Golden Gem
Community Development District

Agenda

February 12, 2025

AGENDA

Golden Gem
Community Development District

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

February 5, 2025

Board of Supervisors
Golden Gem Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Golden Gem Community Development District will be held **Wednesday, February 12, 2025 at 10:30 a.m. at the offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the November 13, 2024 Meeting
4. Ratification of Pioneering Agreement Funding Agreement Obligation Letter
5. Ratification of Easement Agreement – *Under Separate Cover*
6. Ratification of Series 2024 Requisitions #20 - #31
7. Consideration of Hold Harmless Agreement with Pugh Cattle Company, LLC
8. Staff Reports
    A. Attorney
    B. Engineer
    C. District Manager's Report
        i. Balance Sheet and Income Statement
        ii. Ratification of Funding Requests #11 - #13
9. Other Business
10. Supervisor's Requests
11. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

George S. Flint

George S. Flint
District Manager

Cc: Alyssa Willson, District Counsel
Kevin Roberson, District Engineer

Enclosures

MINUTES

MINUTES OF MEETING
GOLDEN GEM
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Golden Gem Community Development District was held Wednesday, **November 13, 2024** at 10:30 a.m. at the Offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Craig Linton, Jr.	Chairman
H.M. Ridgely, III	Vice Chairman
Taylor Edwards *by phone*	Assistant Secretary
Duane "Rocky" Owen	Assistant Secretary

Also present were:

George Flint	District Manager
Alyssa Wilson *by phone*	District Counsel
Kevin Roberson *by phone*	District Engineer

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called the meeting to order and called the roll. Three Board members were in attendance constituting a quorum. Mr. Edwards joined by phone.

SECOND ORDER OF BUSINESS **Public Comment Period**

Mr. Flint stated no members of the public were present to provide comment.

THIRD ORDER OF BUSINESS **Approval of Minutes of the September 11, 2024 Meeting**

Mr. Flint presented the minutes of the September 11, 2024 Board of Supervisors meeting. He asked if the Board had any comments or corrections to the minutes.

> On MOTION by Mr. Ridgely, III, seconded by Mr. Linton, Jr., with all in favor, the Minutes of the September 11, 2024 Meeting, were approved.

FOURTH ORDER OF BUSINESS **Consideration of Infrastructure Change Order #4 for RCS Construction Co.**

Mr. Roberson stated this has to do with Orange County requiring an additional mill and overlay pavement repair on Golden Gem in order to do the force main tap.

> On MOTION by Mr. Ridgely, III, seconded by Mr. Linton, Jr., with all in favor, the Infrastructure Change Order #4 for RCS Construction Co., was approved.

FIFTH ORDER OF BUSINESS **Ratification of Execution of the Wyld Oaks Plat**

Mr. Flint noted the Board adopted a resolution authorizing the Chair or Vice Chair to execute certain documents and then the Board can ratify those. Under that authority, the Chair or Vice Chair executed the plat and we are asking the Board to ratify their actions.

> On MOTION by Mr. Linton, Jr., seconded by Mr. Ridgely, III, with all in favor, the Execution of the Wyld Oaks Plat, was ratified.

SIXTH ORDER OF BUSINESS **Ratification of Series 2024 Requisitions #11 – #19**

Mr. Flint stated these are requisitions that were submitted to the Trustee and paid out of the construction account. They were reviewed and signed by the District Engineer and by George himself on behalf of the CDD and funded by the Trustee. Review requisition #19 for Duke Energy.

> On MOTION by Mr. Linton, Jr., seconded by Mr. Ridgely, III, with all in favor, Series 2024 Requisitions #11-#19, were ratified.

SEVENTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

Ms. Wilson reminded the Board of the ethics training requirement before the end of the year. She updated the Board of some sales of property within the District.

B. Engineer

Mr. Roberson updated the Board on paving work in the community.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint reviewed the unaudited financial statements through October 31st. He asked for any questions. There was no action required.

ii. Ratification of Funding Request #9 – #10

Mr. Flint reviewed Funding Requests #9 - #10. Funding request #9 includes the liability insurance, District Management fees, some engineering, Kutak Rock, and supervisor fees for the September 11th meeting. Funding request #10 includes District Management, District Counsel, legal advertising and the annual fee to the state of $175.

> On MOTION by Mr. Linton, Jr., seconded by Mr. Ridgely, III, with all in favor, Funding Requests #9-#10, were ratified.

EIGHTH ORDER OF BUSINESS **Other Business**

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS **Supervisor's Requests**

Mr. Flint asked for any Supervisors requests. Hearing none.

TENTH ORDER OF BUSINESS **Adjournment**

> On MOTION by Mr. Ridgely, III, seconded by Mr. Owen, with all in favor, the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION IV

KELLY PARK VB DEVELOPMENT, LLC
660 Beachland Boulevard, Suite 301
Vero Beach, FL 32963
January 31, 2025

VIA EMAIL TRANSMISSION

GOLDEN GEM COMMUNITY DEVELOPMENT DISCTRICT
c/o Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
E-Mail: Alyssa.Willson@kutakrock.com

CITY OF APOPKA
Attn: Blanche W. Sherman, City Administrator
120 E. Main Street
Apopka, FL 32703
E-mail: bsherman@Apopka.net

Re: **Roadway Funding Agreement for West Kelly Park Road Interchange between the City of Apopka ("City"), Kelly Park VB Development, LLC ("KPVB"), Golden Gem Investments, LLC and Galvin-Harris Land Services, LLC dated June 21, 2023 and recorded July 6, 2023 as Document No. 20230378714 in the Public Records of Orange County, Florida, as amended (collectively, the "Agreement")**

Ladies and Gentlemen:

As you know, KPVB is named as a Co-Developer under the above-referenced Agreement. Capitalized terms not otherwise defined in this letter have the meanings ascribed thereto in the Agreement.

Pursuant to Section 5.b.i.1. of the Agreement, as amended by the First Amendment thereto, KPVB is obligated to fund the sum of $6,750,000.00 into the KPI Roadway Account established for the KPR Widening. The Initial Funding Date required for that payment pursuant to the Agreement, as amended by the First Amendment, is February 1, 2025. Since that is a Saturday, the City has confirmed that funding is to occur on Monday, February 3, 2025.

The Golden Gem Community Development District ('CDD") was established for the purpose of financing and managing the acquisition, construction, installation, maintenance and operation of the major infrastructure within and without the boundaries of KPVB's Wyld Oaks project, and several of the parcels therein have been dedicated to the CDD for this purpose. The foregoing payment required from KPVB is eligible for payment by the CDD, as a result of which KPVB and the CDD have agreed that KPVB's obligation for that payment should be assigned to and assumed by the CDD. Pursuant to Section 7.q of the Agreement, the assignment of any obligation of a Co-Developer under the Agreement requires the consent of the City, not to be unreasonably withheld.

The purpose of this letter is to evidence that KPVB hereby assigns the aforesaid funding obligation to the CDD, that the CDD hereby assumes that obligation, and that the City hereby consents thereto. The provisions of this letter shall also apply to any other CDD eligible Prefunding Obligations of KPVB which may be required pursuant to the Agreement.

If you are in agreement with the foregoing, please sign, date and circulate a scan of this letter to all parties in order to evidence same.

Your cooperation and assistance are appreciated.

Very truly yours,

KELLY PARK VB DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Kevin Barry, Manager

AGREED TO THIS 3rd DAY
OF February, 2025

GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT

By: _____
~~Craig Linton, Chairman~~
HM RIDGELY, VICE CHAIRMAN

AGREED TO THIS 3 DAY
OF February, 2025

CITY OF APOPKA

By: _____
Name: City Administrator J
Title: Jacob J Smith

cc: Apopka City Attorney Cliff Shepard, Esq. - Via email to cshepard@shepardfirm.com
Kelly Park VB Development, LLC (Attn: Tylor Edwards) - Via email to tedwards@Doubleb-development.com
Tara L. Tedrow, Esq. – Via email to Tara.Tedrow@lowndes-law.com
Gary M. Kaleita, Esq. – Via email to Gary.Kaleita@lowndes-law.com

SECTION V

This item will be provided under separate cover

SECTION VI

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 20

(B) Name of Payee: RCS Construction Co. Inc.

(C) Amount Payable: $19,236.62

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer
Kevin M Roberson
Kimley-Horn and Associates, Inc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Golden Gem Community Development District

PROJECT: Wyld Oaks - Mass Grading

APPLICATION NO: 10

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO: 10/16/24

FROM CONTRACTOR:
RCS CONSTUCTION CO. INC.
295 E. HWY 50 SUITE 1
CLERMONT, FL 34711

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 6,520,028.07
2. Net change by Change Orders		$ 397,126.22
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 6,917,154.29
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 5,736,850.65
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$286,842.53	
b. 5 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 286,842.53
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 5,450,008.12
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,257,063.12
8. CURRENT PAYMENT DUE		$ 192,945.00 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,467,146.17

Total Completed and Stored To Date That is Eligible For CDD Payment	1,735,520.67
Total Retainage At 5%	86,776.03
Total Earned Which Is Eligible For CDD Payment, Less Retainage	1,648,744.64
Less Amount Previously Paid By CDD	1,629,508.02
Current Payment Due By CDD	19,236.62
Total Completed and Stored To Date - Eligible For KPVBD Payment	4,001,329.98
Total Retainage At 5%	200,066.50
Total Earned Which Is Eligible For KPVBD Payment, Less Retainage	3,801,263.48
Less Amount Previously Paid By KPVBD	3,627,555.10
Current Payment Due By KPVBD	173,708.38

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$69,787.00	$0.00
Total approved this Month	$327,339.22	$0.00
TOTALS	$397,126.22	$0.00
NET CHANGES by Change Order	$397,126.22	

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

CONTRACTOR: RCS CONSTRUCTION CO., INC.

By: Jody M. Baer Date: 10/16/24

State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 16th day of September, 2024
Notary Public: Breanna Rozar 10/21/24
My Commission expires: 10/31/25

BREANNA ROZAR
Notary Public
State of Florida
Comm# HH192726
Expires 10/31/2025

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 192,945.00

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

ENGINEER: Kevin Roberson, Kimley-Horn and Assoc.

By: Date: 10-25-24

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

**** Contractor agrees that Owner will pay with what funding is available which may not equal the Current Payment Due. Any unpaid balance will remain on account for Owner to pay with future funds.*

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Mass Site Application #10 Period Through 10/16/24 (sent 10/21/24)

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

AMOUNT CERTIFIED.....__$192,945.00_____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DEVELOPER'S REPRESENTATIVE:

By: _____ Date: 10/30/24

Name: ____Timothy R. Dennard_____

Title:` _____President_____

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

☐

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 10
APPLICATION DATE: 10/16/2024
PERIOD TO: 10/16/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE Calculated at 5%	CDD Eligibility			KPVBD Eligibility		
		Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						% Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By KPVBD	Total Completed And Stored To Date Eligible For Payment By KPVBD	Total KPVBD Retainage @ 5%
	General Conditions, Mobilzation, Survey																	
1.	MOBILIZATION	1	LS	$250,000.00	$250,000.00	$250,000.00	$0.00		$250,000.00	100%	$0.00	$12,500.00	9.97%	$24,925.00	$1,246.25	90.03%	$225,075.00	$11,253.75
2.	ATTORNEY FEE	1	LS	$95,000.00	$95,000.00	$95,000.00	$0.00		$95,000.00	100%	$0.00	$4,750.00	9.97%	$9,471.50	$473.58	90.03%	$85,528.50	$4,276.43
3.	GENERAL CONDITIONS	1	LS	$21,457.44	$21,457.44	$21,457.44	$0.00		$21,457.44	100%	$0.00	$1,072.87	9.97%	$2,139.31	$106.97	90.03%	$19,318.13	$965.91
4.	PERFORMANCE BOND	1	LS	$80,494.50	$80,494.50	$80,494.50			$80,494.50	100%	$0.00	$4,024.73	9.97%	$8,025.30	$401.27	90.03%	$72,469.20	$3,623.46
5.	LAYOUT/ASBUILTS	1	LS	$48,391.25	$48,391.25	$42,700.00	$1,400.00		$44,100.00	91%	$4,291.25	$2,205.00	9.97%	$4,396.77	$219.84	90.03%	$39,703.23	$1,985.16
6.	SWWWP	1	LS	$10,003.75	$10,003.75	$10,003.75	$0.00		$10,003.75	100%	$0.00	$500.19	9.97%	$997.37	$49.87	90.03%	$9,006.38	$450.32
7.	SILT FENCE	1	LS	$38,618.08	$38,618.08	$38,618.08			$38,618.08	100%	$0.00	$1,930.90	9.97%	$3,850.22	$192.51	90.03%	$34,767.86	$1,738.39
8.	TREE PROTECTION	1	LS	$19,718.90	$19,718.90	$19,718.90	$0.00		$19,718.90	100%	$0.00	$985.95	9.97%	$1,965.97	$98.30	90.03%	$17,752.93	$887.65
9.	CONSTRUCTION ENTRY	2	EA	$12,461.65	$24,923.30	$24,923.30	$0.00		$24,923.30	100%	$0.00	$1,246.17	9.97%	$2,484.85	$124.24	90.03%	$22,438.45	$1,121.92
10.	CLEAR SITE/WYLD OAKS	1	LS	$52,000.00	$52,000.00	$52,000.00	$0.00		$52,000.00	100%	$0.00	$2,600.00	9.97%	$5,184.40	$259.22	90.03%	$46,815.60	$2,340.78
11.	DEMO STRUCTURES -WYLD OAKS	1	LS	$34,500.00	$34,500.00	$34,500.00	$0.00		$34,500.00	100%	$0.00	$1,725.00	9.97%	$3,439.65	$171.98	90.03%	$31,060.35	$1,553.02
12.	DEMO PAVEMENT	3658	SY	$5.92	$21,655.36	$18,800.00	$0.00		$18,800.00	87%	$2,855.36	$940.00	9.97%	$1,874.36	$93.72	90.03%	$16,925.64	$846.28
13.	DEMO CONCRETE	960	SY	$9.56	$9,177.60	$9,177.60	$0.00		$9,177.60	100%	$0.00	$458.88	9.97%	$915.01	$45.75	90.03%	$8,262.59	$413.13
14.	MASS GRADE	1273657	CY	$2.42	$3,082,249.94	$2,964,308.00	$35,000.00		$2,999,308.00	97%	$82,941.94	$149,965.40	9.97%	$299,031.01	$14,951.55	90.03%	$2,700,276.99	$135,013.85
15.	DEMO GOLDEN GEM PROPERTY	1	LS	$55,333.23	$55,333.23	$55,333.23	$0.00		$55,333.23	100%	$0.00	$2,766.66	9.97%	$5,516.72	$275.84	90.03%	$49,816.51	$2,490.83
16.	DOUBLE SILT FENCE FOR STOCK PILE AREA	3800	LF	$4.35	$16,530.00	$0.00			$0.00	0%	$16,530.00	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
17.	HYDRO SEED STOCK PILE AREA	57000	SY	$1.00	$57,000.00	$0.00			$0.00	0%	$57,000.00	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
18.	OVER EXCAVATE SOILS AREAS 5' IN DEPTH	47682	CY	$5.52	$263,204.64	$263,204.64	$0.00		$263,204.64	100%	$0.00	$13,160.23	9.97%	$26,241.50	$1,312.08	90.03%	$236,963.14	$11,848.16
19.	GRADE SITE	1	LS	$42,707.00	$42,707.00	$37,800.00	$0.00		$37,800.00	89%	$4,907.00	$1,890.00	9.97%	$3,768.66	$188.43	90.03%	$34,031.34	$1,701.57
20	EROSION BLANKET	1	LS	$25,851.20	$25,851.20	$0.00			$0.00	0%	$25,851.20	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
21.	WELL ABONDONMENT - WYLD/GOLDEN GEM	4	EA	$9,700.00	$38,800.00	$34,500.00	$0.00		$34,500.00	89%	$4,300.00	$1,725.00	9.97%	$3,439.65	$171.98	90.03%	$31,060.35	$1,553.02
22.	CLEAR SITE/GOLDEN GEM	1	LS	$51,000.00	$51,000.00	$49,500.00	$1,500.00		$51,000.00	100%	$0.00	$2,550.00	9.97%	$5,084.70	$254.24	90.03%	$45,915.30	$2,295.77
23.	SOD PONDS	67270	SY	$4.81	$323,568.70	$0.00			$0.00	0%	$323,568.70	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
24.	POND LINER 30 MILL	20645	SF	$3.57	$73,702.65	$0.00			$0.00	0%	$73,702.65	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
25.	HYDRO SEED BOTTOM OF PONDS	72900	SY	$1.00	$72,900.00	$0.00			$0.00	0%	$72,900.00	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
26.	DEWATERING	1	LS	$30,000.00	$30,000.00	$30,000.00	$0.00		$30,000.00	100%	$0.00	$1,500.00	9.97%	$2,991.00	$149.55	90.03%	$27,009.00	$1,350.45
27.	SEED/MULCH	1	LS	$354,813.60	$354,813.60	$0.00	$74,000.00		$74,000.00	21%	$280,813.60	$3,700.00	9.97%	$7,377.80	$368.89	90.03%	$66,622.20	$3,331.11
28.	60" HDPE	1414	LF	$274.81	$388,581.34	$388,581.34	$0.00	$0.00	$388,581.34	100%	$0.00	$19,429.07	100%	$388,581.34	$19,429.07	0.00%	$0.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 10
APPLICATION DATE: 10/16/2024
PERIOD TO: 10/16/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L			
						WORK COMPLETED								CDD Eligibility			KPVBD Eligibility	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE Calculated at 5%	% Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By KPVBD	Total Completed And Stored To Date Eligible For Payment By KPVBD	Total KPVBD Retainage @ 5%
		Quantity	Unit	Price	Total													
29.	CONTROL STRUCTURE	1	LS	$7,331.82	$7,331.82	$7,331.82	$0.00	$0.00	$7,331.82	100%	$0.00	$366.59	100%	$7,331.82	$366.59	0.00%	$0.00	$0.00
30.	MANHOLE	8	EA	$8,144.54	$65,156.32	$65,156.32	$0.00	$0.00	$65,156.32	100%	$0.00	$3,257.82	100%	$65,156.32	$3,257.82	0.00%	$0.00	$0.00
31.	BUBBLE UP	3	EA	$6,067.44	$18,202.32	$18,202.32	$0.00		$18,202.32	100%	$0.00	$910.12	100%	$18,202.32	$910.12	0.00%	$0.00	$0.00
32.	BOX CULVERT	617	LF	$1,317.89	$813,138.13	$813,138.13	$0.00	$0.00	$813,138.13	100%	$0.00	$40,656.91	100%	$813,138.13	$40,656.91	0.00%	$0.00	$0.00
33.	TV LINES	1	LS	$34,017.00	$34,017.00	$0.00			$0.00	0%	$34,017.00	$0.00	100%	$0.00	$0.00	0.00%	$0.00	$0.00
	Change Orders																	
1.	CO#1 Builder Risk Insurance	1	LS	$ 69,787.00	$69,787.00	$69,787.00	$0.00		$69,787.00	100%	$0.00	$3,489.35	9.97%	$6,957.76	$347.89	90.03%	$62,829.24	$3,141.46
	CO#2 Reveision 8 & 9																	
1.	Added Pond Liner to Sheets C-309 and C-310	38760	SF	$3.57	$138,373.20				$0.00	0%	$138,373.20	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
2.	Madison Mass Grading Adjusted - Sheets (C-304, 305, 306)	14634	CY	$2.42	$35,414.28	$35,414.28	$0.00		$35,414.28	100%	$0.00	$1,770.71	9.97%	$3,530.80	$176.54	90.03%	$31,883.48	$1,594.17
3.	Madison New Layout and As-Built	1	LS	$4,100.00	$4,100.00	$4,100.00	$0.00		$4,100.00	100%	$0.00	$205.00	9.97%	$408.77	$20.44	90.03%	$3,691.23	$184.56
4.	Mass Grading North/West Sheet C-301 Adjustments	58947	CY	$2.42	$142,651.74		$89,000.00		$89,000.00	62%	$53,651.74	$4,450.00	9.97%	$8,873.30	$443.67	90.03%	$80,126.70	$4,006.34
5.	New Layout and As-Builts for C-301	1	LS	$6,800.00	$6,800.00		$2,200.00		$2,200.00	32%	$4,600.00	$110.00	9.97%	$219.34	$10.97	90.03%	$1,980.66	$99.03
	SUBTOTAL				$6,917,154.29	$5,533,750.65	$203,100.00	$0.00	$5,736,850.65	83%	$1,180,303.64	$286,842.53		$1,735,520.67	$86,776.03		$4,001,329.98	$200,066.50
	GRAND TOTALS				$6,917,154.29	$5,533,750.65	$203,100.00	$0.00	$5,736,850.65		$1,180,303.64	$286,842.53		$1,735,520.67	$86,776.03		$4,001,329.98	$200,066.50

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 192,945.00 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 10/16/2024 to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Mass Grading Improvements to the following property:

S of Kelly Park Rd & Effie Dr.
3620 W Kelly Park Rd.
Apopka, FL 32712, Orange County (description of property)

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on October 30, 2024.

