

November 12, 2021

VIA CERTIFIED MAIL—
RETURN RECEIPT REQUESTED:

Taylor Morrison of Florida, Inc.
c/o Lewis, Longman, Walker
Kevin S. Hennessy, Esq.
100 Second Avenue South, Ste. 501-S
St. Petersburg, Florida 33701

Taylor Morrison Esplanade Naples, LLC
c/o Lewis, Longman, Walker
Kevin S. Hennessy, Esq.
100 Second Avenue South, Ste. 501-S
St. Petersburg, Florida 33701

RE: *Flow Way CDD v. Taylor Morrison of Florida, Inc., et al.*
SUPPLEMENTAL NOTICE OF CLAIM, PURSUANT TO FLA. STAT. § 558.004

Dear Mr. Hennessy:

As you know, this firm represents the Flow Way Community Development District (“CDD”) with regard to the above-referenced matter. As my prior Notice of Claim indicated, Taylor Morrison Esplanade Naples, LLC and Taylor Morrison of Florida, Inc. (collectively, “TM”) (1) failed to maintain the pipes and lakes within the CDD Boundaries, thereby also contributing to significant erosion problems, which now require costly repairs; (2) submitted erroneous information to the South Florida Water Management District as it relates to Lake 11, where (a) the floor of the lake is at least one foot higher than it should have been constructed, and (b) the pipes leading into it are improperly covered and fail to drain correctly; and (3) improperly, or otherwise poorly, installed the gates and/or fencing surrounding the CDD’s property, such that it is now failing or has broken in numerous locations.

TM did not avail itself of an opportunity to inspect the foregoing defects/deficiencies; and, the CDD has since undertaken a significant cleaning of the drainage pipes. As a result of that work, it has been further discovered that certain Lake 11 drainage pipes are damaged and require repairs. To repair the broken, or otherwise defective, pipe, it will cost the CDD not less than \$17,500.

In addition, the following defects have also been discovered to exist with respect to other CDD structures and pipes:

- a. Two damaged sections of 36” RCP pipe located at Structure #1040 must be removed and replaced with new 36” RCP pipe;
- b. A breach in a pipe located at Structure #1057 requires the installation of a 24” wide by 36” long stainless steel metal band; and
- c. A sediment buildup located at Structure #83 requires divers to set plugs, de-water the area, and pump out and remove sediment materials.

Pursuant to Chapter 558 of the Florida Statutes, **YOU ARE HEREBY being provided supplemental notice of additional construction defects existing within the CDD Boundaries, each of which are set forth in more detail in the enclosed M.R.I Construction Inc. Proposal, dated November 5, 2021, and the M.R.I. Inspection LLC Proposal, dated November 2, 2021.**

TM, again, has thirty (30) days after service of this Supplemental Notice to perform a reasonable inspection of the above-delineated defects by contacting the undersigned at 239-325-4070 to arrange for same. It is also requested that TM forward this Supplemental Notice of Claim immediately, but in no event later than ten (10) days after service hereof, to each contractor, subcontractor, supplier, design professional, or sub-consultant of whom TM reasonably believes to be responsible for the defect(s) referred to herein, and noting the specific defect(s) for which TM believes that particular contractor, subcontractor, supplier, design professional and/or sub-consultant to be responsible. The subcontractor(s) should also be requested to participate in the inspection of the CDD, with notice of who will be attending provided to the undersigned in advance of the inspection.

Further, it is expected that, in accordance with Section 558.004(5), Florida Statutes, TM will serve a written response within forty-five (45) days of service of this Supplemental Notice of Claim, which provides for one of the following:

- a. A written offer to remedy the alleged defects at no cost to my client, a detailed description of the proposed repairs necessary to remedy the defects, and a timetable for the completion of such repairs;
- b. A written offer to compromise and settle the claim, specifically relating to the defects, by monetary payment, that will not obligate TM's insurer(s), and a timetable for making payment;
- c. A written offer to compromise and settle the claim for the defects by combination of repairs and monetary payment, that will not obligate TM's insurer(s), that includes a detailed description of the proposed repairs and a timetable for completion of such repairs and making payment;
- d. A written statement that TM disputes the claim and will not remedy the defects of compromise and settle the claim; or
- e. A written statement that monetary payment, including insurance proceeds if any, will be determined by TM's insurer within thirty (30) days after notification to the insurer(s) by means of forwarding the claim, which notification shall occur at the same time my clients are notified of this settlement option, which they can accept or reject. A written statement under this paragraph may also include an offer under paragraph "c" above, but such offer shall be contingent upon my clients also accepting the determination of the insurer whether to make any monetary payment, in addition thereto. If TM's insurer(s) makes no response within the thirty (30) days following notification, then my clients shall be deemed to have met all conditions precedent to commencing an action against TM relating to the construction defects set forth above.

Lastly, it is also requested, in accordance with Section 558.004(15), that TM provide the undersigned within thirty (30) days of receipt of this Supplemental Notice of Claim the following materials, which directly relate to the defects described herein:

- a. Any reports prepared by or for TM that describe or otherwise refer to the defects set forth in the M.R.I Construction Inc. Proposal and/or the M.R.I. Inspection LLC Proposal enclosed in this Supplemental Notice of Claim, or otherwise relating to any drainage pipes within the CDD's boundaries, if any; and
- b. Any other documents or communications related to the specific defects set forth in the M.R.I Construction Inc. Proposal and/or the M.R.I. Inspection LLC Proposal enclosed with this Supplemental Notice of Claim.

If the cost of reproduction of the foregoing will exceed \$25.00, please contact me before making any hard copies.

