599	-	-	7,599	\$ -	N/A
Other Contractual Services						
Trustee Services	5,075	-	-	5,075	\$ -	N/A
Printing & Binding	266	-	-	266	\$ -	N/A
Capital Outlay						
Water-Sewer Combination	2,071,032	-	-	2,071,032	\$ -	N/A
Stormwater Management	-	-	-	-	\$ -	N/A
Landscaping	-	-	-	-	\$ -	N/A
Roadway Improvement	-	-	-	-	\$ -	N/A
Cost of Issuance						
Legal - Series 2022-1 Bonds	25,647	-	-	25,647	\$ -	N/A
Underwriter's Discount	47,600	-	-	47,600	\$ -	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	\$ -	N/A
Total Expenditures and Other Uses:	\$ 2,157,218	\$ -	\$ -	\$ 2,157,218	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$ 19,756	\$ -	\$ -	\$ 19,756	\$ -	-
Fund Balance - Beginning	\$ -	\$ 19,756	\$ 19,756	\$ -	\$ -	-
Fund Balance - Ending	\$ 19,756	\$ 19,756	\$ 19,756	\$ 19,756	\$ -	-

Prepared by:

JPWARD and Associates, LLC

LT Ranch Community Development District
Capital Projects Fund - Series 2022-2
Statement of Revenues, Expenditures and Changes in Fund Balance
Through February 28, 2023

Description	December	January	February	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources						
Carryforward	-	-	-	-	\$ -	N/A
Interest Income						
Construction Account	-	-	-	-	\$ -	N/A
Cost of Issuance	-	0	3	3	\$ -	N/A
Debt Proceeds	12,820,828	-	-	12,175,534	\$ -	N/A
Developer Contributions	1,178,107			1,178,107	\$ -	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	\$ -	N/A
Total Revenue and Other Sources:	\$ 13,998,935	\$ 0	\$ 3	\$ 13,353,644	\$ -	N/A
Expenditures and Other Uses						
Executive						
Professional Management	42,401	-	-	42,401	\$ -	N/A
Other Contractual Services						
Trustee Services	6,075	-	-	6,075	\$ -	N/A
Printing & Binding	1,484	-	-	1,484	\$ -	N/A
Capital Outlay						
Water-Sewer Combination	12,811,194	-	-	12,811,194	\$ -	N/A
Stormwater Management	-	-	-	-	\$ -	N/A
Landscaping	-	-	-	-	\$ -	N/A
Roadway Improvement	-	-	-	-	\$ -	N/A
Cost of Issuance						
Legal - Series 2022-2 Bonds	143,103	-	-	143,103	\$ -	N/A
Underwriter's Discount	265,600	-	-	265,600	\$ -	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	\$ -	N/A
Total Expenditures and Other Uses:	\$ 13,269,857	\$ -	\$ -	\$ 13,269,857	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$ 729,078	\$ 0	\$ 3	\$ 83,787	\$ -	-
Fund Balance - Beginning	\$ -	\$ 729,078	\$ 729,078	\$ -	\$ -	-
Fund Balance - Ending	\$ 729,078	\$ 729,078	\$ 729,081	\$ 83,787	\$ -	-

Prepared by:

JPWARD and Associates, LLC