Lienor RCS Construction Company, Inc.
Address 295 E SR 50, Suite 1,
Clermont, FL 34711

By: Jody A. Bass
Print Name: Jody Bass
Its: Vice President

State of Florida
County of Lake
The foregoing instrument was acknowledged before me this 30th day of October, 20 24, by , as of said company, who has presented as identification or is personally known to me.

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

Signature of Notary Public
(Seal) Victoria E Lauteria

Victoria E Lauteria
Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared Jody Bass, who being by me first duly sworn, deposes and says:

1. The facts and matters contained and recited in the Affidavit are based upon personal knowledge of the Affiant.
2. Affiant is the Owner of RCS Construction Company, Inc., a North Dakota Corporation company (hereinafter the "Contractor")
3. Contractor and Kelly Park VB Development, LLC (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated December 4, 2023 (hereinafter the "contract").
4. Affiant now requests partial payment under the Contract. In Consideration of Owner providing such partial payment, Contractor hereby provides this Affidavit upon which Owner intends to rely.
5. Contractor is not aware of any Claims that would require an adjustment of the Contract Time or the Contract Price except for any Change Order Requests or Change Order Proposals previously submitted in writing to Owner prior to execution of this Affidavit.
6. Contractor releases any Claims for an adjustment to the Contract Time or the Contract Price except for those previously made in writing and delivered to Owner prior to execution of this Affidavit.
7. Affiant states that all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien upon Progress Payment forms for every such potential lienors are provided herewith through 10/16/2024.
8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien Upon Progress Payment forms for every such potential lienor are provided herewith, except as provided below:

Name of Lienor Or Potential Lienor	Amount due for labor, services or materials furnished, delivered, Installed or performed
1. Acme Barricades	$456.89
2. City Electric Supply Co.	$1,564.52
3. Florida Design Consultants	$3,875.00
4. Fortiline Inc	$0.00
5. Koncept Carma, Inc.	$715.00
6. Krane Development, Inc. dba ADS Services, Inc.	$0.00
7. Mid Florida Materials Co.	$0.00
8. Newsome Land Clearing, LLC	$17,000.00
9. Oldcastle Infrastructure	$9,303.62
10. Quality Petroleum Corporation	$18,701.32
11. Sunbelt Rentals, Inc.	$0.00

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

Jody L. Bass, Affiant

Sworn to and subscribed before me this 30th day of October, 2024, by Jody Bass, who (check one): [X] is personally known to me, [ ] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [ ] produced other identification, to wit: _____.
Affiant did take an oath.

Victoria E. Lauteria

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

Print Name: Victoria E Lauteria
Notary Public, State of Florida
Commission No.: HH276625
My Commission Expires: 06/19/2026

JOINDER AND INDEMNIFY AGREEMENT

Contractor, joins in the execution of this Affidavit for the purpose of adopting all representations of fact contained therein. Contractor understands that this Affidavit will be relied upon by Owner for all purposes relating to the Contract. Contractor agrees to indemnify, hold harmless and defend the Owner from, against and with respect to any and all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of any claims by laborers, subcontractors or materialmen who might claim that they have not been paid for labor, services or material.

A Florida Corporation Company

By: Jody H. Bass

Name: Jody Bass

Title: Vice President

(CORPORATE SEAL)[where applicable]

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 21

(B) Name of Payee: Kutak Rock LLP

(C) Amount Payable: $63.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Kevin M Roberson
Kimley-Horn and Associates, Inc

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

October 31, 2024

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3470314
Client Matter No. 47123-4
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
Golden Gem CDD
c/o Governmental Management Services
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3470314
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

09/12/24	A. Willson	0.20	63.00	Review change order items; confer with Roberson regarding same

TOTAL HOURS 0.20

TOTAL FOR SERVICES RENDERED $63.00

TOTAL CURRENT AMOUNT DUE $63.00

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 22

(B) Name of Payee: RCS Construction Co. Inc.

(C) Amount Payable: $613,995.81

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Kevin M Roberson
Kimley-Horn and Associates, Inc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Golden Gem Community Development District

PROJECT: Infrastructure - Wyld Oaks

APPLICATION NO: 5

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

PERIOD TO: 10/16/24

FROM CONTRACTOR:
RCS CONSTUCTION CO. INC.
295 E. HWY 50 SUITE 1
CLERMONT, FL 34711

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 14,205,206.49
2. Net change by Change Orders		$ 540,020.58
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 14,745,227.07
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 5,397,135.43
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$269,856.77	
b. 5 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 269,856.77
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 5,127,278.66
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 4,387,524.67
8. CURRENT PAYMENT DUE		$ 739,753.99 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 9,617,948.41

Total Completed and Stored To Date Allocated To Cadence	$880,933.07
Total Retainage At 5%	$44,046.65
Total Allocated To Cadence, Less Retainage	$836,886.42
Less Previous Balances Due By Cadence	$711,128.24
Current Payment Due By Cadence	$125,758.18
Total Completed and Stored To Date Allocated To CDD	$4,516,202.36
Total Retainage At 5%	$225,810.12
Total Allocated To CDD, Less Retainage	$4,290,392.24
Less Previous Balances Due By CDD	$3,676,396.43
Current Payment Due By CDD	$613,995.81

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$215,446.20	
Total approved this Month	$324,574.38	
TOTALS	$540,020.58	$0.00
NET CHANGES by Change Order	$540,020.58	

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

CONTRACTOR: RCS CONSTRUCTION CO., INC.

By: Joseph Bass Date: 10/16/2024

State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 16th day of September, 2024
Notary Public: Breanna Rozar 10/21/24
My Commission expires: 10/31/25

BREANNA ROZAR
Notary Public
State of Florida
Comm# HH192726
Expires 10/31/2025

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ 739,753.99

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

ENGINEER: Kevin Roberson, Kimley-Horn and Assoc.

By: Kevin Roberson Date: 10-25-24

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

**** Contractor agrees that Owner will pay with what funding is available which may not equal the Current Payment Due. Any unpaid balance will remain on account for Owner to pay with future funds.*

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Infrastructure Application #5 Period Through 10/16/24 (sent 10/21/24)

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

AMOUNT CERTIFIED.....__$739,753.99_____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DEVELOPER'S REPRESENTATIVE:

By: _____ Date: 10/30/24
Name: ____Timothy R. Deppard_____
Title:` _____President_____

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 5
APPLICATION DATE: 10/16/2024
PERIOD TO: 10/16/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%
		Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD												
	General Conditions, Mobilzation, Survey																		
1.	MOBILIZATION	1	LS	$13,750.00	$13,750.00	$13,750.00	$0.00		$13,750.00	100%	$0.00	$687.50	Yes	17.00%	$2,337.50	$116.88	83.00%	$11,412.50	$570.63
2.	GENERAL CONDITIONS	1	LS	$221,250.00	$221,250.00	$105,000.00	$15,000.00		$120,000.00	54%	$101,250.00	$6,000.00	Yes	17.00%	$20,400.00	$1,020.00	83.00%	$99,600.00	$4,980.00
3.	PERFORMANCE BOND	1	LS	$103,750.00	$103,750.00	$103,750.00			$103,750.00	100%	$0.00	$5,187.50	Yes	17.00%	$17,637.50	$881.88	83.00%	$86,112.50	$4,305.63
4.	LAYOUT/ASBUILTS	1	LS	$96,518.75	$96,518.75	$43,420.00	$2,500.00		$45,920.00	48%	$50,598.75	$2,296.00	Yes	17.00%	$7,806.40	$390.32	83.00%	$38,113.60	$1,905.68
5.	SWWWP	1	LS	$28,750.00	$28,750.00	$10,200.00	$3,000.00		$13,200.00	46%	$15,550.00	$660.00	Yes	17.00%	$2,244.00	$112.20	83.00%	$10,956.00	$547.80
6.	SILT FENCE	21818	LF	$1.81	$39,490.58	$33,100.00	$2,500.00		$35,600.00	90%	$3,890.58	$1,780.00	Yes	17.00%	$6,052.00	$302.60	83.00%	$29,548.00	$1,477.40
7.	TREE PROTECTION	2930	LF	$6.73	$19,718.90	$19,718.90	$0.00		$19,718.90	100%	$0.00	$985.95	Yes	17.00%	$3,352.21	$167.61	83.00%	$16,366.69	$818.33
8.	CONSTRUCTION ENTRY	2	EA	$12,647.28	$25,294.56	$8,800.00	$3,500.00		$12,300.00	49%	$12,994.56	$615.00	Yes	17.00%	$2,091.00	$104.55	83.00%	$10,209.00	$510.45
9.	MASS GRADING	31971	CY	$2.81	$89,838.51	$75,250.00	$3,500.00		$78,750.00	88%	$11,088.51	$3,937.50	Yes	17.00%	$13,387.50	$669.38	83.00%	$65,362.50	$3,268.13
10.	ROADWAY GRADING	1	LS	$97,182.84	$97,182.84	$47,700.00	$3,500.00		$51,200.00	53%	$45,982.84	$2,560.00	Yes	17.00%	$8,704.00	$435.20	83.00%	$42,496.00	$2,124.80
11.	SOD BEHIND CURB	10613	SY	$3.69	$39,161.97	$0.00			$0.00	0%	$39,161.97	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
12.	10" FORCE MAIN	5244	LF	$70.72	$370,855.68	$175,700.00	$43,600.00	$0.00	$219,300.00	59%	$151,555.68	$10,965.00	Yes	17.00%	$37,281.00	$1,864.05	83.00%	$182,019.00	$9,100.95
13.	10" PLUG VALVE	14	EA	$5,619.75	$78,676.50	$58,750.00	$0.00	$0.00	$58,750.00	75%	$19,926.50	$2,937.50	Yes	17.00%	$9,987.50	$499.38	83.00%	$48,762.50	$2,438.13
14.	12"X10" WET TAP	2	EA	$16,066.18	$32,132.36	$11,300.00		$0.00	$11,300.00	35%	$20,832.36	$565.00	Yes	17.00%	$1,921.00	$96.05	83.00%	$9,379.00	$468.95
15.	6" FORCE MAIN	648	LF	$50.13	$32,484.24	$12,800.00	$4,100.00	$0.00	$16,900.00	52%	$15,584.24	$845.00	Yes	17.00%	$2,873.00	$143.65	83.00%	$14,027.00	$701.35
16.	6" PLUG VALVE	12	EA	$3,905.17	$46,862.04	$14,154.00	$8,800.00	$0.00	$22,954.00	49%	$23,908.04	$1,147.70	Yes	17.00%	$3,902.18	$195.11	83.00%	$19,051.82	$952.59
17.	4" FORCE MAIN	20	LF	$36.17	$723.40	$0.00			$0.00	0%	$723.40	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
18.	4" PLUG VALVE	1	EA	$2,366.34	$2,366.34	$690.00		$0.00	$690.00	29%	$1,676.34	$34.50	Yes	17.00%	$117.30	$5.87	83.00%	$572.70	$28.64
19	FORCE MAIN FITTINGS	1	LS	$78,184.45	$78,184.45	$66,952.00		$0.00	$66,952.00	86%	$11,232.45	$3,347.60	Yes	17.00%	$11,381.84	$569.09	83.00%	$55,570.16	$2,778.51
20.	TESTING	1	LS	$12,278.25	$12,278.25	$2,100.00	$0.00		$2,100.00	17%	$10,178.25	$105.00	Yes	17.00%	$357.00	$17.85	83.00%	$1,743.00	$87.15
21.	18" HDPE	931	LF	$50.28	$46,810.68	$32,856.00	$0.00	$0.00	$32,856.00	70%	$13,954.68	$1,642.80	Yes	17.00%	$5,585.52	$279.28	83.00%	$27,270.48	$1,363.52
22.	24" HDPE	1279	LF	$73.70	$94,262.30	$71,298.00	$0.00	$0.00	$71,298.00	76%	$22,964.30	$3,564.90	Yes	17.00%	$12,120.66	$606.03	83.00%	$59,177.34	$2,958.87
23.	42" HDPE	106	LF	$246.26	$26,103.56	$19,185.00		$0.00	$19,185.00	73%	$6,918.56	$959.25	Yes	17.00%	$3,261.45	$163.07	83.00%	$15,923.55	$796.18
24.	48" HDPE	691	LF	$320.16	$221,230.56	$92,900.00	$43,000.00	$0.00	$135,900.00	61%	$85,330.56	$6,795.00	Yes	17.00%	$23,103.00	$1,155.15	83.00%	$112,797.00	$5,639.85
25.	54"/60" HDPE	1462	LF	$360.14	$526,524.68	$358,000.00	$79,000.00	$0.00	$437,000.00	83%	$89,524.68	$21,850.00	Yes	17.00%	$74,290.00	$3,714.50	83.00%	$362,710.00	$18,135.50
26.	60" HDPE	64	LF	$480.83	$30,773.12	$30,773.12	$0.00	$0.00	$30,773.12	100%	$0.00	$1,538.66	Yes	17.00%	$5,231.43	$261.57	83.00%	$25,541.69	$1,277.08
27.	36" HDPE	1394	LF	$114.98	$160,282.12	$111,800.00	$7,200.00	$0.00	$119,000.00	74%	$41,282.12	$5,950.00	Yes	17.00%	$20,230.00	$1,011.50	83.00%	$98,770.00	$4,938.50