My client hereby reserves the right to further supplement this Supplemental Notice of Claim should additional or different construction defects be discovered within the CDD's boundaries. Necessary maintenance and/or corrective work remains ongoing. Please forward all responses to this Supplemental Notice of Claim to the attention of Gregory N. Woods, Esq., at Woods, Weidenmiller, Michetti & Rudnick, LLP, 9045 Strada Stell Court, Suite 400, Naples, Florida 34109.

Your prompt attention to this matter is appreciated.

Sincerely,

**WOODS, WEIDENMILLER, MICHETTI &
RUDNICK, LLP**

/s/ Gregory N. Woods

Gregory N. Woods

GNW/mrd

cc: Client (via email only)
Richard Green, Esq. (via email only)
Peter Cambs, Esq. (via email only)

Enclosures



M.R.I Construction Inc.
 Certified General Contractors - CGC 1507963
 17891 Wetstone Rd
 North Fort Myers, FL 33917
 239-984-5241 Office
 239-236-1234 Fax
 mriunderground@gmail.com

Date	Proposal #
11/5/2021	276

Proposal

Customer

Flow Way CDD Esplanda Golf & CC
 2301 NE 37th Street
 Ft. Lauderdale FL 33308

Scope of Work

replace 2 section of 36" RCP P

Description

Cost

This Proposal is to replace 2 sections of 36" RCP pipe located at Structure #1040 Located in Esplanda We will be digging down to remove old RCP pipe and to replace with new 36" RCP pipe. This price includes all labor and material and equipment needed to complete this job.	15,000.00
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Any work completed outside the scope of this proposal will result in additional charges. M.R.I Construction, Inc. cannot be held responsible for unforeseen situations or acts of Mother Nature.
 We will leave area final graded, Landscaping and Sod to be done by other.

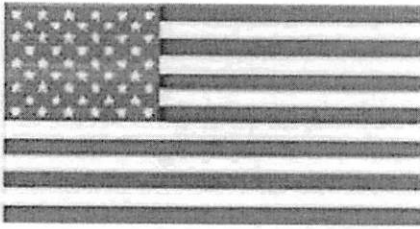
Total Cost: \$15,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. We will not be responsible for any unforeseen incidents when we dewater any wet well system due to sink holes, crevasses, or breeches in or around wet well. This proposal does not include replacing any landscaping (grass, trees, shrubs, etc.) unless otherwise noted. All jobsites will be left clean.

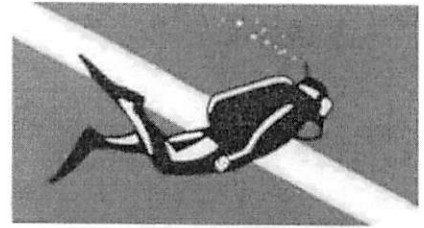
Authorized Signature Mike Radford, President

Acceptance of Proposal The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. I will agree to pay a 10% late fee of invoice amount if payment is not made within 30 days of invoice date. This proposal may be withdrawn if not accepted within 30 days.	Signature _____ Printed Name _____ Date of Acceptance _____
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M.R.I Construction Inc. Utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledge all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the



M.R.I. Inspection LLC
 5570 Zip Dr.
 Fort Myers FL 33905
 239-984-5241 Office
 239-707-5034 Mike
 239-236-1234 Fax
 CGC 1507963



Name

Flow Way CDD
 Jim Ward
 2301 Northeast 37 Street
 Fort Lauderdale, FL 33308

Proposal

Project

Pipe Repair #1057
 Esplanade

Date

Estimate #

11/2/2021

3057

Description	Cost
<p>Total labor and material to repair cracked pipe at structure # 1057. We will install a stainless steel metal band 24" wide by 36" long, to repair the breach in the pipe. This price includes all labor, material, and dive services to complete this job.</p> <p>Please know we have changed our address. Please send all mail to our new address.</p>	
Total	\$0.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers
 All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevasses or breaches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs.etc.) all Jobsites will be left clean,

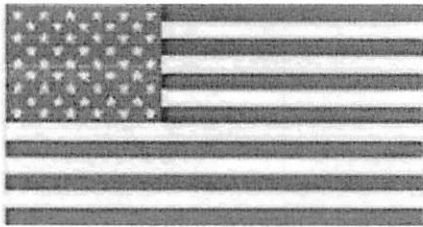
Authorized Signature

 Mike Radford President

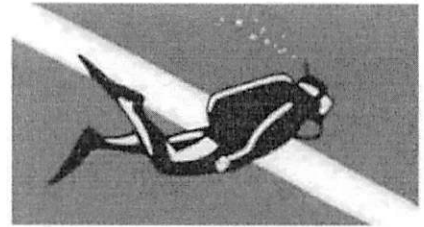
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Signature _____

Date of acceptance _____



M.R.I. Inspection LLC
 5570 Zip Dr.
 Fort Myers Fl. 33905
 239-984-5241 Office
 239-707-5034 Mike
 239-236-1234 Fax
 CGC 1507963



Name

Flow Way CDD
 Jim Ward
 2301 Northeast 37 Street
 Fort Lauderdale, FL 33308

Proposal

Project

VAC Truck Services
 Esplanade

Date

Estimate #

11/2/2021

3056

Description	Cost
<p>We will utilize VAC truck and divers to enter structure 83 and set plugs to de-water. Once de-watered, we will utilize the Vac truck to pump out and remove sediment to establish optimal flow. This price includes two labor crews, plug sets, material, and equipment needed to complete this job. Dumping of removed sediment and debris is included in this cost if there is an on-site location to dump.</p>	<p>2,500.00</p>
<p>Please know we have changed our address. Please send all mail to our new address.</p>	<p>Total \$2,500.00</p>

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevasses or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs.etc.) all Jobsites will be left clean,

Authorized Signature
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Signature _____

Date of acceptance _____