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 5
APPLICATION DATE: 10/16/2024
PERIOD TO: 10/16/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%
		Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD												
28.	72" RCP	1381	LF	$747.54	$1,032,352.74	$895,400.00	$57,000.00	$0.00	$952,400.00	92%	$79,952.74	$47,620.00	Yes	17.00%	$161,908.00	$8,095.40	83.00%	$790,492.00	$39,524.60
29.	TYPE "P" MANHOLE	4	EA	$15,330.53	$61,322.12	$27,600.00	$4,900.00	$0.00	$32,500.00	53%	$28,822.12	$1,625.00	Yes	17.00%	$5,525.00	$276.25	83.00%	$26,975.00	$1,348.75
31.	TYPE P-5 WITH "J" BOTTOMS	11	EA	$12,400.26	$136,402.86	$104,700.00	$0.00	$0.00	$104,700.00	77%	$31,702.86	$5,235.00	Yes	17.00%	$17,799.00	$889.95	83.00%	$86,901.00	$4,345.05
32.	TYPE P-5 INLETS	25	EA	$6,492.88	$162,322.00	$74,200.00	$16,000.00	$0.00	$90,200.00	56%	$72,122.00	$4,510.00	Yes	17.00%	$15,334.00	$766.70	83.00%	$74,866.00	$3,743.30
33.	TYPE P-6 WITH "J" BOTTOMS	8	EA	$14,844.13	$118,753.04	$52,600.00	$11,200.00	$0.00	$63,800.00	54%	$54,953.04	$3,190.00	Yes	17.00%	$10,846.00	$542.30	83.00%	$52,954.00	$2,647.70
34.	TYPE P-6 INLETS	4	EA	$7,220.65	$28,882.60	$13,620.00	$0.00	$0.00	$13,620.00	47%	$15,262.60	$681.00	Yes	17.00%	$2,315.40	$115.77	83.00%	$11,304.60	$565.23
35.	TYPE "J" BOTTOM WITH TYPE "A" MANHOLE	1	EA	$33,164.59	$33,164.59	$19,000.00		$0.00	$19,000.00	57%	$14,164.59	$950.00	Yes	17.00%	$3,230.00	$161.50	83.00%	$15,770.00	$788.50
36.	BOX CULVERT 5'X10'	280	LF	$1,319.81	$369,546.80	$369,546.80	$0.00		$369,546.80	100%	$0.00	$18,477.34	Yes	17.00%	$62,822.96	$3,141.15	83.00%	$306,723.84	$15,336.19
37.	TV LINES	1	LS	$31,524.38	$31,524.38	$0.00			$0.00	0%	$31,524.38	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
38.	8" C-900	487	LF	$50.94	$24,807.78	$9,300.00	$3,700.00	$0.00	$13,000.00	52%	$11,807.78	$650.00	Yes	17.00%	$2,210.00	$110.50	83.00%	$10,790.00	$539.50
39.	16" DIP	2,581	LF	$131.18	$338,575.58	$241,576.00	$11,800.00	$0.00	$253,376.00	75%	$85,199.58	$12,668.80	Yes	17.00%	$43,073.92	$2,153.70	83.00%	$210,302.08	$10,515.10
40.	12" C-900	2,752	LF	$87.96	$242,065.92	$163,960.00	$13,300.00	$0.00	$177,260.00	73%	$64,805.92	$8,863.00	Yes	17.00%	$30,134.20	$1,506.71	83.00%	$147,125.80	$7,356.29
41.	6" C-900	816	LF	$37.07	$30,249.12	$6,380.00		$0.00	$6,380.00	21%	$23,869.12	$319.00	Yes	17.00%	$1,084.60	$54.23	83.00%	$5,295.40	$264.77
42.	12" GATE VALVE	13	EA	$4,796.85	$62,359.05	$62,700.00	($340.95)	$0.00	$62,359.05	100%	$0.00	$3,117.95	Yes	17.00%	$10,601.04	$530.05	83.00%	$51,758.01	$2,587.90
43.	6" GATE VALVE	13	EA	$1,903.55	$24,746.15	$0.00	$10,300.00		$10,300.00	42%	$14,446.15	$515.00	Yes	17.00%	$1,751.00	$87.55	83.00%	$8,549.00	$427.45
44.	16" GATE VALVE	18	EA	$8,950.47	$161,108.46	$68,550.00	$11,000.00	$0.00	$79,550.00	49%	$81,558.46	$3,977.50	Yes	17.00%	$13,523.50	$676.18	83.00%	$66,026.50	$3,301.33
45.	8" GATE VALVE	17	EA	$2,648.89	$45,031.13	$9,600.00	$12,400.00	$0.00	$22,000.00	49%	$23,031.13	$1,100.00	Yes	17.00%	$3,740.00	$187.00	83.00%	$18,260.00	$913.00
46.	RELOCATE FHA	1	EA	$3,474.50	$3,474.50	$0.00			$0.00	0%	$3,474.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
47.	FIRE HYDRANT ASSEMBLY	18	EA	$6,239.51	$112,311.18	$39,000.00	$13,900.00		$52,900.00	47%	$59,411.18	$2,645.00	Yes	17.00%	$8,993.00	$449.65	83.00%	$43,907.00	$2,195.35
48.	ARV	1	EA	$7,426.58	$7,426.58	$0.00			$0.00	0%	$7,426.58	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
49.	16"X12" WET TAP	1	EA	$15,160.96	$15,160.96	$7,500.00		$0.00	$7,500.00	49%	$7,660.96	$375.00	Yes	17.00%	$1,275.00	$63.75	83.00%	$6,225.00	$311.25
50.	16"X16" WET TAP	1	EA	$33,555.01	$33,555.01	$8,200.00		$0.00	$8,200.00	24%	$25,355.01	$410.00	Yes	17.00%	$1,394.00	$69.70	83.00%	$6,806.00	$340.30
51.	14"DIRECTIONAL DRILL	80	LF	$173.41	$13,872.80	$7,200.00		$0.00	$7,200.00	52%	$6,672.80	$360.00	Yes	17.00%	$1,224.00	$61.20	83.00%	$5,976.00	$298.80
52.	JUMPER	2	EA	$2,787.30	$5,574.60	$0.00			$0.00	0%	$5,574.60	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
53.	RESTORATION/MOT FOR OFFSITE WORK	1	LS	$33,392.21	$33,392.21	$0.00			$0.00	0%	$33,392.21	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
54.	WATER FITTING	1	LS	$122,471.75	$122,471.75	$90,700.00		$0.00	$90,700.00	74%	$31,771.75	$4,535.00	Yes	17.00%	$15,419.00	$770.95	83.00%	$75,281.00	$3,764.05
55.	TESTING	1	LS	$11,475.00	$11,475.00	$0.00			$0.00	0%	$11,475.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
56.	8" REUSE	5,392	LF	$49.11	$264,801.12	$123,480.00	$33,600.00	$0.00	$157,080.00	59%	$107,721.12	$7,854.00	Yes	17.00%	$26,703.60	$1,335.18	83.00%	$130,376.40	$6,518.82
57.	8" GATE VALVE	17	EA	$2,738.50	$46,554.50	$11,000.00	$7,700.00		$18,700.00	40%	$27,854.50	$935.00	Yes	17.00%	$3,179.00	$158.95	83.00%	$15,521.00	$776.05
58.	4" REUSE C-900	590	LF	$30.67	$18,095.30	$0.00	$5,200.00		$5,200.00	29%	$12,895.30	$260.00	Yes	17.00%	$884.00	$44.20	83.00%	$4,316.00	$215.80
59.	4" GATE VALVE	14	EA	$2,295.78	$32,140.92	$6,600.00	$6,100.00		$12,700.00	40%	$19,440.92	$635.00	Yes	17.00%	$2,159.00	$107.95	83.00%	$10,541.00	$527.05
60.	30"X8" WET TAP	2	EA	$12,237.97	$24,475.94	$0.00	$6,400.00		$6,400.00	26%	$18,075.94	$320.00	Yes	17.00%	$1,088.00	$54.40	83.00%	$5,312.00	$265.60
61.	10" DIRECTIONAL DRILL	80	LF	$136.25	$10,900.00	$2,400.00		$0.00	$2,400.00	22%	$8,500.00	$120.00	Yes	17.00%	$408.00	$20.40	83.00%	$1,992.00	$99.60
62.	REUSE JUMPER	2	EA	$2,737.14	$5,474.28	$4,600.00		$0.00	$4,600.00	84%	$874.28	$230.00	Yes	17.00%	$782.00	$39.10	83.00%	$3,818.00	$190.90
63.	REUSE FITTINGS	1	LS	$41,221.83	$41,221.83	$23,000.00		$0.00	$23,000.00	56%	$18,221.83	$1,150.00	Yes	17.00%	$3,910.00	$195.50	83.00%	$19,090.00	$954.50
64.	REUSE TESTING	1	LS	$9,750.38	$9,750.38	$0.00			$0.00	0%	$9,750.38	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
65.	TYPE "D" CURB	1,487	LF	$21.25	$31,598.75	$0.00	$5,600.00		$5,600.00	18%	$25,998.75	$280.00	Yes	17.00%	$952.00	$47.60	83.00%	$4,648.00	$232.40
66.	TYPE "F" CURB	17,785	LF	$28.13	$500,292.05	$178,750.00	$0.00		$178,750.00	36%	$321,542.05	$8,937.50	Yes	17.00%	$30,387.50	$1,519.38	83.00%	$148,362.50	$7,418.13
67.	10' CONCRETE SIDEWALK	3,647	LF	$61.44	$224,071.68	$0.00			$0.00	0%	$224,071.68	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
68.	10' HCR	11	EA	$2,750.00	$30,250.00	$0.00			$0.00	0%	$30,250.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
69.	5' SIDEWALK	6,562	LF	$29.94	$196,466.28	$0.00			$0.00	0%	$196,466.28	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
70.	5' HCR	14	EA	$1,481.25	$20,737.50	$0.00			$0.00	0%	$20,737.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
71.	12" STABILIZATION	25,301	SY	$5.42	$137,131.42	$56,100.00	$12,700.00		$68,800.00	50%	$68,331.42	$3,440.00	Yes	17.00%	$11,696.00	$584.80	83.00%	$57,104.00	$2,855.20
72.	1" SP 12.5 1ST LIFT	21,349	SY	$13.81	$294,829.69	$0.00			$0.00	0%	$294,829.69	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 5
APPLICATION DATE: 10/16/2024
PERIOD TO: 10/16/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%
		Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD												
73.	1" SP 9.5 ASPHALT WITHIN 6 MONTHS OF CFC	21,349	SY	$17.63	$376,382.87	$0.00			$0.00	0%	$376,382.87	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
74.	1" SP 9.5 ASPHALT	21,349	SY	$13.71	$292,694.79	$0.00			$0.00	0%	$292,694.79	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
75.	10" LIME ROCK	21,349	SY	$24.71	$527,533.79	$0.00	$202,350.00		$202,350.00	38%	$325,183.79	$10,117.50	Yes	17.00%	$34,399.50	$1,719.98	83.00%	$167,950.50	$8,397.53
76.	STAMPED ASPHALT	1,680	SF	$13.75	$23,100.00	$0.00	$23,100.00		$23,100.00	100%	$0.00	$1,155.00	Yes	17.00%	$3,927.00	$196.35	83.00%	$19,173.00	$958.65
78.	TEMP MARKING	1	LS	$18,402.50	$18,402.50	$0.00			$0.00	0%	$18,402.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
79.	PERMENATE MARKINGS	1	LS	$72,125.00	$72,125.00	$0.00			$0.00	0%	$72,125.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
80.	**DRY UTILITIES**						THIS PERIOD												
81.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$45,120.00	$45,120.00	$3,500.00	$4,600.00		$8,100.00	18%	$37,020.00	$405.00	Yes	17.00%	$1,377.00	$68.85	83.00%	$6,723.00	$336.15
82.	PERFORMANCE BOND	1	LS	$60,768.00	$60,768.00	$60,768.00			$60,768.00	100%	$0.00	$3,038.40	Yes	17.00%	$10,330.56	$516.53	83.00%	$50,437.44	$2,521.87
83.	6" SCHEDULE 40 GREY	60,530	LF	$25.17	$1,523,540.10	$36,000.00	$21,000.00		$57,000.00	4%	$1,466,540.10	$2,850.00	Yes	17.00%	$9,690.00	$484.50	83.00%	$47,310.00	$2,365.50
84.	CONCRETE DUCT BANK	5,490	LF	$14.97	$82,185.30	$0.00	$0.00		$0.00	0%	$82,185.30	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
83.	2" SCHEDULE 40 GREY	15,212	LF	$15.10	$229,701.20	$39,200.00	$16,400.00		$55,600.00	24%	$174,101.20	$2,780.00	Yes	17.00%	$9,452.00	$472.60	83.00%	$46,148.00	$2,307.40
85.	2" FITTINGS	1	LS	$26,884.00	$26,884.00	$2,600.00	$3,900.00		$6,500.00	24%	$20,384.00	$325.00	Yes	17.00%	$1,105.00	$55.25	83.00%	$5,395.00	$269.75
86.	4" SCHEDULE 40 GREY	51,000	LF	$20.31	$1,035,810.00	$0.00			$0.00	0%	$1,035,810.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
87.	4"& 6" FITTINGS	1	LS	$64,118.00	$64,118.00	$4,600.00	$0.00		$4,600.00	7%	$59,518.00	$230.00	Yes	17.00%	$782.00	$39.10	83.00%	$3,818.00	$190.90
88.	30' TALL LED SINGLE HEAD LIGHT	22	EA	$12,274.00	$270,028.00	$0.00			$0.00	0%	$270,028.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
89.	30' TALL POLE WITH TWIN HEADS	24	EA	$14,363.00	$344,712.00	$0.00			$0.00	0%	$344,712.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
90.	ADD BLACKE DYETO CONCRETE POLES	46	EA	$909.00	$41,814.00	$0.00			$0.00	0%	$41,814.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
91.	SPLICE BOXES	52	EA	$5,770.00	$300,040.00	$0.00			$0.00	0%	$300,040.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
92.	LAYOUT/AS-BUILTS	1	LS	$17,410.00	$17,410.00	$0.00			$0.00	0%	$17,410.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
93.	HANDHOLES	15	EA	$3,145.00	$47,175.00	$0.00			$0.00	0%	$47,175.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
94.	MAHOLES	4	EA	$7,793.00	$31,172.00	$0.00			$0.00	0%	$31,172.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
95.	**LANDSCAPE/IRRIGATION**						THIS PERIOD												
96.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$29,560.00	$29,560.00	$3,500.00	$0.00		$3,500.00	12%	$26,060.00	$175.00	Yes	17.00%	$595.00	$29.75	83.00%	$2,905.00	$145.25
97.	PERFORMANCE BOND	1	LS	$22,693.00	$22,693.00	$22,693.00			$22,693.00	100%	$0.00	$1,134.65	Yes	17.00%	$3,857.81	$192.89	83.00%	$18,835.19	$941.76
98.	SURVEY/LAYOUT	1	LS	$6,880.00	$6,880.00	$0.00			$0.00	0%	$6,880.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
99.	LANDSCAPE	1	LS	$421,116.00	$421,116.00	$0.00			$0.00	0%	$421,116.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
100.	IRRIGATION	1	LS	$393,612.00	$393,612.00	$33,200.00	$0.00		$33,200.00	8%	$360,412.00	$1,660.00	Yes	17.00%	$5,644.00	$282.20	83.00%	$27,556.00	$1,377.80
101.	MAINTENANCE	1	LS	$73,440.00	$73,440.00	$0.00			$0.00	0%	$73,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
102.	SOD/GROUND COVERING	1	LS	$141,212.00	$141,212.00	$0.00			$0.00	0%	$141,212.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
104.	**Change Order #1 Fire Access Rd**																		
105.	Install Fire Access Rd. 8" Lime Rock with Prime	9,111	SY	$14.20	$129,376.20	$129,376.20	$0.00		$129,376.20	100%	$0.00	$6,468.81	No	0.00%	$0.00	$0.00	100.00%	$129,376.20	$6,468.81
106.	Install Two Extra Fire Hydrant Assembly	2	EA	$6,400.00	$12,800.00	$12,800.00	$0.00		$12,800.00	100%	$0.00	$640.00	No	0.00%	$0.00	$0.00	100.00%	$12,800.00	$640.00
107.	Install Extra PVC with Fittings	1	LS	$ 3,200.00	$3,200.00	$3,200.00	$0.00		$3,200.00	100%	$0.00	$160.00	No	0.00%	$0.00	$0.00	100.00%	$3,200.00	$160.00
108.	Extra Labor/Crew and Equipment to Facilitate Install	1	LS	$ 69,800.00	$69,800.00	$69,800.00	$0.00		$69,800.00	100%	$0.00	$3,490.00	No	0.00%	$0.00	$0.00	100.00%	$69,800.00	$3,490.00
	Change Order #2						THIS PERIOD												
109.	**Storm -** D-24 Remove 54" HDPE	-16	LF	$360.14	($5,762.24)	$0.00			$0.00	0%	($5,762.24)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
110.	D-24 Add 36" HDPE	16	LF	$114.98	$1,839.68	$0.00			$0.00	0%	$1,839.68	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
111.	**Reuse -** Delete 8"x4" Tee	-1	EA	$281.00	($281.00)	$0.00			$0.00	0%	($281.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
112.	Delete 8" Gate Valve	-1	EA	$2,648.89	($2,648.89)	$0.00			$0.00	0%	($2,648.89)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
113.	Add 4" PVC Reuse Pipe	70	LF	$30.67	$2,146.90	$0.00			$0.00	0%	$2,146.90	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
114.	Add Storm Structure D-72	1	LS	$41,180.00	$41,180.00	$0.00	$28,000.00		$28,000.00	68%	$13,180.00	$1,400.00	Yes	17.00%	$4,760.00	$238.00	83.00%	$23,240.00	$1,162.00
115.	**Curb** Minus - "F" Curb	-171	LF	$28.13	($4,810.23)	$0.00			$0.00	0%	($4,810.23)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
116.	Add- Type "D" Curb	184	LF	$26.58	$4,890.72	$0.00			$0.00	0%	$4,890.72	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
117.	Add 54"/60" HP	54	LF	$360.14	$19,447.56	$0.00			$0.00	0%	$19,447.56	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
118.	Add 54"/60 Cap	1	LS	$1,170.00	$1,170.00	$0.00			$0.00	0%	$1,170.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
119.	D-21 - Delete 18" HP	-38	LF	$50.28	($1,910.64)	$0.00	($1,910.64)		($1,910.64)	100%	$0.00	($95.53)	Yes	17.00%	($324.81)	($16.24)	83.00%	($1,585.83)	($79.29)
120.	D-21 - Add 48" HP	125	LF	$320.16	$40,020.00	$0.00	$26,290.00		$26,290.00	66%	$13,730.00	$1,314.50	Yes	17.00%	$4,469.30	$223.47	83.00%	$21,820.70	$1,091.04
121.	D-21 - Add 48" Cap	1	EA	$770.00	$770.00	$0.00			$0.00	0%	$770.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
123.	D-21 - Add Core	1	EA	$1,440.00	$1,440.00	$0.00			$0.00	0%	$1,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
124.	D-22 - 36" HP	16	LF	$114.98	$1,839.68	$0.00			$0.00	0%	$1,839.68	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
125.	Add - 36" Cap	1	EA	$620.00	$620.00	$0.00			$0.00	0%	$620.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
126.	Add - 36" Core	1	EA	$580.00	$580.00	$0.00			$0.00	0%	$580.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
127.	**Force Main** Add - 6" PVC FM Pipe	185	LF	$50.13	$9,274.05	$0.00			$0.00	0%	$9,274.05	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
128.	Add - 10"x6" Tee	2	EA	$998.00	$1,996.00	$0.00			$0.00	0%	$1,996.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
129.	Add-10" Plug Valve	2	EA	$5,619.75	$11,239.50	$0.00			$0.00	0%	$11,239.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
130.	Add-6" Plug Valve	2	EA	$3,905.17	$7,810.34	$0.00			$0.00	0%	$7,810.34	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
131.	Add-6" Cap	2	EA	$197.00	$394.00	$0.00			$0.00	0%	$394.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
132.	**Reuse Main** Add - 6" PVC FM Pipe	90	LF	$50.13	$4,511.70	$0.00			$0.00	0%	$4,511.70	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00

133.	4" Gate Valve	1	EA	$990.00	$990.00	$0.00			$0.00	0%	$990.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
134.	4" Stub Out	1	EA	$705.00	$705.00	$0.00			$0.00	0%	$705.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
135.	**Water** -Delete 16"x6" Tee	-1	EA	$810.00	($810.00)	$0.00			$0.00	0%	($810.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
136.	Delete 16"x8" Tee	-1	EA	$1,020.00	($1,020.00)	$0.00			$0.00	0%	($1,020.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
137.	Delete 6" Gate	-1	EA	$1,903.55	($1,903.55)	$0.00			$0.00	0%	($1,903.55)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
138.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	$0.00			$0.00	0%	($8,950.47)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
139.	Delete 8" PVC Pipe	-60	LF	$50.94	($3,056.40)	$0.00			$0.00	0%	($3,056.40)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
140.	Delete 6" PVC Pipe	-60	LF	$37.07	($2,224.20)	$0.00			$0.00	0%	($2,224.20)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
141.	Delete 6" Cap	-1	EA	$202.00	($202.00)	$0.00			$0.00	0%	($202.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
142.	Delete 8" Cap	-1	EA	$274.00	($274.00)	$0.00			$0.00	0%	($274.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
143.	16" x10" Cross	1	EA	$1,440.00	$1,440.00	$0.00			$0.00	0%	$1,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
144.	10" Gate Valves	2	EA	$4,202.00	$8,404.00	$0.00			$0.00	0%	$8,404.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
145.	10" PVC C-900	125	LF	$74.90	$9,362.50	$0.00			$0.00	0%	$9,362.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
146.	10" Stub Outs	2	EA	$240.00	$480.00	$0.00			$0.00	0%	$480.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
147.	**Stamped Asphalt -** Delete	-1680	LF	$13.75	($23,100.00)	$0.00	($23,100.00)		($23,100.00)	100%	$0.00	($1,155.00)	Yes	17.00%	($3,927.00)	($196.35)	83.00%	($19,173.00)	($958.65)
148.	**Curb** Minus - "F" Curb	-244	LF	$28.13	($6,863.72)	$0.00			$0.00	0%	($6,863.72)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
149.	Add- Type "D" Curb	244	LF	$26.58	$6,485.52	$0.00			$0.00	0%	$6,485.52	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
150.	**Storm -** D-90 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$0.00			$0.00	0%	$11,280.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
151.	D-91 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$0.00			$0.00	0%	$11,280.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
152.	Add - 48" Core D-60	1	EA	$1,440.00	$1,440.00	$0.00			$0.00	0%	$1,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
153.	Add - 48" Core D-90	1	EA	$1,440.00	$1,440.00	$0.00			$0.00	0%	$1,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
154.	Add 48" HP Pipe	132	LF	$320.16	$42,261.12	$0.00			$0.00	0%	$42,261.12	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
155.	**Water** - 10" Gate Valves	2	EA	$4,202.00	$8,404.00	$0.00			$0.00	0%	$8,404.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
156.	10" PVC C-900	125	LF	$74.90	$9,362.50	$0.00			$0.00	0%	$9,362.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
157.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	$0.00			$0.00	0%	($8,950.47)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
158.	Delete 6" PVC C-900	-60	LF	$37.07	($2,224.20)	$0.00			$0.00	0%	($2,224.20)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
159.	Delete 8" PVC C-900	-60	LF	$50.94	($3,056.40)	$0.00			$0.00	0%	($3,056.40)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
160.	**Reuse -** Add - 4" PVC Pipe	50	LF	$30.67	$1,533.50	$0.00			$0.00	0%	$1,533.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
161.	**Force Main -** Add - 6" PVC Pipe STA 12+70	50	LF	$50.13	$2,506.50	$0.00			$0.00	0%	$2,506.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
162.	**Curb** Minus - "F" Curb	-228	LF	$28.13	($6,413.64)	$0.00			$0.00	0%	($6,413.64)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
163.	Add- Type "D" Curb	228	LF	$26.58	$6,060.24	$0.00			$0.00	0%	$6,060.24	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
164.	**Storm -** Delete 60" HP - 16+70	-21	LF	$480.83	($10,097.43)	$0.00			$0.00	0%	($10,097.43)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
165.	Add - Adjust D-47	1	LS	$590.00	$590.00	$0.00			$0.00	0%	$590.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
166.	Add - Adjust D-07	1	LS	$630.00	$630.00	$0.00			$0.00	0%	$630.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
167.	**Water** - Add - 8" C-900	55	LF	$50.94	$2,801.70	$0.00			$0.00	0%	$2,801.70	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
168.	**Reuse -** Add - 4" PVC Pipe	55	LF	$30.67	$1,686.85	$0.00			$0.00	0%	$1,686.85	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
170.	**Force Main -** Add - 6" PVC Pipe STA 16+69	55	LF	$50.13	$2,757.15	$0.00			$0.00	0%	$2,757.15	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
171.	Survey/3-D Files	1	LS	$12,994.00	$12,994.00	$0.00			$0.00	0%	$12,994.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
172.	As/Builts	1	LS	$7,644.00	$7,644.00	$0.00			$0.00	0%	$7,644.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
173.	Additional Well Abandonment	3	EA	$9,700.00	$29,100.00	$0.00	$9,700.00		$9,700.00	33%	$19,400.00	$485.00	Yes	17.00%	$1,649.00	$82.45	83.00%	$8,051.00	$402.55
174.	**Curb** Minus - "F" Curb	-131	LF	$28.13	($3,685.03)	$0.00			$0.00	0%	($3,685.03)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
175.	Add- Type "D" Curb	131	LF	$26.58	$3,481.98	$0.00			$0.00	0%	$3,481.98	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
176.	**Water** - Add - 10" PVC C-900	42	LF	$74.90	$3,145.80	$0.00			$0.00	0%	$3,145.80	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
177.	**Grading** - Super Elevate Roadway	1	LS	$11,890.00	$11,890.00	$0.00			$0.00	0%	$11,890.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
178.	Add Sod	1160	SY	$3.69	$4,280.40	$0.00			$0.00	0%	$4,280.40	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
179.	Add - Type P-8 Inlet Tops	3	EA	$3,345.00	$10,035.00	$0.00			$0.00	0%	$10,035.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
180.	Add Type "D" Curb	400	LF	$26.58	$10,632.00	$0.00			$0.00	0%	$10,632.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
181.	Survey/3D File	1	LS	$6,715.00	$6,715.00	$0.00			$0.00	0%	$6,715.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
182.	As-Builts	1	LS	$4,110.00	$4,110.00	$0.00			$0.00	0%	$4,110.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
183.	Added Markings and Signs	1	LS	$5,360.00	$5,360.00	$0.00			$0.00	0%	$5,360.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
	Change Order #3						THIS PERIOD												
184.	2" Irrigation - Sleeving	1900	LF	$13.40	$25,460.00	$0.00	$6,300.00		$6,300.00	25%	$19,160.00	$315.00	Yes	17.00%	$1,071.00	$53.55	83.00%	$5,229.00	$261.45
185.	Layout for Sleeving	1	LS	$1,600.00	$1,600.00	$0.00	$400.00		$400.00	25%	$1,200.00	$20.00	Yes	17.00%	$68.00	$3.40	83.00%	$332.00	$16.60
186.	As-Built and Locate Sleeving	1	LS	$3,300.00	$3,300.00	$0.00			$0.00	0%	$3,300.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
	SUBTOTAL				$14,744,957.07	$4,618,447.02	$778,688.41	$0.00	$5,397,135.43	37%	$9,347,821.64	$269,856.77			$880,933.07	$44,046.65		$4,516,202.36	$225,810.12
	GRAND TOTALS				$14,744,957.07	$4,618,447.02	$778,688.41	$0.00	$5,397,135.43		$9,347,821.64	$269,856.77			$880,933.07	$44,046.65		$4,516,202.36	$225,810.12

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 739,753.99 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 10/16/2024 to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Infrastructure to the following property:

S of Kelly Park Rd & Effie Dr.
3620 W Kelly Park Rd.
Apopka, FL 32712, Orange County (description of property)

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on October 30, 2024.

Lienor RCS Construction Company, Inc.
Address 295 E SR 50, Suite 1,
Clermont, FL 34711

By: Jody A. Bass
Print Name: Jody Bass
Its: Vice President

State of Florida
County of Lake
The foregoing instrument was acknowledged before me this 30th day of October, 20 24, by , as of said company, who has presented as identification or is personally known to me.

Signature of Notary Public
(Seal) Victoria E. Lauteria

Victoria E Lauteria
Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared __Jody Bass_____, who being by me first duly sworn, deposes and says:

1. The facts and matters contained and recited in the Affidavit are based upon personal knowledge of the Affiant.
2. Affiant is the Owner of __RCS Construction Company, Inc._____, a North Dakota Corporation company (hereinafter the "Contractor")
3. Contractor and ___Kelly Park VB Development, LLC___ (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated __December 4, 2023____ (hereinafter the "contract").
4. Affiant now requests partial payment under the Contract. In Consideration of Owner providing such partial payment, Contractor hereby provides this Affidavit upon which Owner intends to rely.
5. Contractor is not aware of any Claims that would require an adjustment of the Contract Time or the Contract Price except for any Change Order Requests or Change Order Proposals previously submitted in writing to Owner prior to execution of this Affidavit.
6. Contractor releases any Claims for an adjustment to the Contract Time or the Contract Price except for those previously made in writing and delivered to Owner prior to execution of this Affidavit.
7. Affiant states that all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien upon Progress Payment forms for every such potential lienors are provided herewith through_10/16/2024_____.
8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien Upon Progress Payment forms for every such potential lienor are provided herewith, except as provided below:

Name of Lienor Or Potential Lienor	Amount due for labor, services or materials furnished, delivered, Installed or performed
1. Atlantic Directional Drilling, Inc.	$0.00
2. Central Florida Transport, LLC	$33,486.31
3. Central Florida Turf Pros	$2,000.00
4. County Materials Corporation	$33,904.10
5. Dixie Lime & Stone	$0.00
6. Florida Design Consultants	$4,774.75
7. Formasters Concrete Specialists	$73,050.00
8. Fortiline, Inc.	$56,849.93
9. Oldcastle Infrastructure	$49,403.84
10. Volusia General Contractors & Trinity Construction Products, Inc.	$0.00
11. WLM Services, Inc.	$17,940.00

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

Jody A. Bass, Affiant

Sworn to and subscribed before me this 30th day of October, 2024, by Jody Bass, who (check one): [X] is personally known to me, [ ] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [ ] produced other identification, to wit: _____. Affiant did take an oath.

Victoria E. Lauteria

Print Name: Victoria E Lauteria
Notary Public, State of Florida
Commission No.: HH276625
My Commission Expires: 06/19/2026

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

JOINDER AND INDEMNIFY AGREEMENT

Contractor, joins in the execution of this Affidavit for the purpose of adopting all representations of fact contained therein. Contractor understands that this Affidavit will be relied upon by Owner for all purposes relating to the Contract. Contractor agrees to indemnify, hold harmless and defend the Owner from, against and with respect to any and all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of any claims by laborers, subcontractors or materialmen who might claim that they have not been paid for labor, services or material.

A Florida Corporation Company

By: _____

Name: Jody Bass

Title: Vice President

(CORPORATE SEAL)[where applicable]

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 23

(B) Name of Payee: Kutak Rock LLP

(C) Amount Payable: $252.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Kevin M Roberson
Kimley-Horn and Associates, Inc

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

November 20, 2024

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3483595
Client Matter No. 47123-4
Notification Email: eftgroup@kutakrock.com

Mr. George Flint
Golden Gem CDD
c/o Governmental Management Services
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3483595
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

10/01/24	A. Willson	0.80	252.00	Review final plat; confer with Roberson regarding execution of same

TOTAL HOURS 0.80

TOTAL FOR SERVICES RENDERED $252.00

TOTAL CURRENT AMOUNT DUE $252.00

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 24

(B) Name of Payee: Kimley Horn

(C) Amount Payable: $1,435.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer
Kevin M Roberson
Kimley-Horn and Associates, Inc

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 932520
Account Number:	2073089159554	ATLANTA, GA 31193-2520
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

GOLDEN GEM CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

Federal Tax Id: 56-0885615
For Services Rendered through Oct 31, 2024

Invoice Amount: $1,435.00

Invoice No: 29867464R
Invoice Date: Oct 31, 2024

Project No: 147968000.3
Project Name: GOLDEN GEM CDD INTERIM
Project Manager: ROBERSON, KEVIN

Client Reference: RESOLUTION 2024-05

HOURLY NOT TO EXCEED

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
INTERIM ENGINEERING	25,000.00	13,487.50	12,052.50	1,435.00
Subtotal	**25,000.00**	**13,487.50**	**12,052.50**	**1,435.00**
Total HOURLY NOT TO EXCEED				**1,435.00**

DESCRIPTION OF SERVICES PERFORMED:

- REVIEW AND APPROVE PAY REQ 16
- REVIEW AND APPROVE REQUISITES 13, 14 AND 15
- COORD UPDATED CHANGE ORDER 2 AND 3 FOR INFRASTRUCTURE AND 3 FOR MASS GRADE
- REVIEW AND APPROVE REQUISITE 19

Total Invoice: $1,435.00

If you have any questions, please contact Zach.Reuther at 561-234-4519 or Zach.Reuther@kimley-horn.com.

31ZSR

Kimley»Horn

Labor and Expense Detail

GOLDEN GEM CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

Invoice No: 29867464R
Invoice Date: Oct 31, 2024

Project No: 147968000.3
Project Name: GOLDEN GEM CDD INTERIM
Project Manager: ROBERSON, KEVIN

HOURLY NOT TO EXCEED

Task	Description	Hrs/Qty	Rate	Current Amount Due
01INTERIM ENGINEERING	SENIOR PROFESSIONAL II	3.5	390.00	1,365.00
	SUPPORT STAFF	0.5	140.00	70.00
TOTAL 01INTERIM ENGINEERING		**4.0**		**1,435.00**
TOTAL LABOR AND EXPENSE DETAIL				**1,435.00**

This page is for informational purposes only. Please pay amount shown on cover page.

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 25

(B) Name of Payee: RCS Construction Co. Inc.

(C) Amount Payable: $653,766.19

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer
Kevin M Roberson
Kimley-Horn and Associates, Inc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Golden Gem Community Development District

Vero Beach, FL 32963

PROJECT: Infrastructure - Wyld Oaks

APPLICATION NO: 6

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

PERIOD TO: 11/18/24

FROM CONTRACTOR:
RCS CONSTUCTION CO. INC.
295 E. HWY 50 SUITE 1
CLERMONT, FL 34711

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 14,205,206.49
2. Net change by Change Orders		$ 540,020.58
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 14,745,227.07
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 6,226,261.85
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$311,313.09	
b. 5 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 311,313.09
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 5,914,948.76
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,127,278.66
8. CURRENT PAYMENT DUE		$ 787,670.10 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 8,830,278.31

Total Completed and Stored To Date Allocated To Cadence	$1,021,884.56
Total Retainage At 5%	$51,094.23
Total Allocated To Cadence, Less Retainage	$970,790.33
Less Previous Balances Due By Cadence	$836,886.42
Current Payment Due By Cadence	$133,903.91
Total Completed and Stored To Date Allocated To CDD	$5,204,377.29
Total Retainage At 5%	$260,218.86
Total Allocated To CDD, Less Retainage	$4,944,158.43
Less Previous Balances Due By CDD	$4,290,392.24
Current Payment Due By CDD	$653,766.19

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$540,020.58	
Total approved this Month	$0.00	
TOTALS	$540,020.58	$0.00
NET CHANGES by Change Order	$540,020.58	

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

CONTRACTOR: RCS CONSTRUCTION CO., INC.

By: Judy H. Bass Date: 11/19/2024

State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 19th day of November, 2024
Notary Public: Victoria E. Lauteria
My Commission expires: 6/19/26

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ 787,670.10

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

ENGINEER: Kevin Roberson, Kimley-Horn and Assoc.

By: Date: 12-12-24

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

**** Contractor agrees that Owner will pay with what funding is available which may not equal the Current Payment Due. Any unpaid balance will remain on account for Owner to pay with future funds.*

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Infrastructure Application #6 Period Through 11/18/2024

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

AMOUNT CERTIFIED.....__$787,670.10_____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DEVELOPER'S REPRESENTATIVE:

By: _____ Date: 12/17/24
Name: ____Timothy R. Dennard_____
Title:` _____President_____

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 6
APPLICATION DATE: 11/18/2024
PERIOD TO: 11/18/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%
		Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD												
	General Conditions, Mobilzation, Survey																		
1.	MOBILIZATION	1	LS	$13,750.00	$13,750.00	$13,750.00	$0.00		$13,750.00	100%	$0.00	$687.50	Yes	17.00%	$2,337.50	$116.88	83.00%	$11,412.50	$570.63
2.	GENERAL CONDITIONS	1	LS	$221,250.00	$221,250.00	$120,000.00	$22,500.00		$142,500.00	64%	$78,750.00	$7,125.00	Yes	17.00%	$24,225.00	$1,211.25	83.00%	$118,275.00	$5,913.75
3.	PERFORMANCE BOND	1	LS	$103,750.00	$103,750.00	$103,750.00			$103,750.00	100%	$0.00	$5,187.50	Yes	17.00%	$17,637.50	$881.88	83.00%	$86,112.50	$4,305.63
4.	LAYOUT/ASBUILTS	1	LS	$96,518.75	$96,518.75	$45,920.00	$8,500.00		$54,420.00	56%	$42,098.75	$2,721.00	Yes	17.00%	$9,251.40	$462.57	83.00%	$45,168.60	$2,258.43
5.	SWWWP	1	LS	$28,750.00	$28,750.00	$13,200.00	$3,500.00		$16,700.00	58%	$12,050.00	$835.00	Yes	17.00%	$2,839.00	$141.95	83.00%	$13,861.00	$693.05
6.	SILT FENCE	21818	LF	$1.81	$39,490.58	$35,600.00	$3,890.58		$39,490.58	100%	$0.00	$1,974.53	Yes	17.00%	$6,713.40	$335.67	83.00%	$32,777.18	$1,638.86
7.	TREE PROTECTION	2930	LF	$6.73	$19,718.90	$19,718.90	$0.00		$19,718.90	100%	$0.00	$985.95	Yes	17.00%	$3,352.21	$167.61	83.00%	$16,366.69	$818.33
8.	CONSTRUCTION ENTRY	2	EA	$12,647.28	$25,294.56	$12,300.00	$0.00		$12,300.00	49%	$12,994.56	$615.00	Yes	17.00%	$2,091.00	$104.55	83.00%	$10,209.00	$510.45
9.	MASS GRADING	31971	CY	$2.81	$89,838.51	$78,750.00	$0.00		$78,750.00	88%	$11,088.51	$3,937.50	Yes	17.00%	$13,387.50	$669.38	83.00%	$65,362.50	$3,268.13
10.	ROADWAY GRADING	1	LS	$97,182.84	$97,182.84	$51,200.00	$11,500.00		$62,700.00	65%	$34,482.84	$3,135.00	Yes	17.00%	$10,659.00	$532.95	83.00%	$52,041.00	$2,602.05
11.	SOD BEHIND CURB	10613	SY	$3.69	$39,161.97	$0.00			$0.00	0%	$39,161.97	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
12.	10" FORCE MAIN	5244	LF	$70.72	$370,855.68	$219,300.00	$33,350.00	$0.00	$252,650.00	68%	$118,205.68	$12,632.50	Yes	17.00%	$42,950.50	$2,147.53	83.00%	$209,699.50	$10,484.98
13.	10" PLUG VALVE	14	EA	$5,619.75	$78,676.50	$58,750.00	$4,500.00	$0.00	$63,250.00	80%	$15,426.50	$3,162.50	Yes	17.00%	$10,752.50	$537.63	83.00%	$52,497.50	$2,624.88
14.	12"X10" WET TAP	2	EA	$16,066.18	$32,132.36	$11,300.00	$8,800.00	$0.00	$20,100.00	63%	$12,032.36	$1,005.00	Yes	17.00%	$3,417.00	$170.85	83.00%	$16,683.00	$834.15
15.	6" FORCE MAIN	648	LF	$50.13	$32,484.24	$16,900.00	$3,300.00	$0.00	$20,200.00	62%	$12,284.24	$1,010.00	Yes	17.00%	$3,434.00	$171.70	83.00%	$16,766.00	$838.30
16.	6" PLUG VALVE	12	EA	$3,905.17	$46,862.04	$22,954.00	$0.00	$0.00	$22,954.00	49%	$23,908.04	$1,147.70	Yes	17.00%	$3,902.18	$195.11	83.00%	$19,051.82	$952.59
17.	4" FORCE MAIN	20	LF	$36.17	$723.40	$0.00			$0.00	0%	$723.40	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
18.	4" PLUG VALVE	1	EA	$2,366.34	$2,366.34	$690.00		$0.00	$690.00	29%	$1,676.34	$34.50	Yes	17.00%	$117.30	$5.87	83.00%	$572.70	$28.64
19	FORCE MAIN FITTINGS	1	LS	$78,184.45	$78,184.45	$66,952.00	$2,200.00	$0.00	$69,152.00	88%	$9,032.45	$3,457.60	Yes	17.00%	$11,755.84	$587.79	83.00%	$57,396.16	$2,869.81
20.	TESTING	1	LS	$12,278.25	$12,278.25	$2,100.00	$0.00		$2,100.00	17%	$10,178.25	$105.00	Yes	17.00%	$357.00	$17.85	83.00%	$1,743.00	$87.15
21.	18" HDPE	931	LF	$50.28	$46,810.68	$32,856.00	$0.00	$0.00	$32,856.00	70%	$13,954.68	$1,642.80	Yes	17.00%	$5,585.52	$279.28	83.00%	$27,270.48	$1,363.52
22.	24" HDPE	1279	LF	$73.70	$94,262.30	$71,298.00	$0.00	$0.00	$71,298.00	76%	$22,964.30	$3,564.90	Yes	17.00%	$12,120.66	$606.03	83.00%	$59,177.34	$2,958.87
23.	42" HDPE	106	LF	$246.26	$26,103.56	$19,185.00		$0.00	$19,185.00	73%	$6,918.56	$959.25	Yes	17.00%	$3,261.45	$163.07	83.00%	$15,923.55	$796.18
24.	48" HDPE	691	LF	$320.16	$221,230.56	$135,900.00	$28,000.00	$0.00	$163,900.00	74%	$57,330.56	$8,195.00	Yes	17.00%	$27,863.00	$1,393.15	83.00%	$136,037.00	$6,801.85
25.	54"/60" HDPE	1462	LF	$360.14	$526,524.68	$437,000.00	$32,000.00	$0.00	$469,000.00	89%	$57,524.68	$23,450.00	Yes	17.00%	$79,730.00	$3,986.50	83.00%	$389,270.00	$19,463.50
26.	60" HDPE	64	LF	$480.83	$30,773.12	$30,773.12	$0.00	$0.00	$30,773.12	100%	$0.00	$1,538.66	Yes	17.00%	$5,231.43	$261.57	83.00%	$25,541.69	$1,277.08
27.	36" HDPE	1394	LF	$114.98	$160,282.12	$119,000.00	$13,880.00	$0.00	$132,880.00	83%	$27,402.12	$6,644.00	Yes	17.00%	$22,589.60	$1,129.48	83.00%	$110,290.40	$5,514.52

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 6
APPLICATION DATE: 11/18/2024
PERIOD TO: 11/18/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%
		Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD												
28.	72" RCP	1381	LF	$747.54	$1,032,352.74	$952,400.00	$47,650.00	$0.00	$1,000,050.00	97%	$32,302.74	$50,002.50	Yes	17.00%	$170,008.50	$8,500.43	83.00%	$830,041.50	$41,502.08
29.	TYPE "P" MANHOLE	4	EA	$15,330.53	$61,322.12	$32,500.00	$0.00	$0.00	$32,500.00	53%	$28,822.12	$1,625.00	Yes	17.00%	$5,525.00	$276.25	83.00%	$26,975.00	$1,348.75
31.	TYPE P-5 WITH "J" BOTTOMS	11	EA	$12,400.26	$136,402.86	$104,700.00	$0.00	$0.00	$104,700.00	77%	$31,702.86	$5,235.00	Yes	17.00%	$17,799.00	$889.95	83.00%	$86,901.00	$4,345.05
32.	TYPE P-5 INLETS	25	EA	$6,492.88	$162,322.00	$90,200.00	$31,000.00	$0.00	$121,200.00	75%	$41,122.00	$6,060.00	Yes	17.00%	$20,604.00	$1,030.20	83.00%	$100,596.00	$5,029.80
33.	TYPE P-6 WITH "J" BOTTOMS	8	EA	$14,844.13	$118,753.04	$63,800.00	$18,500.00	$0.00	$82,300.00	69%	$36,453.04	$4,115.00	Yes	17.00%	$13,991.00	$699.55	83.00%	$68,309.00	$3,415.45
34.	TYPE P-6 INLETS	4	EA	$7,220.65	$28,882.60	$13,620.00	$0.00	$0.00	$13,620.00	47%	$15,262.60	$681.00	Yes	17.00%	$2,315.40	$115.77	83.00%	$11,304.60	$565.23
35.	TYPE "J" BOTTOM WITH TYPE "A" MANHOLE	1	EA	$33,164.59	$33,164.59	$19,000.00		$0.00	$19,000.00	57%	$14,164.59	$950.00	Yes	17.00%	$3,230.00	$161.50	83.00%	$15,770.00	$788.50
36.	BOX CULVERT 5'X10'	280	LF	$1,319.81	$369,546.80	$369,546.80	$0.00		$369,546.80	100%	$0.00	$18,477.34	Yes	17.00%	$62,822.96	$3,141.15	83.00%	$306,723.84	$15,336.19
37.	TV LINES	1	LS	$31,524.38	$31,524.38	$0.00			$0.00	0%	$31,524.38	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
38.	8" C-900	487	LF	$50.94	$24,807.78	$13,000.00	$0.00	$0.00	$13,000.00	52%	$11,807.78	$650.00	Yes	17.00%	$2,210.00	$110.50	83.00%	$10,790.00	$539.50
39.	16" DIP	2,581	LF	$131.18	$338,575.58	$253,376.00	$17,700.00	$0.00	$271,076.00	80%	$67,499.58	$13,553.80	Yes	17.00%	$46,082.92	$2,304.15	83.00%	$224,993.08	$11,249.65
40.	12" C-900	2,752	LF	$87.96	$242,065.92	$177,260.00	$18,900.00	$0.00	$196,160.00	81%	$45,905.92	$9,808.00	Yes	17.00%	$33,347.20	$1,667.36	83.00%	$162,812.80	$8,140.64
41.	6" C-900	816	LF	$37.07	$30,249.12	$6,380.00	$4,500.00	$0.00	$10,880.00	36%	$19,369.12	$544.00	Yes	17.00%	$1,849.60	$92.48	83.00%	$9,030.40	$451.52
42.	12" GATE VALVE	13	EA	$4,796.85	$62,359.05	$62,359.05	$0.00	$0.00	$62,359.05	100%	$0.00	$3,117.95	Yes	17.00%	$10,601.04	$530.05	83.00%	$51,758.01	$2,587.90
43.	6" GATE VALVE	13	EA	$1,903.55	$24,746.15	$10,300.00	$0.00		$10,300.00	42%	$14,446.15	$515.00	Yes	17.00%	$1,751.00	$87.55	83.00%	$8,549.00	$427.45
44.	16" GATE VALVE	18	EA	$8,950.47	$161,108.46	$79,550.00	$28,450.00	$0.00	$108,000.00	67%	$53,108.46	$5,400.00	Yes	17.00%	$18,360.00	$918.00	83.00%	$89,640.00	$4,482.00
45.	8" GATE VALVE	17	EA	$2,648.89	$45,031.13	$22,000.00	$6,200.00	$0.00	$28,200.00	63%	$16,831.13	$1,410.00	Yes	17.00%	$4,794.00	$239.70	83.00%	$23,406.00	$1,170.30
46.	RELOCATE FHA	1	EA	$3,474.50	$3,474.50	$0.00			$0.00	0%	$3,474.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
47.	FIRE HYDRANT ASSEMBLY	18	EA	$6,239.51	$112,311.18	$52,900.00	$18,400.00		$71,300.00	63%	$41,011.18	$3,565.00	Yes	17.00%	$12,121.00	$606.05	83.00%	$59,179.00	$2,958.95
48.	ARV	1	EA	$7,426.58	$7,426.58	$0.00			$0.00	0%	$7,426.58	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
49.	16"X12" WET TAP	1	EA	$15,160.96	$15,160.96	$7,500.00		$0.00	$7,500.00	49%	$7,660.96	$375.00	Yes	17.00%	$1,275.00	$63.75	83.00%	$6,225.00	$311.25
50.	16"X16" WET TAP	1	EA	$33,555.01	$33,555.01	$8,200.00		$0.00	$8,200.00	24%	$25,355.01	$410.00	Yes	17.00%	$1,394.00	$69.70	83.00%	$6,806.00	$340.30
51.	14"DIRECTIONAL DRILL	80	LF	$173.41	$13,872.80	$7,200.00		$0.00	$7,200.00	52%	$6,672.80	$360.00	Yes	17.00%	$1,224.00	$61.20	83.00%	$5,976.00	$298.80
52.	JUMPER	2	EA	$2,787.30	$5,574.60	$0.00			$0.00	0%	$5,574.60	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
53.	RESTORATION/MOT FOR OFFSITE WORK	1	LS	$33,392.21	$33,392.21	$0.00			$0.00	0%	$33,392.21	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
54.	WATER FITTING	1	LS	$122,471.75	$122,471.75	$90,700.00	$3,300.00	$0.00	$94,000.00	77%	$28,471.75	$4,700.00	Yes	17.00%	$15,980.00	$799.00	83.00%	$78,020.00	$3,901.00
55.	TESTING	1	LS	$11,475.00	$11,475.00	$0.00			$0.00	0%	$11,475.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
56.	8" REUSE	5,392	LF	$49.11	$264,801.12	$157,080.00	$36,000.00	$0.00	$193,080.00	73%	$71,721.12	$9,654.00	Yes	17.00%	$32,823.60	$1,641.18	83.00%	$160,256.40	$8,012.82
57.	8" GATE VALVE	17	EA	$2,738.50	$46,554.50	$18,700.00	$9,100.00		$27,800.00	60%	$18,754.50	$1,390.00	Yes	17.00%	$4,726.00	$236.30	83.00%	$23,074.00	$1,153.70
58.	4" REUSE C-900	590	LF	$30.67	$18,095.30	$5,200.00	$0.00		$5,200.00	29%	$12,895.30	$260.00	Yes	17.00%	$884.00	$44.20	83.00%	$4,316.00	$215.80
59.	4" GATE VALVE	14	EA	$2,295.78	$32,140.92	$12,700.00	$0.00		$12,700.00	40%	$19,440.92	$635.00	Yes	17.00%	$2,159.00	$107.95	83.00%	$10,541.00	$527.05
60.	30"X8" WET TAP	2	EA	$12,237.97	$24,475.94	$6,400.00	$0.00		$6,400.00	26%	$18,075.94	$320.00	Yes	17.00%	$1,088.00	$54.40	83.00%	$5,312.00	$265.60
61.	10" DIRECTIONAL DRILL	80	LF	$136.25	$10,900.00	$2,400.00		$0.00	$2,400.00	22%	$8,500.00	$120.00	Yes	17.00%	$408.00	$20.40	83.00%	$1,992.00	$99.60
62.	REUSE JUMPER	2	EA	$2,737.14	$5,474.28	$4,600.00		$0.00	$4,600.00	84%	$874.28	$230.00	Yes	17.00%	$782.00	$39.10	83.00%	$3,818.00	$190.90
63.	REUSE FITTINGS	1	LS	$41,221.83	$41,221.83	$23,000.00		$0.00	$23,000.00	56%	$18,221.83	$1,150.00	Yes	17.00%	$3,910.00	$195.50	83.00%	$19,090.00	$954.50
64.	REUSE TESTING	1	LS	$9,750.38	$9,750.38	$0.00			$0.00	0%	$9,750.38	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
65.	TYPE "D" CURB	1,487	LF	$21.25	$31,598.75	$5,600.00	$0.00		$5,600.00	18%	$25,998.75	$280.00	Yes	17.00%	$952.00	$47.60	83.00%	$4,648.00	$232.40
66.	TYPE "F" CURB	17,785	LF	$28.13	$500,292.05	$178,750.00	$48,500.00		$227,250.00	45%	$273,042.05	$11,362.50	Yes	17.00%	$38,632.50	$1,931.63	83.00%	$188,617.50	$9,430.88
67.	10' CONCRETE SIDEWALK	3,647	LF	$61.44	$224,071.68	$0.00			$0.00	0%	$224,071.68	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
68.	10' HCR	11	EA	$2,750.00	$30,250.00	$0.00			$0.00	0%	$30,250.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
69.	5' SIDEWALK	6,562	LF	$29.94	$196,466.28	$0.00			$0.00	0%	$196,466.28	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
70.	5' HCR	14	EA	$1,481.25	$20,737.50	$0.00			$0.00	0%	$20,737.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
71.	12" STABILIZATION	25,301	SY	$5.42	$137,131.42	$68,800.00	$11,600.00		$80,400.00	59%	$56,731.42	$4,020.00	Yes	17.00%	$13,668.00	$683.40	83.00%	$66,732.00	$3,336.60
72.	1" SP 12.5 1ST LIFT	21,349	SY	$13.81	$294,829.69	$0.00	$107,000.00		$107,000.00	36%	$187,829.69	$5,350.00	Yes	17.00%	$18,190.00	$909.50	83.00%	$88,810.00	$4,440.50

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 6
APPLICATION DATE: 11/18/2024
PERIOD TO: 11/18/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%
		Quantity	Unit	Price	Total														
73.	1" SP 9.5 ASPHALT WITHIN 6 MONTHS OF CFC	21,349	SY	$17.63	$376,382.87	$0.00			$0.00	0%	$376,382.87	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
74.	1" SP 9.5 ASPHALT	21,349	SY	$13.71	$292,694.79	$0.00	$106,000.00		$106,000.00	36%	$186,694.79	$5,300.00	Yes	17.00%	$18,020.00	$901.00	83.00%	$87,980.00	$4,399.00
75.	10" LIME ROCK	21,349	SY	$24.71	$527,533.79	$202,350.00	$39,990.00		$242,340.00	46%	$285,193.79	$12,117.00	Yes	17.00%	$41,197.80	$2,059.89	83.00%	$201,142.20	$10,057.11
76.	STAMPED ASPHALT	1,680	SF	$13.75	$23,100.00	$23,100.00	$0.00		$23,100.00	100%	$0.00	$1,155.00	Yes	17.00%	$3,927.00	$196.35	83.00%	$19,173.00	$958.65
78.	TEMP MARKING	1	LS	$18,402.50	$18,402.50	$0.00			$0.00	0%	$18,402.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
79.	PERMENATE MARKINGS	1	LS	$72,125.00	$72,125.00	$0.00			$0.00	0%	$72,125.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
80.	**DRY UTILITIES**						THIS PERIOD												
81.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$45,120.00	$45,120.00	$8,100.00	$5,500.00		$13,600.00	30%	$31,520.00	$680.00	Yes	17.00%	$2,312.00	$115.60	83.00%	$11,288.00	$564.40
82.	PERFORMANCE BOND	1	LS	$60,768.00	$60,768.00	$60,768.00			$60,768.00	100%	$0.00	$3,038.40	Yes	17.00%	$10,330.56	$516.53	83.00%	$50,437.44	$2,521.87
83.	6" SCHEDULE 40 GREY	60,530	LF	$25.17	$1,523,540.10	$57,000.00	$4,600.00		$61,600.00	4%	$1,461,940.10	$3,080.00	Yes	17.00%	$10,472.00	$523.60	83.00%	$51,128.00	$2,556.40
84.	CONCRETE DUCT BANK	5,490	LF	$14.97	$82,185.30	$0.00	$0.00		$0.00	0%	$82,185.30	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
83.	2" SCHEDULE 40 GREY	15,212	LF	$15.10	$229,701.20	$55,600.00	$0.00		$55,600.00	24%	$174,101.20	$2,780.00	Yes	17.00%	$9,452.00	$472.60	83.00%	$46,148.00	$2,307.40
85.	2" FITTINGS	1	LS	$26,884.00	$26,884.00	$6,500.00	$0.00		$6,500.00	24%	$20,384.00	$325.00	Yes	17.00%	$1,105.00	$55.25	83.00%	$5,395.00	$269.75
86.	4" SCHEDULE 40 GREY	51,000	LF	$20.31	$1,035,810.00	$0.00	$26,000.00		$26,000.00	3%	$1,009,810.00	$1,300.00	Yes	17.00%	$4,420.00	$221.00	83.00%	$21,580.00	$1,079.00
87.	4"& 6" FITTINGS	1	LS	$64,118.00	$64,118.00	$4,600.00	$0.00		$4,600.00	7%	$59,518.00	$230.00	Yes	17.00%	$782.00	$39.10	83.00%	$3,818.00	$190.90
88.	30' TALL LED SINGLE HEAD LIGHT	22	EA	$12,274.00	$270,028.00	$0.00			$0.00	0%	$270,028.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
89.	30' TALL POLE WITH TWIN HEADS	24	EA	$14,363.00	$344,712.00	$0.00			$0.00	0%	$344,712.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
90.	ADD BLACKE DYETO CONCRETE POLES	46	EA	$909.00	$41,814.00	$0.00			$0.00	0%	$41,814.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
91.	SPLICE BOXES	52	EA	$5,770.00	$300,040.00	$0.00			$0.00	0%	$300,040.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
92.	LAYOUT/AS-BUILTS	1	LS	$17,410.00	$17,410.00	$0.00	$1,700.00		$1,700.00	10%	$15,710.00	$85.00	Yes	17.00%	$289.00	$14.45	83.00%	$1,411.00	$70.55
93.	HANDHOLES	15	EA	$3,145.00	$47,175.00	$0.00			$0.00	0%	$47,175.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
94.	MAHOLES	4	EA	$7,793.00	$31,172.00	$0.00			$0.00	0%	$31,172.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
95.	**LANDSCAPE/IRRIGATION**						THIS PERIOD												
96.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$29,560.00	$29,560.00	$3,500.00	$1,600.00		$5,100.00	17%	$24,460.00	$255.00	Yes	17.00%	$867.00	$43.35	83.00%	$4,233.00	$211.65
97.	PERFORMANCE BOND	1	LS	$22,693.00	$22,693.00	$22,693.00			$22,693.00	100%	$0.00	$1,134.65	Yes	17.00%	$3,857.81	$192.89	83.00%	$18,835.19	$941.76
98.	SURVEY/LAYOUT	1	LS	$6,880.00	$6,880.00	$0.00	$1,200.00		$1,200.00	17%	$5,680.00	$60.00	Yes	17.00%	$204.00	$10.20	83.00%	$996.00	$49.80
99.	LANDSCAPE	1	LS	$421,116.00	$421,116.00	$0.00			$0.00	0%	$421,116.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
100.	IRRIGATION	1	LS	$393,612.00	$393,612.00	$33,200.00	$0.00		$33,200.00	8%	$360,412.00	$1,660.00	Yes	17.00%	$5,644.00	$282.20	83.00%	$27,556.00	$1,377.80
101.	MAINTENANCE	1	LS	$73,440.00	$73,440.00	$0.00			$0.00	0%	$73,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
102.	SOD/GROUND COVERING	1	LS	$141,212.00	$141,212.00	$0.00			$0.00	0%	$141,212.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
104.	**Change Order #1 Fire Access Rd**																		
105.	Install Fire Access Rd. 8" Lime Rock with Prime	9,111	SY	$14.20	$129,376.20	$129,376.20	$0.00		$129,376.20	100%	$0.00	$6,468.81	No	0.00%	$0.00	$0.00	100.00%	$129,376.20	$6,468.81
106.	Install Two Extra Fire Hydrant Assembly	2	EA	$6,400.00	$12,800.00	$12,800.00	$0.00		$12,800.00	100%	$0.00	$640.00	No	0.00%	$0.00	$0.00	100.00%	$12,800.00	$640.00
107.	Install Extra PVC with Fittings	1	LS	$ 3,200.00	$3,200.00	$3,200.00	$0.00		$3,200.00	100%	$0.00	$160.00	No	0.00%	$0.00	$0.00	100.00%	$3,200.00	$160.00
108.	Extra Labor/Crew and Equipment to Facilitate Install	1	LS	$ 69,800.00	$69,800.00	$69,800.00	$0.00		$69,800.00	100%	$0.00	$3,490.00	No	0.00%	$0.00	$0.00	100.00%	$69,800.00	$3,490.00
	Change Order #2						THIS PERIOD												
109.	**Storm** - D-24 Remove 54" HDPE	-16	LF	$360.14	($5,762.24)	$0.00	($5,762.24)		($5,762.24)	100%	$0.00	($288.11)	Yes	17.00%	($979.58)	($48.98)	83.00%	($4,782.66)	($239.13)
110.	D-24 Add 36" HDPE	16	LF	$114.98	$1,839.68	$0.00	$1,839.68		$1,839.68	100%	$0.00	$91.98	Yes	17.00%	$312.75	$15.64	83.00%	$1,526.93	$76.35
111.	**Reuse** - Delete 8"x4" Tee	-1	EA	$281.00	($281.00)	$0.00	($281.00)		($281.00)	100%	$0.00	($14.05)	Yes	17.00%	($47.77)	($2.39)	83.00%	($233.23)	($11.66)
112.	Delete 8" Gate Valve	-1	EA	$2,648.89	($2,648.89)	$0.00			$0.00	0%	($2,648.89)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
113.	Add 4" PVC Reuse Pipe	70	LF	$30.67	$2,146.90	$0.00			$0.00	0%	$2,146.90	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
114.	Add Storm Structure D-72	1	LS	$41,180.00	$41,180.00	$28,000.00	$4,600.00		$32,600.00	79%	$8,580.00	$1,630.00	Yes	17.00%	$5,542.00	$277.10	83.00%	$27,058.00	$1,352.90
115.	**Curb** Minus - "F" Curb	-171	LF	$28.13	($4,810.23)	$0.00			$0.00	0%	($4,810.23)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
116.	Add- Type "D" Curb	184	LF	$26.58	$4,890.72	$0.00			$0.00	0%	$4,890.72	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
117.	Add 54"/60" HP	54	LF	$360.14	$19,447.56	$0.00	$12,200.00		$12,200.00	63%	$7,247.56	$610.00	Yes	17.00%	$2,074.00	$103.70	83.00%	$10,126.00	$506.30
118.	Add 54"/60 Cap	1	LS	$1,170.00	$1,170.00	$0.00			$0.00	0%	$1,170.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
119.	D-21 - Delete 18" HP	-38	LF	$50.28	($1,910.64)	($1,910.64)	$0.00		($1,910.64)	100%	$0.00	($95.53)	Yes	17.00%	($324.81)	($16.24)	83.00%	($1,585.83)	($79.29)
120.	D-21 - Add 48" HP	125	LF	$320.16	$40,020.00	$26,290.00	$8,500.00		$34,790.00	87%	$5,230.00	$1,739.50	Yes	17.00%	$5,914.30	$295.72	83.00%	$28,875.70	$1,443.79
121.	D-21 - Add 48" Cap	1	EA	$770.00	$770.00	$0.00			$0.00	0%	$770.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
123.	D-21 - Add Core	1	EA	$1,440.00	$1,440.00	$0.00			$0.00	0%	$1,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
124.	D-22 - 36" HP	16	LF	$114.98	$1,839.68	$0.00			$0.00	0%	$1,839.68	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
125.	Add - 36" Cap	1	EA	$620.00	$620.00	$0.00			$0.00	0%	$620.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
126.	Add - 36" Core	1	EA	$580.00	$580.00	$0.00			$0.00	0%	$580.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
127.	**Force Main** Add - 6" PVC FM Pipe	185	LF	$50.13	$9,274.05	$0.00	$4,700.00		$4,700.00	51%	$4,574.05	$235.00	Yes	17.00%	$799.00	$39.95	83.00%	$3,901.00	$195.05
128.	Add - 10"x6" Tee	2	EA	$998.00	$1,996.00	$0.00			$0.00	0%	$1,996.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
129.	Add-10" Plug Valve	2	EA	$5,619.75	$11,239.50	$0.00	$5,200.00		$5,200.00	46%	$6,039.50	$260.00	Yes	17.00%	$884.00	$44.20	83.00%	$4,316.00	$215.80
130.	Add-6" Plug Valve	2	EA	$3,905.17	$7,810.34	$0.00			$0.00	0%	$7,810.34	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
131.	Add-6" Cap	2	EA	$197.00	$394.00	$0.00			$0.00	0%	$394.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
132.	**Reuse Main** Add - 6" PVC FM Pipe	90	LF	$50.13	$4,511.70	$0.00			$0.00	0%	$4,511.70	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00

133.	4" Gate Valve	1	EA	$990.00	$990.00	$0.00			$0.00	0%	$990.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
134.	4" Stub Out	1	EA	$705.00	$705.00	$0.00			$0.00	0%	$705.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
135.	**Water** -Delete 16"x6" Tee	-1	EA	$810.00	($810.00)	$0.00			$0.00	0%	($810.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
136.	Delete 16"x8" Tee	-1	EA	$1,020.00	($1,020.00)	$0.00			$0.00	0%	($1,020.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
137.	Delete 6" Gate	-1	EA	$1,903.55	($1,903.55)	$0.00			$0.00	0%	($1,903.55)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
138.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	$0.00			$0.00	0%	($8,950.47)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
139.	Delete 8" PVC Pipe	-60	LF	$50.94	($3,056.40)	$0.00	($3,056.40)		($3,056.40)	100%	$0.00	($152.82)	Yes	17.00%	($519.59)	($25.98)	83.00%	($2,536.81)	($126.84)
140.	Delete 6" PVC Pipe	-60	LF	$37.07	($2,224.20)	$0.00	($2,224.20)		($2,224.20)	100%	$0.00	($111.21)	Yes	17.00%	($378.11)	($18.91)	83.00%	($1,846.09)	($92.30)
141.	Delete 6" Cap	-1	EA	$202.00	($202.00)	$0.00			$0.00	0%	($202.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
142.	Delete 8" Cap	-1	EA	$274.00	($274.00)	$0.00			$0.00	0%	($274.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
143.	16" x10" Cross	1	EA	$1,440.00	$1,440.00	$0.00			$0.00	0%	$1,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
144.	10" Gate Valves	2	EA	$4,202.00	$8,404.00	$0.00	$3,900.00		$3,900.00	46%	$4,504.00	$195.00	Yes	17.00%	$663.00	$33.15	83.00%	$3,237.00	$161.85
145.	10" PVC C-900	125	LF	$74.90	$9,362.50	$0.00	$4,400.00		$4,400.00	47%	$4,962.50	$220.00	Yes	17.00%	$748.00	$37.40	83.00%	$3,652.00	$182.60
146.	10" Stub Outs	2	EA	$240.00	$480.00	$0.00			$0.00	0%	$480.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
147.	**Stamped Asphalt** - Delete	-1680	LF	$13.75	($23,100.00)	($23,100.00)			($23,100.00)	100%	$0.00	($1,155.00)	Yes	17.00%	($3,927.00)	($196.35)	83.00%	($19,173.00)	($958.65)
148.	**Curb** Minus - "F" Curb	-244	LF	$28.13	($6,863.72)	$0.00			$0.00	0%	($6,863.72)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
149.	Add- Type "D" Curb	244	LF	$26.58	$6,485.52	$0.00			$0.00	0%	$6,485.52	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
150.	**Storm** - D-90 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$0.00			$0.00	0%	$11,280.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
151.	D-91 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$0.00			$0.00	0%	$11,280.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
152.	Add - 48" Core D-60	1	EA	$1,440.00	$1,440.00	$0.00			$0.00	0%	$1,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
153.	Add - 48" Core D-90	1	EA	$1,440.00	$1,440.00	$0.00			$0.00	0%	$1,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
154.	Add 48" HP Pipe	132	LF	$320.16	$42,261.12	$0.00	$12,600.00		$12,600.00	30%	$29,661.12	$630.00	Yes	17.00%	$2,142.00	$107.10	83.00%	$10,458.00	$522.90
155.	**Water** - 10" Gate Valves	2	EA	$4,202.00	$8,404.00	$0.00			$0.00	0%	$8,404.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
156.	10" PVC C-900	125	LF	$74.90	$9,362.50	$0.00			$0.00	0%	$9,362.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
157.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	$0.00			$0.00	0%	($8,950.47)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
158.	Delete 6" PVC C-900	-60	LF	$37.07	($2,224.20)	$0.00			$0.00	0%	($2,224.20)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
159.	Delete 8" PVC C-900	-60	LF	$50.94	($3,056.40)	$0.00			$0.00	0%	($3,056.40)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
160.	**Reuse** - Add - 4" PVC Pipe	50	LF	$30.67	$1,533.50	$0.00			$0.00	0%	$1,533.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
161.	**Force Main** - Add - 6" PVC Pipe STA 12+70	50	LF	$50.13	$2,506.50	$0.00			$0.00	0%	$2,506.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
162.	**Curb** Minus - "F" Curb	-228	LF	$28.13	($6,413.64)	$0.00			$0.00	0%	($6,413.64)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
163.	Add- Type "D" Curb	228	LF	$26.58	$6,060.24	$0.00			$0.00	0%	$6,060.24	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
164.	**Storm** - Delete 60" HP - 16+70	-21	LF	$480.83	($10,097.43)	$0.00			$0.00	0%	($10,097.43)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
165.	Add - Adjust D-47	1	LS	$590.00	$590.00	$0.00			$0.00	0%	$590.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
166.	Add - Adjust D-07	1	LS	$630.00	$630.00	$0.00			$0.00	0%	$630.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
167.	**Water** - Add - 8" C-900	55	LF	$50.94	$2,801.70	$0.00			$0.00	0%	$2,801.70	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
168.	**Reuse** - Add - 4" PVC Pipe	55	LF	$30.67	$1,686.85	$0.00			$0.00	0%	$1,686.85	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
170.	**Force Main** - Add - 6" PVC Pipe STA 16+69	55	LF	$50.13	$2,757.15	$0.00			$0.00	0%	$2,757.15	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
171.	Survey/3-D Files	1	LS	$12,994.00	$12,994.00	$0.00	$2,000.00		$2,000.00	15%	$10,994.00	$100.00	Yes	17.00%	$340.00	$17.00	83.00%	$1,660.00	$83.00
172.	As/Builts	1	LS	$7,644.00	$7,644.00	$0.00			$0.00	0%	$7,644.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
173.	Additional Well Abandonment	3	EA	$9,700.00	$29,100.00	$9,700.00	$6,500.00		$16,200.00	56%	$12,900.00	$810.00	Yes	17.00%	$2,754.00	$137.70	83.00%	$13,446.00	$672.30
174.	**Curb** Minus - "F" Curb	-131	LF	$28.13	($3,685.03)	$0.00			$0.00	0%	($3,685.03)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
175.	Add- Type "D" Curb	131	LF	$26.58	$3,481.98	$0.00			$0.00	0%	$3,481.98	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
176.	**Water** - Add - 10" PVC C-900	42	LF	$74.90	$3,145.80	$0.00			$0.00	0%	$3,145.80	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
177.	**Grading** - Super Elevate Roadway	1	LS	$11,890.00	$11,890.00	$0.00			$0.00	0%	$11,890.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
178.	Add Sod	1160	SY	$3.69	$4,280.40	$0.00			$0.00	0%	$4,280.40	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
179.	Add - Type P-8 Inlet Tops	3	EA	$3,345.00	$10,035.00	$0.00			$0.00	0%	$10,035.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
180.	Add Type "D" Curb	400	LF	$26.58	$10,632.00	$0.00			$0.00	0%	$10,632.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
181.	Survey/3D File	1	LS	$6,715.00	$6,715.00	$0.00			$0.00	0%	$6,715.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
182.	As-Builts	1	LS	$4,110.00	$4,110.00	$0.00			$0.00	0%	$4,110.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
183.	Added Markings and Signs	1	LS	$5,360.00	$5,360.00	$0.00			$0.00	0%	$5,360.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
	Change Order #3						THIS PERIOD												
184.	2" Irrigation - Sleeving	1900	LF	$13.40	$25,460.00	$6,300.00	$4,700.00		$11,000.00	43%	$14,460.00	$550.00	Yes	17.00%	$1,870.00	$93.50	83.00%	$9,130.00	$456.50
185.	Layout for Sleeving	1	LS	$1,600.00	$1,600.00	$400.00	$0.00		$400.00	25%	$1,200.00	$20.00	Yes	17.00%	$68.00	$3.40	83.00%	$332.00	$16.60
186.	As-Built and Locate Sleeving	1	LS	$3,300.00	$3,300.00	$0.00			$0.00	0%	$3,300.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
	SUBTOTAL				$14,744,957.07	$5,397,135.43	$829,126.42	$0.00	$6,226,261.85	42%	$8,518,695.22	$311,313.09			$1,021,884.56	$51,094.23		$5,204,377.29	$260,218.86
	GRAND TOTALS				$14,744,957.07	$5,397,135.43	$829,126.42	$0.00	$6,226,261.85		$8,518,695.22	$311,313.09			$1,021,884.56	$51,094.23		$5,204,377.29	$260,218.86

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 787,670.10 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 11/18/2024 to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Infrastructure to the following property:

S of Kelly Park Rd & Effie Dr.
3620 W Kelly Park Rd.
Apopka, FL 32712, Orange County (description of property)

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on November 21, 2024.

Lienor RCS Construction Company, Inc.
Address 295 E SR 50, Suite 1,
Clermont, FL 34711

By: Jody H. Bass
Print Name: Jody Bass
Its: Vice President

State of Florida
County of Lake
The foregoing instrument was acknowledged before me this 21st day of November, 20 24, by , as of said company, who has presented as identification or is personally known to me.

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

Signature of Notary Public
(Seal)

Victoria E Lauteria

Victoria E Lauteria
Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared Jody Bass, who being by me first duly sworn, deposes and says:

1. The facts and matters contained and recited in the Affidavit are based upon personal knowledge of the Affiant.
2. Affiant is the Owner of RCS Construction Company, Inc., a North Dakota Corporation company (hereinafter the "Contractor")
3. Contractor and Kelly Park VB Development, LLC (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated December 4, 2023 (hereinafter the "contract").
4. Affiant now requests partial payment under the Contract. In Consideration of Owner providing such partial payment, Contractor hereby provides this Affidavit upon which Owner intends to rely.
5. Contractor is not aware of any Claims that would require an adjustment of the Contract Time or the Contract Price except for any Change Order Requests or Change Order Proposals previously submitted in writing to Owner prior to execution of this Affidavit.
6. Contractor releases any Claims for an adjustment to the Contract Time or the Contract Price except for those previously made in writing and delivered to Owner prior to execution of this Affidavit.
7. Affiant states that all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien upon Progress Payment forms for every such potential lienors are provided herewith through 11/18/2024.
8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien Upon Progress Payment forms for every such potential lienor are provided herewith, except as provided below:

Name of Lienor Or Potential Lienor	Amount due for labor, services or materials furnished, delivered, Installed or performed
1. Atlantic Directional Drilling, Inc.	$0.00
2. Central Florida Transport, LLC	$12,899.92
3. County Materials Corporation	$19,998.40
4. Dixie Lime & Stone	$12,550.13
5. Florida Design Consultants	$3,020.25
6. Fortiline, Inc.	$43,554.02
7. Luis Concrete Services, Inc.	$12,576.43
8. Oldcastle Infrastructure	$20,427.30
9. Prime Masters, Inc.	$3,184.40
10. Rozar Electric	$34,617.00
11. Seminole Asphalt Paving, Inc.	$143,595.04
12. Volusia General Contractors & Trinity Construction Products, Inc.	$0.00

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

_____, Affiant

Sworn to and subscribed before me this 21st day of November ,2024, by Jody Bass, who (check one): [X] is personally known to me, [ ] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [ ] produced other identification, to wit: _____. Affiant did take an oath.

Victoria E. Lauteria

Print Name: Victoria E Lauteria
Notary Public, State of Florida
Commission No.: HH276625
My Commission Expires: 06/19/2026

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

JOINDER AND INDEMNIFY AGREEMENT

Contractor, joins in the execution of this Affidavit for the purpose of adopting all representations of fact contained therein. Contractor understands that this Affidavit will be relied upon by Owner for all purposes relating to the Contract. Contractor agrees to indemnify, hold harmless and defend the Owner from, against and with respect to any and all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of any claims by laborers, subcontractors or materialmen who might claim that they have not been paid for labor, services or material.

A Florida Corporation Company

By: Jody A. Bass
Name: Jody Bass
Title: Vice President

(CORPORATE SEAL)[where applicable]

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 26

(B) Name of Payee: Kimley Horn

(C) Amount Payable: $1,170.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer
Kevin M Roberson
Kimley-Horn and Associates, Inc

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 932520
Account Number:	2073089159554	ATLANTA, GA 31193-2520
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

GOLDEN GEM CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

Federal Tax Id: 56-0885615
For Services Rendered through Nov 30, 2024

Invoice Amount: $1,170.00

Invoice No: 30225404
Invoice Date: Nov 30, 2024

Project No: 147968000.3
Project Name: GOLDEN GEM CDD INTERIM
Project Manager: ROBERSON, KEVIN

Client Reference: RESOLUTION 2024-05

HOURLY NOT TO EXCEED

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
INTERIM ENGINEERING	25,000.00	14,657.50	13,487.50	1,170.00
Subtotal	**25,000.00**	**14,657.50**	**13,487.50**	**1,170.00**
Total HOURLY NOT TO EXCEED				**1,170.00**

DESCRIPTION OF SERVICES PERFORMED:

- COORDINATE CHANGE ORDER AND PLAT ITEMS NEEDED FOR CDD BOARD AGENDA
- ATTEND NOV BOARD MEETING
- FOLLOW UP CALL ON DUKE ENERGY INVOICES
- REVIEW AND APPROVE REQUISITIONS 20, 21 AND 22 AND 23

Total Invoice: $1,170.00

If you have any questions, please contact Zach.Reuther at 561-234-4519 or Zach.Reuther@kimley-horn.com.

31ZSR

Kimley»Horn

Labor and Expense Detail

GOLDEN GEM CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

Invoice No: 30225404
Invoice Date: Nov 30, 2024

Project No: 147968000.3
Project Name: GOLDEN GEM CDD INTERIM
Project Manager: ROBERSON, KEVIN

HOURLY NOT TO EXCEED

Task	Description	Hrs/Qty	Rate	Current Amount Due
01INTERIM ENGINEERING	SENIOR PROFESSIONAL II	3.0	390.00	1,170.00
TOTAL 01INTERIM ENGINEERING		**3.0**		**1,170.00**
TOTAL LABOR AND EXPENSE DETAIL				**1,170.00**

This page is for informational purposes only. Please pay amount shown on cover page.

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 27

(B) Name of Payee: RCS Construction Co. Inc.

(C) Amount Payable: $32,783.42

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Kevin M Roberson
Kimley-Horn and Associates, Inc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Golden Gem Community Development District
660 Beachland Blvd.
Vero Beach, FL 32963

PROJECT: Wyld Oaks - Mass Grading

APPLICATION NO: 11

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO: 11/20/24

FROM CONTRACTOR:
RCS CONSTUCTION CO. INC.
295 E. HWY 50 SUITE 1
CLERMONT, FL 34711

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 6,520,028.07
2. Net change by Change Orders		$ 397,126.22
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 6,917,154.29
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 6,082,977.70
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$304,148.89	
b. 5 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 304,148.89
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 5,778,828.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,450,008.12
8. CURRENT PAYMENT DUE		$ 328,820.70 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,138,325.48

Total Completed and Stored To Date That is Eligible For CDD Payment	1,770,029.54
Total Retainage At 5%	88,501.48
Total Earned Which Is Eligible For CDD Payment, Less Retainage	1,681,528.06
Less Amount Previously Paid By CDD	1,648,744.64
Current Payment Due By CDD	32,783.42
Total Completed and Stored To Date - Eligible For KPVBD Payment	4,312,948.16
Total Retainage At 5%	215,647.41
Total Earned Which Is Eligible For KPVBD Payment, Less Retainage	4,097,300.76
Less Amount Previously Paid By KPVBD	3,801,263.48
Current Payment Due By KPVBD	296,037.28

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$69,787.00	$0.00
Total approved this Month	$327,339.22	$0.00
TOTALS	$397,126.22	$0.00
NET CHANGES by Change Order	$397,126.22	

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

CONTRACTOR: RCS CONSTRUCTION CO., INC.

By: _____ Date: 11/20/24

State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 16th day of September, 2024
Notary Public: Breanna Rozar
My Commission expires: 10/31/25 12/10/24

BREANNA ROZAR
Notary Public
State of Florida
Comm# HH192726
Expires 10/31/2025

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 328,820.70

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

ENGINEER: Kevin Roberson, Kimley-Horn and Assoc.

By: _____ Date: 12-19-24

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

**** Contractor agrees that Owner will pay with what funding is available which may not equal the Current Payment Due. Any unpaid balance will remain on account for Owner to pay with future funds.*

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Mass Site Application #11

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

AMOUNT CERTIFIED..... **$328,820.70**
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DEVELOPER'S REPRESENTATIVE:

By: _____ Date: 12//31/24
Name: Timothy R. Dennard
Title:` President

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 11
APPLICATION DATE: 11/20/2024
PERIOD TO: 11/20/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O
						WORK COMPLETED							CDD Eligible				KPVBD Eligibity	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE Calculated at 5%	% Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By KPVBD	Total Completed And Stored To Date Eligible For Payment By KPVBD	Total KPVBD Retainage @ 5%
		Quantity	Unit	Price	Total													
	General Conditions, Mobilization, Survey																	
1.	MOBILIZATION	1	LS	$250,000.00	$250,000.00	$250,000.00	$0.00		$250,000.00	100%	$0.00	$12,500.00	9.97%	$24,925.00	$1,246.25	90.03%	$225,075.00	$11,253.75
2.	ATTORNEY FEE	1	LS	$95,000.00	$95,000.00	$95,000.00	$0.00		$95,000.00	100%	$0.00	$4,750.00	9.97%	$9,471.50	$473.58	90.03%	$85,528.50	$4,276.43
3.	GENERAL CONDITIONS	1	LS	$21,457.44	$21,457.44	$21,457.44	$0.00		$21,457.44	100%	$0.00	$1,072.87	9.97%	$2,139.31	$106.97	90.03%	$19,318.13	$965.91
4.	PERFORMANCE BOND	1	LS	$80,494.50	$80,494.50	$80,494.50			$80,494.50	100%	$0.00	$4,024.73	9.97%	$8,025.30	$401.27	90.03%	$72,469.20	$3,623.46
5.	LAYOUT/ASBUILTS	1	LS	$48,391.25	$48,391.25	$44,100.00	$0.00		$44,100.00	91%	$4,291.25	$2,205.00	9.97%	$4,396.77	$219.84	90.03%	$39,703.23	$1,985.16
6.	SWWWP	1	LS	$10,003.75	$10,003.75	$10,003.75	$0.00		$10,003.75	100%	$0.00	$500.19	9.97%	$997.37	$49.87	90.03%	$9,006.38	$450.32
7.	SILT FENCE	1	LS	$38,618.08	$38,618.08	$38,618.08			$38,618.08	100%	$0.00	$1,930.90	9.97%	$3,850.22	$192.51	90.03%	$34,767.86	$1,738.39
8.	TREE PROTECTION	1	LS	$19,718.90	$19,718.90	$19,718.90	$0.00		$19,718.90	100%	$0.00	$985.95	9.97%	$1,965.97	$98.30	90.03%	$17,752.93	$887.65
9.	CONSTRUCTION ENTRY	2	EA	$12,461.65	$24,923.30	$24,923.30	$0.00		$24,923.30	100%	$0.00	$1,246.17	9.97%	$2,484.85	$124.24	90.03%	$22,438.45	$1,121.92
10.	CLEAR SITE/WYLD OAKS	1	LS	$52,000.00	$52,000.00	$52,000.00	$0.00		$52,000.00	100%	$0.00	$2,600.00	9.97%	$5,184.40	$259.22	90.03%	$46,815.60	$2,340.78
11.	DEMO STRUCTURES -WYLD OAKS	1	LS	$34,500.00	$34,500.00	$34,500.00	$0.00		$34,500.00	100%	$0.00	$1,725.00	9.97%	$3,439.65	$171.98	90.03%	$31,060.35	$1,553.02
12.	DEMO PAVEMENT	3658	SY	$5.92	$21,655.36	$18,800.00	$0.00		$18,800.00	87%	$2,855.36	$940.00	9.97%	$1,874.36	$93.72	90.03%	$16,925.64	$846.28
13.	DEMO CONCRETE	960	SY	$9.56	$9,177.60	$9,177.60	$0.00		$9,177.60	100%	$0.00	$458.88	9.97%	$915.01	$45.75	90.03%	$8,262.59	$413.13
14.	MASS GRADE	1273657	CY	$2.42	$3,082,249.94	$2,999,308.00	$32,000.00		$3,031,308.00	98%	$50,941.94	$151,565.40	9.97%	$302,221.41	$15,111.07	90.03%	$2,729,086.59	$136,454.33
15.	DEMO GOLDEN GEM PROPERTY	1	LS	$55,333.23	$55,333.23	$55,333.23	$0.00		$55,333.23	100%	$0.00	$2,766.66	9.97%	$5,516.72	$275.84	90.03%	$49,816.51	$2,490.83
16.	DOUBLE SILT FENCE FOR STOCK PILE AREA	3800	LF	$4.35	$16,530.00	$0.00			$0.00	0%	$16,530.00	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
17.	HYDRO SEED STOCK PILE AREA	57000	SY	$1.00	$57,000.00	$0.00			$0.00	0%	$57,000.00	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
18.	OVER EXCAVATE SOILS AREAS 5' IN DEPTH	47682	CY	$5.52	$263,204.64	$263,204.64	$0.00		$263,204.64	100%	$0.00	$13,160.23	9.97%	$26,241.50	$1,312.08	90.03%	$236,963.14	$11,848.16
19.	GRADE SITE	1	LS	$42,707.00	$42,707.00	$37,800.00	$0.00		$37,800.00	89%	$4,907.00	$1,890.00	9.97%	$3,768.66	$188.43	90.03%	$34,031.34	$1,701.57
20	EROSION BLANKET	1	LS	$25,851.20	$25,851.20	$0.00	$25,851.20		$25,851.20	100%	$0.00	$1,292.56	9.97%	$2,577.36	$128.87	90.03%	$23,273.84	$1,163.69
21.	WELL ABONDONMENT - WYLD/GOLDEN GEM	4	EA	$9,700.00	$38,800.00	$34,500.00	$4,300.00		$38,800.00	100%	$0.00	$1,940.00	9.97%	$3,868.36	$193.42	90.03%	$34,931.64	$1,746.58
22.	CLEAR SITE/GOLDEN GEM	1	LS	$51,000.00	$51,000.00	$51,000.00	$0.00		$51,000.00	100%	$0.00	$2,550.00	9.97%	$5,084.70	$254.24	90.03%	$45,915.30	$2,295.77
23.	SOD PONDS	67270	SY	$4.81	$323,568.70	$0.00			$0.00	0%	$323,568.70	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
24.	POND LINER 30 MILL	20645	SF	$3.57	$73,702.65	$0.00	$73,702.65		$73,702.65	100%	$0.00	$3,685.13	9.97%	$7,348.15	$367.41	90.03%	$66,354.50	$3,317.72
25.	HYDRO SEED BOTTOM OF PONDS	72900	SY	$1.00	$72,900.00	$0.00			$0.00	0%	$72,900.00	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
26.	DEWATERING	1	LS	$30,000.00	$30,000.00	$30,000.00	$0.00		$30,000.00	100%	$0.00	$1,500.00	9.97%	$2,991.00	$149.55	90.03%	$27,009.00	$1,350.45
27.	SEED/MULCH	1	LS	$354,813.60	$354,813.60	$74,000.00	$48,900.00		$122,900.00	35%	$231,913.60	$6,145.00	9.97%	$12,253.13	$612.66	90.03%	$110,646.87	$5,532.34
28.	60" HDPE	1414	LF	$274.81	$388,581.34	$388,581.34	$0.00	$0.00	$388,581.34	100%	$0.00	$19,429.07	100%	$388,581.34	$19,429.07	0.00%	$0.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 11
APPLICATION DATE: 11/20/2024
PERIOD TO: 11/20/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L			
						WORK COMPLETED							CDD Eligibility			KPVBD Eligibility		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE Calculated at 5%	% Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By KPVBD	Total Completed And Stored To Date Eligible For Payment By KPVBD	Total KPVBD Retainage @ 5%
		Quantity	Unit	Price	Total													
29.	CONTROL STRUCTURE	1	LS	$7,331.82	$7,331.82	$7,331.82	$0.00	$0.00	$7,331.82	100%	$0.00	$366.59	100%	$7,331.82	$366.59	0.00%	$0.00	$0.00
30.	MANHOLE	8	EA	$8,144.54	$65,156.32	$65,156.32	$0.00	$0.00	$65,156.32	100%	$0.00	$3,257.82	100%	$65,156.32	$3,257.82	0.00%	$0.00	$0.00
31.	BUBBLE UP	3	EA	$6,067.44	$18,202.32	$18,202.32	$0.00		$18,202.32	100%	$0.00	$910.12	100%	$18,202.32	$910.12	0.00%	$0.00	$0.00
32.	BOX CULVERT	617	LF	$1,317.89	$813,138.13	$813,138.13	$0.00	$0.00	$813,138.13	100%	$0.00	$40,656.91	100%	$813,138.13	$40,656.91	0.00%	$0.00	$0.00
33.	TV LINES	1	LS	$34,017.00	$34,017.00	$0.00			$0.00	0%	$34,017.00	$0.00	100%	$0.00	$0.00	0.00%	$0.00	$0.00
	Change Orders																	
1.	CO#1 Builder Risk Insurance	1	LS	$ 69,787.00	$69,787.00	$69,787.00	$0.00		$69,787.00	100%	$0.00	$3,489.35	9.97%	$6,957.76	$347.89	90.03%	$62,829.24	$3,141.46
	CO#2 Revision 8 & 9																	
1.	Added Pond Liner to Sheets C-309 and C-310	38760	SF	$3.57	$138,373.20	$0.00	$138,373.20		$138,373.20	100%	$0.00	$6,918.66	9.97%	$13,795.81	$689.79	90.03%	$124,577.39	$6,228.87
2.	Madison Mass Grading Adjusted - Sheets [C-304, 305, 306]	14634	CY	$2.42	$35,414.28	$35,414.28	$0.00		$35,414.28	100%	$0.00	$1,770.71	9.97%	$3,530.80	$176.54	90.03%	$31,883.48	$1,594.17
3.	Madison New Layout and As-Built	1	LS	$4,100.00	$4,100.00	$4,100.00	$0.00		$4,100.00	100%	$0.00	$205.00	9.97%	$408.77	$20.44	90.03%	$3,691.23	$184.56
4.	Mass Grading North/West Sheet C-301 Adjustments	58947	CY	$2.42	$142,651.74	$89,000.00	$23,000.00		$112,000.00	79%	$30,651.74	$5,600.00	9.97%	$11,166.40	$558.32	90.03%	$100,833.60	$5,041.68
5.	New Layout and As-Builts for C-301	1	LS	$6,800.00	$6,800.00	$2,200.00	$0.00		$2,200.00	32%	$4,600.00	$110.00	9.97%	$219.34	$10.97	90.03%	$1,980.66	$99.03
	SUBTOTAL				$6,917,154.29	$5,736,850.65	$346,127.05	$0.00	$6,082,977.70	88%	$834,176.59	$304,148.89		$1,770,029.54	$88,501.48		$4,312,948.16	$215,647.41
	GRAND TOTALS				$6,917,154.29	$5,736,850.65	$346,127.05	$0.00	$6,082,977.70		$834,176.59	$304,148.89		$1,770,029.54	$88,501.48		$4,312,948.16	$215,647.41

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 328,820.70 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 11/20/2024 to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Mass Grading Improvements to the following property:

S of Kelly Park Rd & Effie Dr.
3620 W Kelly Park Rd.
Apopka, FL 32712, Orange County (description of property)

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on December 20, 2024.

Lienor RCS Construction Company, Inc.
Address 295 E SR 50, Suite 1,
Clermont, FL 34711

By: Jody Bass
Print Name: Jody Bass
Its: Vice President

State of Florida
County of Lake
The foregoing instrument was acknowledged before me this 20th day of December, 20 24, by , as of said company, who has presented as identification or is personally known to me.

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

Signature of Notary Public
(Seal) Victoria E. Lauteria

Victoria E Lauteria
Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared Jody Bass, who being by me first duly sworn, deposes and says:

1. The facts and matters contained and recited in the Affidavit are based upon personal knowledge of the Affiant.
2. Affiant is the Owner of RCS Construction Company, Inc., a North Dakota Corporation company (hereinafter the "Contractor")
3. Contractor and Kelly Park VB Development, LLC (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated December 4, 2023 (hereinafter the "contract").
4. Affiant now requests partial payment under the Contract. In Consideration of Owner providing such partial payment, Contractor hereby provides this Affidavit upon which Owner intends to rely.
5. Contractor is not aware of any Claims that would require an adjustment of the Contract Time or the Contract Price except for any Change Order Requests or Change Order Proposals previously submitted in writing to Owner prior to execution of this Affidavit.
6. Contractor releases any Claims for an adjustment to the Contract Time or the Contract Price except for those previously made in writing and delivered to Owner prior to execution of this Affidavit.
7. Affiant states that all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien upon Progress Payment forms for every such potential lienors are provided herewith through 11/20/2024.
8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien Upon Progress Payment forms for every such potential lienor are provided herewith, except as provided below:

Name of Lienor Or Potential Lienor	Amount due for labor, services or materials furnished, delivered, Installed or performed
1. Acme Barricades	$851.83
2. City Electric Supply Co.	$4,649.98
3. Erosion Control Systems of Florida	$83,138.68
4. Florida Design Consultants	$4,090.00
5. Fortiline Inc	$0.00
6. Koncept Carma, Inc.	$605.00
7. Krane Development, Inc. dba ADS Services, Inc.	$0.00
8. Mid Florida Materials Co.	$0.00
9. Mobil Modular	$2,346.63
10. Newsome Land Clearing, LLC	$12,750.00
11. Oldcastle Infrastructure	$0.00
12. Quality Petroleum Corporation	$20,126.70
13. Sunbelt Rentals, Inc.	$0.00
14. Street Smart Rentals LLC	$1,389.93

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

Jody H. Bass, Affiant

Sworn to and subscribed before me this 20th day of December, 2024, by Jody Bass, who (check one): [X] is personally known to me, [ ] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [ ] produced other identification, to wit: _____.
Affiant did take an oath.

Victoria E. Lauteria

Print Name: Victoria E Lauteria
Notary Public, State of Florida
Commission No.: HH276625
My Commission Expires: 06/19/2026

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

JOINDER AND INDEMNIFY AGREEMENT

Contractor, joins in the execution of this Affidavit for the purpose of adopting all representations of fact contained therein. Contractor understands that this Affidavit will be relied upon by Owner for all purposes relating to the Contract. Contractor agrees to indemnify, hold harmless and defend the Owner from, against and with respect to any and all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of any claims by laborers, subcontractors or materialmen who might claim that they have not been paid for labor, services or material.

A Florida Corporation Company

By: Jody H. Bass
Name: Jody Bass
Title: Vice President

(CORPORATE SEAL)[where applicable]

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 28

(B) Name of Payee: Kutak Rock LLP

(C) Amount Payable: $126.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Kevin M Roberson
Kimley-Horn and Associates, Inc

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3501839
Client Matter No. 47123-4
Notification Email: eftgroup@kutakrock.com

December 30, 2024

Mr. George Flint
Golden Gem CDD
c/o Governmental Management Services
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3501839
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

11/13/24	A. Willson	0.40	126.00	Confer with Flint, Edwards, and Roberson regarding scope of project and eligibility of items for reimbursement; review items regarding same

TOTAL HOURS 0.40

TOTAL FOR SERVICES RENDERED $126.00

TOTAL CURRENT AMOUNT DUE $126.00

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 29

(B) Name of Payee: RCS Construction Co. Inc.

(C) Amount Payable: $5,754.10

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Kevin M Roberson
Kimley-Horn and Associates, Inc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Golden Gem Community Development District
660 Beachland Blvd.
Vero Beach, FL 32963

PROJECT: Wyld Oaks - Mass Grading

APPLICATION NO: 12

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO: 12/20/24

FROM CONTRACTOR:
RCS CONSTUCTION CO. INC.
295 E. HWY 50 SUITE 1
CLERMONT, FL 34711

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 6,520,028.07
2. Net change by Change Orders		$ 397,126.22
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 6,917,154.29
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 6,143,739.44
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$307,186.47	
b. 5 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 307,186.47
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 5,836,552.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,778,828.82
8. CURRENT PAYMENT DUE		$ 57,714.15 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,080,611.32

Total Completed and Stored To Date That is Eligible For CDD Payment	1,776,086.49
Total Retainage At 5%	88,804.32
Total Earned Which Is Eligible For CDD Payment, Less Retainage	1,687,282.16
Less Amount Previously Paid By CDD	1,681,528.06
Current Payment Due By CDD	5,754.10

Total Completed and Stored To Date - Eligible For KPVBD Payment	4,367,642.95
Total Retainage At 5%	218,382.15
Total Earned Which Is Eligible For KPVBD Payment, Less Retainage	4,149,260.81
Less Amount Previously Paid By KPVBD	4,097,300.76
Current Payment Due By KPVBD	51,960.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$397,126.22	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$397,126.22	$0.00
NET CHANGES by Change Order	$397,126.22	

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

CONTRACTOR: RCS CONSTRUCTION CO., INC.

By: _____ Date: _____

State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 10th day of September, 2024
Notary Public: Victoria E. Lauteria
My Commission expires: 6/19/26

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 57,714.15

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

ENGINEER: Kevin Roberson, Kimley-Horn and Assoc.

By: _____ Date: 1-20-25

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

**** Contractor agrees that Owner will pay with what funding is available which may not equal the Current Payment Due. Any unpaid balance will remain on account for Owner to pay with future funds.*

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Mass Site Application #12 12/20/24

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

AMOUNT CERTIFIED..... **$57,714.15**
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DEVELOPER'S REPRESENTATIVE:

By: _____ Date: 1/20/25
Name: Timothy R. Dennard
Title:` President

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 12
APPLICATION DATE: 12/20/2024
PERIOD TO: 12/20/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O
						WORK COMPLETED							CDD Eligibility			KPVHD Eligibility		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE Calculated at 5%	% Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By KPVHD	Total Completed And Stored To Date Eligible For Payment By KPVHD	Total KPVHD Retainage @ 5%
		Quantity	Unit	Price	Total													
	General Conditions, Mobilization, Survey																	
1.	MOBILIZATION	1	LS	$250,000.00	$250,000.00	$250,000.00	$0.00		$250,000.00	100%	$0.00	$12,500.00	9.97%	$24,925.00	$1,246.25	90.03%	$225,075.00	$11,253.75
2.	ATTORNEY FEE	1	LS	$95,000.00	$95,000.00	$95,000.00	$0.00		$95,000.00	100%	$0.00	$4,750.00	9.97%	$9,471.50	$473.58	90.03%	$85,528.50	$4,276.43
3.	GENERAL CONDITIONS	1	LS	$21,457.44	$21,457.44	$21,457.44	$0.00		$21,457.44	100%	$0.00	$1,072.87	9.97%	$2,139.31	$106.97	90.03%	$19,318.13	$965.91
4.	PERFORMANCE BOND	1	LS	$80,494.50	$80,494.50	$80,494.50			$80,494.50	100%	$0.00	$4,024.73	9.97%	$8,025.30	$401.27	90.03%	$72,469.20	$3,623.46
5.	LAYOUT/ASBUILTS	1	LS	$48,391.25	$48,391.25	$44,100.00	$0.00		$44,100.00	91%	$4,291.25	$2,205.00	9.97%	$4,396.77	$219.84	90.03%	$39,703.23	$1,985.16
6.	SWWWP	1	LS	$10,003.75	$10,003.75	$10,003.75	$0.00		$10,003.75	100%	$0.00	$500.19	9.97%	$997.37	$49.87	90.03%	$9,006.38	$450.32
7.	SILT FENCE	1	LS	$38,618.08	$38,618.08	$38,618.08			$38,618.08	100%	$0.00	$1,930.90	9.97%	$3,850.22	$192.51	90.03%	$34,767.86	$1,738.39
8.	TREE PROTECTION	1	LS	$19,718.90	$19,718.90	$19,718.90	$0.00		$19,718.90	100%	$0.00	$985.95	9.97%	$1,965.97	$98.30	90.03%	$17,752.93	$887.65
9.	CONSTRUCTION ENTRY	2	EA	$12,461.65	$24,923.30	$24,923.30	$0.00		$24,923.30	100%	$0.00	$1,246.17	9.97%	$2,484.83	$124.24	90.03%	$22,438.45	$1,121.92
10.	CLEAR SITE/WYLD OAKS	1	LS	$52,000.00	$52,000.00	$52,000.00	$0.00		$52,000.00	100%	$0.00	$2,600.00	9.97%	$5,184.40	$259.22	90.03%	$46,815.60	$2,340.78
11.	DEMO STRUCTURES -WYLD OAKS	1	LS	$34,500.00	$34,500.00	$34,500.00	$0.00		$34,500.00	100%	$0.00	$1,725.00	9.97%	$3,439.65	$171.98	90.03%	$31,060.35	$1,553.02
12.	DEMO PAVEMENT	3658	SY	$5.92	$21,655.36	$18,800.00	$0.00		$18,800.00	87%	$2,855.36	$940.00	9.97%	$1,874.36	$93.72	90.03%	$16,925.64	$846.28
13.	DEMO CONCRETE	960	SY	$9.56	$9,177.60	$9,177.60	$0.00		$9,177.60	100%	$0.00	$458.88	9.97%	$915.01	$45.75	90.03%	$8,262.59	$413.13
14.	MASS GRADE	1273657	CY	$2.42	$3,082,249.94	$3,031,308.00	$22,500.00		$3,053,808.00	99%	$28,441.94	$152,690.40	9.97%	$304,464.66	$15,223.23	90.03%	$2,749,343.34	$137,467.17
15.	DEMO GOLDEN GEM PROPERTY	1	LS	$55,333.23	$55,333.23	$55,333.23	$0.00		$55,333.23	100%	$0.00	$2,766.66	9.97%	$5,516.72	$275.84	90.03%	$49,816.51	$2,490.83
16.	DOUBLE SILT FENCE FOR STOCK PILE AREA	3800	LF	$4.35	$16,530.00	$0.00			$0.00	0%	$16,530.00	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
17.	HYDRO SEED STOCK PILE AREA	57000	SY	$1.00	$57,000.00	$0.00			$0.00	0%	$57,000.00	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
18.	OVER EXCAVATE SOILS AREAS 5' IN DEPTH	47682	CY	$5.52	$263,204.64	$263,204.64	$0.00		$263,204.64	100%	$0.00	$13,160.23	9.97%	$26,241.50	$1,312.08	90.03%	$236,963.14	$11,848.16
19.	GRADE SITE	1	LS	$42,707.00	$42,707.00	$37,800.00	$3,000.00		$40,800.00	96%	$1,907.00	$2,040.00	9.97%	$4,067.76	$203.39	90.03%	$36,732.24	$1,836.61
20	EROSION BLANKET	1	LS	$25,851.20	$25,851.20	$25,851.20	$0.00		$25,851.20	100%	$0.00	$1,292.56	9.97%	$2,577.36	$128.87	90.03%	$23,273.84	$1,163.69
21.	WELL ABONDONMENT - WYLD/GOLDEN GEM	4	EA	$9,700.00	$38,800.00	$38,800.00	$0.00		$38,800.00	100%	$0.00	$1,940.00	9.97%	$3,868.36	$193.42	90.03%	$34,931.64	$1,746.58
22.	CLEAR SITE/GOLDEN GEM	1	LS	$51,000.00	$51,000.00	$51,000.00	$0.00		$51,000.00	100%	$0.00	$2,550.00	9.97%	$5,084.70	$254.24	90.03%	$45,915.30	$2,295.77
23.	SOD PONDS	67270	SY	$4.81	$323,568.70	$0.00			$0.00	0%	$323,568.70	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
24.	POND LINER 30 MILL	20645	SF	$3.57	$73,702.65	$73,702.65	$0.00		$73,702.65	100%	$0.00	$3,685.13	9.97%	$7,348.15	$367.41	90.03%	$66,354.50	$3,317.72
25.	HYDRO SEED BOTTOM OF PONDS	72900	SY	$1.00	$72,900.00	$0.00			$0.00	0%	$72,900.00	$0.00	9.97%	$0.00	$0.00	90.03%	$0.00	$0.00
26.	DEWATERING	1	LS	$30,000.00	$30,000.00	$30,000.00	$0.00		$30,000.00	100%	$0.00	$1,500.00	9.97%	$2,991.00	$149.55	90.03%	$27,009.00	$1,350.45
27.	SEED/MULCH	1	LS	$354,813.60	$354,813.60	$122,900.00	$0.00		$122,900.00	35%	$231,913.60	$6,145.00	9.97%	$12,253.13	$612.66	90.03%	$110,646.87	$5,532.34
28.	60" HDPE	1414	LF	$274.81	$388,581.34	$388,581.34	$0.00	$0.00	$388,581.34	100%	$0.00	$19,429.07	100%	$388,581.34	$19,429.07	0.00%	$0.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached

APPLICATION NO: 12
APPLICATION DATE: 12/20/2024
PERIOD TO: 12/20/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE Calculated at 5%	CDD Eligible: % Eligible For Payment By CDD	CDD Eligible: Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By KPVBD	KPVBD Eligible: Total Completed And Stored To Date Eligible For Payment By KPVBD	Total KPVBD Retainage @ 5%
		Quantity	Unit	Price	Total													
29.	CONTROL STRUCTURE	1	LS	$7,331.82	$7,331.82	$7,331.82	$0.00	$0.00	$7,331.82	100%	$0.00	$366.59	100%	$7,331.82	$366.59	0.00%	$0.00	$0.00
30.	MANHOLE	8	EA	$8,144.54	$65,156.32	$65,156.32	$0.00	$0.00	$65,156.32	100%	$0.00	$3,257.82	100%	$65,156.32	$3,257.82	0.00%	$0.00	$0.00
31.	BUBBLE UP	3	EA	$6,067.44	$18,202.32	$18,202.32	$0.00		$18,202.32	100%	$0.00	$910.12	100%	$18,202.32	$910.12	0.00%	$0.00	$0.00
32.	BOX CULVERT	617	LF	$1,317.89	$813,138.13	$813,138.13	$0.00	$0.00	$813,138.13	100%	$0.00	$40,656.91	100%	$813,138.13	$40,656.91	0.00%	$0.00	$0.00
33.	TV LINES	1	LS	$34,017.00	$34,017.00	$0.00			$0.00	0%	$34,017.00	$0.00	100%	$0.00	$0.00	0.00%	$0.00	$0.00
	Change Orders																	
1.	CO#1 Builder Risk Insurance	1	LS	$ 69,787.00	$69,787.00	$69,787.00	$0.00		$69,787.00	100%	$0.00	$3,489.35	9.97%	$6,957.76	$347.89	90.03%	$62,829.24	$3,141.46
	CO#2 Revision 8 & 9																	
1.	Added Pond Liner to Sheets C-309 and C-310	38760	SF	$3.57	$138,373.20	$138,373.20	$0.00		$138,373.20	100%	$0.00	$6,918.66	9.97%	$13,795.81	$689.79	90.03%	$124,577.39	$6,228.87
2.	Madison Mass Grading Adjusted - Sheets (C-304, 305, 306)	14634	CY	$2.42	$35,414.28	$35,414.28	$0.00		$35,414.28	100%	$0.00	$1,770.71	9.97%	$3,530.80	$176.54	90.03%	$31,883.48	$1,594.17
3.	Madison New Layout and As-Built	1	LS	$4,100.00	$4,100.00	$4,100.00	$0.00		$4,100.00	100%	$0.00	$205.00	9.97%	$408.77	$20.44	90.03%	$3,691.23	$184.56
4.	Mass Grading North/West Sheet C-301 Adjustments	58947	CY	$2.42	$142,651.74	$112,000.00	$30,651.74		$142,651.74	100%	$0.00	$7,132.59	9.97%	$14,222.38	$711.12	90.03%	$128,429.36	$6,421.47
5.	New Layout and As-Builts for C-301	1	LS	$6,800.00	$6,800.00	$2,200.00	$4,600.00		$6,800.00	100%	$0.00	$340.00	9.97%	$677.96	$33.90	90.03%	$6,122.04	$306.10
	SUBTOTAL				$6,917,154.29	$6,082,977.70	$60,751.74	$0.00	$6,143,729.44	89%	$773,424.85	$307,186.47		$1,776,086.49	$88,804.32		$4,367,642.95	$218,382.15
	GRAND TOTALS				$6,917,154.29	$6,082,977.70	$60,751.74	$0.00	$6,143,729.44		$773,424.85	$307,186.47		$1,776,086.49	$88,804.32		$4,367,642.95	$218,382.15

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 57,714.15 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 12/20/2024 to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Mass Grading Improvements to the following property:

S of Kelly Park Rd & Effie Dr.
3620 W Kelly Park Rd.
Apopka, FL 32712, Orange County (description of property)

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on January 10, 2025.

Lienor RCS Construction Company, Inc.
Address 295 E SR 50, Suite 1,
Clermont, FL 34711

By:
Print Name: Jody Bass
Its: Vice President

State of Florida
County of Lake
The foregoing instrument was acknowledged before me this 10th day of January, 20 25, by , as of said company, who has presented as identification or is personally known to me.

Signature of Notary Public
(Seal)

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

Victoria E Lauteria
Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared Jody Bass, who being by me first duly sworn, deposes and says:

1. The facts and matters contained and recited in the Affidavit are based upon personal knowledge of the Affiant.
2. Affiant is the Owner of RCS Construction Company, Inc., a North Dakota Corporation company (hereinafter the "Contractor")
3. Contractor and Kelly Park VB Development, LLC (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated December 4, 2023 (hereinafter the "contract").
4. Affiant now requests partial payment under the Contract. In Consideration of Owner providing such partial payment, Contractor hereby provides this Affidavit upon which Owner intends to rely.
5. Contractor is not aware of any Claims that would require an adjustment of the Contract Time or the Contract Price except for any Change Order Requests or Change Order Proposals previously submitted in writing to Owner prior to execution of this Affidavit.
6. Contractor releases any Claims for an adjustment to the Contract Time or the Contract Price except for those previously made in writing and delivered to Owner prior to execution of this Affidavit.
7. Affiant states that all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien upon Progress Payment forms for every such potential lienors are provided herewith through 12/20/2024.
8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien Upon Progress Payment forms for every such potential lienor are provided herewith, except as provided below:

Name of Lienor Or Potential Lienor	Amount due for labor, services or materials furnished, delivered, Installed or performed
1. Florida Design Consultants	$5,194.00
2. Koncept Carma, Inc.	$605.00
3. Krane Development, Inc. dba ADS Services, Inc.	$0.00
4. Mid Florida Materials Co.	$0.00
5. Quality Petroleum Corporation	$2,531.96
6. Sunbelt Rentals, Inc.	$0.00
7. Trench Plate Rental Co.	$115.02

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

_____, Affiant

Sworn to and subscribed before me this 10th day of January, 2025, by Jody Bass, who (check one): [X] is personally known to me, [ ] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [ ] produced other identification, to wit: _____.
Affiant did take an oath.

Print Name: Victoria E Lauteria
Notary Public, State of Florida
Commission No.: HH276625
My Commission Expires: 06/19/2026

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

JOINDER AND INDEMNIFY AGREEMENT

Contractor, joins in the execution of this Affidavit for the purpose of adopting all representations of fact contained therein. Contractor understands that this Affidavit will be relied upon by Owner for all purposes relating to the Contract. Contractor agrees to indemnify, hold harmless and defend the Owner from, against and with respect to any and all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of any claims by laborers, subcontractors or materialmen who might claim that they have not been paid for labor, services or material.

A Florida Corporation Company

By: _____

Name: Jody Bass

Title: Vice President

(CORPORATE SEAL)[where applicable]

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 30

(B) Name of Payee: RCS Construction Co. Inc.

(C) Amount Payable: $694,257.28

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Kevin M Roberson
Kimley-Horn and Associates, Inc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Golden Gem Community Development District

Vero Beach, FL 32963

PROJECT: Infrastructure - Wyld Oaks

APPLICATION NO: 7

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO: 12/20/24

FROM CONTRACTOR:
RCS CONSTUCTION CO. INC.
295 E. HWY 50 SUITE 1
CLERMONT, FL 34711

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 14,205,206.49
2. Net change by Change Orders		$ 540,020.58
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 14,745,227.07
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 7,106,740.34
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$352,997.02	
b. 5 % of Stored Material (Column F on G703)	$2,340.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 355,337.02
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 6,751,403.32
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,914,948.76
8. CURRENT PAYMENT DUE		$ 836,454.56 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 7,993,823.75

Total Completed and Stored To Date Allocated To Cadence	$1,171,565.90
Total Retainage At 5%	$58,578.30
Total Allocated To Cadence, Less Retainage	$1,112,987.61
Less Previous Balances Due By Cadence	$970,790.33
Current Payment Due By Cadence	$142,197.28
Total Completed and Stored To Date Allocated To CDD	$5,935,174.44
Total Retainage At 5%	$296,758.72
Total Allocated To CDD, Less Retainage	$5,638,415.71
Less Previous Balances Due By CDD	$4,944,158.43
Current Payment Due By CDD	$694,257.28

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$540,020.58	
Total approved this Month	$0.00	
TOTALS	$540,020.58	$0.00
NET CHANGES by Change Order	$540,020.58	

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

CONTRACTOR: RCS CONSTRUCTION CO., INC.

By: _____ Date: 11/19/2024

State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 19th day of December, 2024
Notary Public: Victoria E. Lauteria
My Commission expires: 6/19/26

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276615
Expires 6/19/2026

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 836,454.56

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

ENGINEER: Kevin Roberson, Kimley-Horn and Assoc.

By: _____ Date: 1-20-25

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

**** Contractor agrees that Owner will pay with what funding is available which may not equal the Current Payment Due. Any unpaid balance will remain on account for Owner to pay with future funds.*

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Infrastructure Application #7 12/20/24

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

AMOUNT CERTIFIED.....$836,454.56
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DEVELOPER'S REPRESENTATIVE:

By: _____ Date: 1/20/25
Name: Timothy R. Dennard
Title:` President

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 7
APPLICATION DATE: 12/20/2024
PERIOD TO: 12/20/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%
		Quantity	Unit	Price	Total														
	General Conditions, Mobilization, Survey																		
1.	MOBILIZATION	1	LS	$13,750.00	$13,750.00	$13,750.00	$0.00		$13,750.00	100%	$0.00	$687.50	Yes	17.00%	$2,337.50	$116.88	83.00%	$11,412.50	$570.63
2.	GENERAL CONDITIONS	1	LS	$221,250.00	$221,250.00	$142,500.00	$28,500.00		$171,000.00	77%	$50,250.00	$8,550.00	Yes	17.00%	$29,070.00	$1,453.50	83.00%	$141,930.00	$7,096.50
3.	PERFORMANCE BOND	1	LS	$103,750.00	$103,750.00	$103,750.00			$103,750.00	100%	$0.00	$5,187.50	Yes	17.00%	$17,637.50	$881.88	83.00%	$86,112.50	$4,305.63
4.	LAYOUT/ASBUILTS	1	LS	$96,518.75	$96,518.75	$54,420.00	$13,500.00		$69,920.00	72%	$26,598.75	$3,496.00	Yes	17.00%	$11,886.40	$594.32	83.00%	$58,033.60	$2,901.68
5.	SWWWP	1	LS	$28,750.00	$28,750.00	$16,700.00	$2,500.00		$19,200.00	67%	$9,550.00	$960.00	Yes	17.00%	$3,264.00	$163.20	83.00%	$15,936.00	$796.80
6.	SILT FENCE	21818	LF	$1.81	$39,490.58	$39,490.58	$0.00		$39,490.58	100%	$0.00	$1,974.53	Yes	17.00%	$6,713.40	$335.67	83.00%	$32,777.18	$1,638.86
7.	TREE PROTECTION	2930	LF	$6.73	$19,718.90	$19,718.90	$0.00		$19,718.90	100%	$0.00	$985.95	Yes	17.00%	$3,352.21	$167.61	83.00%	$16,366.69	$818.33
8.	CONSTRUCTION ENTRY	2	EA	$12,647.28	$25,294.56	$12,300.00	$4,500.00		$16,800.00	66%	$8,494.56	$840.00	Yes	17.00%	$2,856.00	$142.80	83.00%	$13,944.00	$697.20
9.	MASS GRADING	31971	CY	$2.81	$89,838.51	$78,750.00	$0.00		$78,750.00	88%	$11,088.51	$3,937.50	Yes	17.00%	$13,387.50	$669.38	83.00%	$65,362.50	$3,268.13
10.	ROADWAY GRADING	1	LS	$97,182.84	$97,182.84	$62,700.00	$17,000.00		$79,700.00	82%	$17,482.84	$3,985.00	Yes	17.00%	$13,549.00	$677.45	83.00%	$66,151.00	$3,307.55
11.	SOD BEHIND CURB	10613	SY	$3.69	$39,161.97	$0.00			$0.00	0%	$39,161.97	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
12.	10" FORCE MAIN	5244	LF	$70.72	$370,855.68	$252,650.00	$33,950.00	$0.00	$286,600.00	77%	$84,255.68	$14,330.00	Yes	17.00%	$48,722.00	$2,436.10	83.00%	$237,878.00	$11,893.90
13.	10" PLUG VALVE	14	EA	$5,619.75	$78,676.50	$63,250.00	$7,500.00	$0.00	$70,750.00	90%	$7,926.50	$3,537.50	Yes	17.00%	$12,027.50	$601.38	83.00%	$58,722.50	$2,936.13
14.	12"X10" WET TAP	2	EA	$16,066.18	$32,132.36	$20,100.00	$0.00	$0.00	$20,100.00	63%	$12,032.36	$1,005.00	Yes	17.00%	$3,417.00	$170.85	83.00%	$16,683.00	$834.15
15.	6" FORCE MAIN	648	LF	$50.13	$32,484.24	$20,200.00	$6,300.00	$0.00	$26,500.00	82%	$5,984.24	$1,325.00	Yes	17.00%	$4,505.00	$225.25	83.00%	$21,995.00	$1,099.75
16.	6" PLUG VALVE	12	EA	$3,905.17	$46,862.04	$22,954.00	$11,250.00	$0.00	$34,204.00	73%	$12,658.04	$1,710.20	Yes	17.00%	$5,814.68	$290.73	83.00%	$28,389.32	$1,419.47
17.	4" FORCE MAIN	20	LF	$36.17	$723.40	$0.00			$0.00	0%	$723.40	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
18.	4" PLUG VALVE	1	EA	$2,366.34	$2,366.34	$690.00		$0.00	$690.00	29%	$1,676.34	$34.50	Yes	17.00%	$117.30	$5.87	83.00%	$572.70	$28.64
19	FORCE MAIN FITTINGS	1	LS	$78,184.45	$78,184.45	$69,152.00	$4,500.00	$0.00	$73,652.00	94%	$4,532.45	$3,682.60	Yes	17.00%	$12,520.84	$626.04	83.00%	$61,131.16	$3,056.56
20.	TESTING	1	LS	$12,278.25	$12,278.25	$2,100.00	$0.00		$2,100.00	17%	$10,178.25	$105.00	Yes	17.00%	$357.00	$17.85	83.00%	$1,743.00	$87.15
21.	18" HDPE	931	LF	$50.28	$46,810.68	$32,856.00	$5,500.00	$0.00	$38,356.00	82%	$8,454.68	$1,917.80	Yes	17.00%	$6,520.52	$326.03	83.00%	$31,835.48	$1,591.77
22.	24" HDPE	1279	LF	$73.70	$94,252.30	$71,298.00	$8,800.00	$0.00	$80,098.00	85%	$14,164.30	$4,004.90	Yes	17.00%	$13,616.66	$680.83	83.00%	$66,481.34	$3,324.07
23.	42" HDPE	106	LF	$246.26	$26,103.56	$19,185.00		$0.00	$19,185.00	73%	$6,918.56	$959.25	Yes	17.00%	$3,261.45	$163.07	83.00%	$15,923.55	$796.18
24.	48" HDPE	691	LF	$320.16	$221,230.56	$163,900.00	$33,690.00	$0.00	$197,590.00	89%	$23,640.56	$9,879.50	Yes	17.00%	$33,590.30	$1,679.52	83.00%	$163,999.70	$8,199.99
25.	54"/60" HDPE	1462	LF	$360.14	$526,524.68	$469,000.00	$34,200.00	$0.00	$503,200.00	96%	$23,324.68	$25,160.00	Yes	17.00%	$85,544.00	$4,277.20	83.00%	$417,656.00	$20,882.80
26.	60" HDPE	64	LF	$480.83	$30,773.12	$30,773.12	$0.00	$0.00	$30,773.12	100%	$0.00	$1,538.66	Yes	17.00%	$5,231.43	$261.57	83.00%	$25,541.69	$1,277.08
27.	36" HDPE	1394	LF	$114.98	$160,282.12	$132,080.00	$11,200.00	$0.00	$144,080.00	90%	$16,202.12	$7,204.00	Yes	17.00%	$24,493.60	$1,224.68	83.00%	$119,586.40	$5,979.32

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 7
APPLICATION DATE: 12/20/2024
PERIOD TO: 12/20/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G	H	I	J	K	L	M	N	O	P
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%
		Quantity	Unit	Price	Total													
28.	72" RCP	1381	LF	$747.54	$1,032,352.74	$1,000,050.00	$17,500.00	$0.00	$1,017,550.00	99%	$14,802.74	$50,877.50	Yes	17.00%	$172,983.50	$8,649.18	83.00%	$844,566.50	$42,228.33
29.	TYPE "P" MANHOLE	4	EA	$15,330.53	$61,322.12	$32,500.00	$11,600.00	$0.00	$44,100.00	72%	$17,222.12	$2,205.00	Yes	17.00%	$7,497.00	$374.85	83.00%	$36,603.00	$1,830.15
31.	TYPE P-5 WITH "J" BOTTOMS	11	EA	$12,400.26	$136,402.86	$104,700.00	$10,200.00	$0.00	$114,900.00	84%	$21,502.86	$5,745.00	Yes	17.00%	$19,533.00	$976.65	83.00%	$95,367.00	$4,768.35
32.	TYPE P-5 INLETS	25	EA	$6,492.88	$162,322.00	$121,200.00	$23,000.00	$0.00	$144,200.00	89%	$18,122.00	$7,210.00	Yes	17.00%	$24,514.00	$1,225.70	83.00%	$119,686.00	$5,984.30
33.	TYPE P-6 WITH "J" BOTTOMS	8	EA	$14,844.13	$118,753.04	$82,300.00	$17,850.00	$0.00	$100,150.00	84%	$18,603.04	$5,007.50	Yes	17.00%	$17,025.50	$851.28	83.00%	$83,124.50	$4,156.23
34.	TYPE P-6 INLETS	4	EA	$7,220.65	$28,882.60	$13,620.00	$0.00	$0.00	$13,620.00	47%	$15,262.60	$681.00	Yes	17.00%	$2,315.40	$115.77	83.00%	$11,304.60	$565.23
35.	TYPE "J" BOTTOM WITH TYPE "A" MANHOLE	1	EA	$33,164.59	$33,164.59	$19,000.00		$0.00	$19,000.00	57%	$14,164.59	$950.00	Yes	17.00%	$3,230.00	$161.50	83.00%	$15,770.00	$788.50
36.	BOX CULVERT 5'X10'	280	LF	$1,319.81	$369,546.80	$369,546.80	$0.00		$369,546.80	100%	$0.00	$18,477.34	Yes	17.00%	$62,822.96	$3,141.15	83.00%	$306,723.84	$15,336.19
37.	TV LINES	1	LS	$31,524.38	$31,524.38	$0.00			$0.00	0%	$31,524.38	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
38.	8" C-900	487	LF	$50.94	$24,807.78	$13,000.00	$5,500.00	$0.00	$18,500.00	75%	$6,307.78	$925.00	Yes	17.00%	$3,145.00	$157.25	83.00%	$15,355.00	$767.75
39.	16" DIP	2,581	LF	$131.18	$338,575.58	$271,076.00	$31,650.00	$0.00	$302,726.00	89%	$35,849.58	$15,136.30	Yes	17.00%	$51,463.42	$2,573.17	83.00%	$251,262.58	$12,563.13
40.	12" C-900	2,752	LF	$87.96	$242,065.92	$196,160.00	$13,000.00	$0.00	$213,160.00	88%	$28,905.92	$10,658.00	Yes	17.00%	$36,237.20	$1,811.86	83.00%	$176,922.80	$8,846.14
41.	6" C-900	816	LF	$37.07	$30,249.12	$10,880.00	$7,900.00	$0.00	$18,780.00	62%	$11,469.12	$939.00	Yes	17.00%	$3,192.60	$159.63	83.00%	$15,587.40	$779.37
42.	12" GATE VALVE	13	EA	$4,796.85	$62,359.05	$62,359.05	$0.00	$0.00	$62,359.05	100%	$0.00	$3,117.95	Yes	17.00%	$10,601.04	$530.05	83.00%	$51,758.01	$2,587.90
43.	6" GATE VALVE	13	EA	$1,903.55	$24,746.15	$10,300.00	$6,800.00		$17,100.00	69%	$7,646.15	$855.00	Yes	17.00%	$2,907.00	$145.35	83.00%	$14,193.00	$709.65
44.	16" GATE VALVE	18	EA	$8,950.47	$161,108.46	$108,000.00	$29,600.00	$0.00	$137,600.00	85%	$23,508.46	$6,880.00	Yes	17.00%	$23,392.00	$1,169.60	83.00%	$114,208.00	$5,710.40
45.	8" GATE VALVE	17	EA	$2,648.89	$45,031.13	$28,200.00	$8,800.00	$0.00	$37,000.00	82%	$8,031.13	$1,850.00	Yes	17.00%	$6,290.00	$314.50	83.00%	$30,710.00	$1,535.50
46.	RELOCATE FHA	1	EA	$3,474.50	$3,474.50	$0.00			$0.00	0%	$3,474.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
47.	FIRE HYDRANT ASSEMBLY	18	EA	$6,239.51	$112,311.18	$71,300.00	$17,450.00		$88,750.00	79%	$23,561.18	$4,437.50	Yes	17.00%	$15,087.50	$754.38	83.00%	$73,662.50	$3,683.13
48.	ARV	1	EA	$7,426.58	$7,426.58	$0.00			$0.00	0%	$7,426.58	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
49.	16"X12" WET TAP	1	EA	$15,160.96	$15,160.96	$7,500.00		$0.00	$7,500.00	49%	$7,660.96	$375.00	Yes	17.00%	$1,275.00	$63.75	83.00%	$6,225.00	$311.25
50.	16"X16" WET TAP	1	EA	$33,555.01	$33,555.01	$8,200.00		$0.00	$8,200.00	24%	$25,355.01	$410.00	Yes	17.00%	$1,394.00	$69.70	83.00%	$6,806.00	$340.30
51.	14"DIRECTIONAL DRILL	80	LF	$173.41	$13,872.80	$7,200.00		$0.00	$7,200.00	52%	$6,672.80	$360.00	Yes	17.00%	$1,224.00	$61.20	83.00%	$5,976.00	$298.80
52.	JUMPER	2	EA	$2,787.30	$5,574.60	$0.00			$0.00	0%	$5,574.60	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
53.	RESTORATION/MOT FOR OFFSITE WORK	1	LS	$33,392.21	$33,392.21	$0.00			$0.00	0%	$33,392.21	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
54.	WATER FITTING	1	LS	$122,471.75	$122,471.75	$94,000.00	$8,500.00	$0.00	$102,500.00	84%	$19,971.75	$5,125.00	Yes	17.00%	$17,425.00	$871.25	83.00%	$85,075.00	$4,253.75
55.	TESTING	1	LS	$11,475.00	$11,475.00	$0.00	$2,500.00		$2,500.00	22%	$8,975.00	$125.00	Yes	17.00%	$425.00	$21.25	83.00%	$2,075.00	$103.75
56.	8" REUSE	5,392	LF	$49.11	$264,801.12	$193,080.00	$13,500.00	$0.00	$206,580.00	78%	$58,221.12	$10,329.00	Yes	17.00%	$35,118.60	$1,755.93	83.00%	$171,461.40	$8,573.07
57.	8" GATE VALVE	17	EA	$2,738.50	$46,554.50	$27,800.00	$4,000.00		$31,800.00	68%	$14,754.50	$1,590.00	Yes	17.00%	$5,406.00	$270.30	83.00%	$26,394.00	$1,319.70
58.	4" REUSE C-900	590	LF	$30.67	$18,095.30	$5,200.00	$3,200.00		$8,400.00	46%	$9,695.30	$420.00	Yes	17.00%	$1,428.00	$71.40	83.00%	$6,972.00	$348.60
59.	4" GATE VALVE	14	EA	$2,295.78	$32,140.92	$12,700.00	$4,400.00		$17,100.00	53%	$15,040.92	$855.00	Yes	17.00%	$2,907.00	$145.35	83.00%	$14,193.00	$709.65
60.	30"X8" WET TAP	2	EA	$12,237.97	$24,475.94	$6,400.00	$0.00		$6,400.00	26%	$18,075.94	$320.00	Yes	17.00%	$1,088.00	$54.40	83.00%	$5,312.00	$265.60
61.	10" DIRECTIONAL DRILL	80	LF	$136.25	$10,900.00	$2,400.00		$0.00	$2,400.00	22%	$8,500.00	$120.00	Yes	17.00%	$408.00	$20.40	83.00%	$1,992.00	$99.60
62.	REUSE JUMPER	2	EA	$2,737.14	$5,474.28	$4,600.00		$0.00	$4,600.00	84%	$874.28	$230.00	Yes	17.00%	$782.00	$39.10	83.00%	$3,818.00	$190.90
63.	REUSE FITTINGS	1	LS	$41,221.83	$41,221.83	$23,000.00		$0.00	$23,000.00	56%	$18,221.83	$1,150.00	Yes	17.00%	$3,910.00	$195.50	83.00%	$19,090.00	$954.50
64.	REUSE TESTING	1	LS	$9,750.38	$9,750.38	$0.00			$0.00	0%	$9,750.38	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
65.	TYPE "D" CURB	1,487	LF	$21.25	$31,598.75	$5,600.00	$0.00		$5,600.00	18%	$25,998.75	$280.00	Yes	17.00%	$952.00	$47.60	83.00%	$4,648.00	$232.40
66.	TYPE "F" CURB	17,785	LF	$28.13	$500,292.05	$227,250.00	$74,650.00		$301,900.00	60%	$198,392.05	$15,095.00	Yes	17.00%	$51,323.00	$2,566.15	83.00%	$250,577.00	$12,528.85
67.	10' CONCRETE SIDEWALK	3,647	LF	$61.44	$224,071.68	$0.00			$0.00	0%	$224,071.68	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
68.	10' HCR	11	EA	$2,750.00	$30,250.00	$0.00			$0.00	0%	$30,250.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
69.	5' SIDEWALK	6,562	LF	$29.94	$196,466.28	$0.00			$0.00	0%	$196,466.28	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
70.	5' HCR	14	EA	$1,481.25	$20,737.50	$0.00			$0.00	0%	$20,737.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
71.	12" STABILIZATION	25,301	SY	$5.42	$137,131.42	$80,400.00	$32,000.00		$112,400.00	82%	$24,731.42	$5,620.00	Yes	17.00%	$19,108.00	$955.40	83.00%	$93,292.00	$4,664.60
72.	1" SP 12.5 1ST LIFT	21,349	SY	$13.81	$294,829.69	$107,000.00	$0.00		$107,000.00	36%	$187,829.69	$5,350.00	Yes	17.00%	$18,190.00	$909.50	83.00%	$88,810.00	$4,440.50

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 7
APPLICATION DATE: 12/20/2024
PERIOD TO: 12/20/2024
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P
		SCHEDULED VALUE				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%
ITEM NO.	DESCRIPTION OF WORK	Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD												
73.	1" SP 9.5 ASPHALT WITHIN 6 MONTHS OF CFC	21,349	SY	$17.63	$376,382.87	$0.00			$0.00	0%	$376,382.87	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
74.	1" SP 9.5 ASPHALT	21,349	SY	$13.71	$292,694.79	$106,000.00	$0.00		$106,000.00	36%	$186,694.79	$5,300.00	Yes	17.00%	$18,020.00	$901.00	83.00%	$87,980.00	$4,399.00
75.	10" LIME ROCK	21,349	SY	$24.71	$527,533.79	$242,340.00	$146,000.00		$388,340.00	74%	$139,193.79	$19,417.00	Yes	17.00%	$66,017.80	$3,300.89	83.00%	$322,322.20	$16,116.11
76.	STAMPED ASPHALT	1,680	SF	$13.75	$23,100.00	$23,100.00	$0.00		$23,100.00	100%	$0.00	$1,155.00	Yes	17.00%	$3,927.00	$196.35	83.00%	$19,173.00	$958.65
78.	TEMP MARKING	1	LS	$18,402.50	$18,402.50	$0.00			$0.00	0%	$18,402.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
79.	PERMENATE MARKINGS	1	LS	$72,125.00	$72,125.00	$0.00			$0.00	0%	$72,125.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
80.	DRY UTILITIES						THIS PERIOD												
81.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$45,120.00	$45,120.00	$13,600.00	$4,500.00		$18,100.00	40%	$27,020.00	$905.00	Yes	17.00%	$3,077.00	$153.85	83.00%	$15,023.00	$751.15
82.	PERFORMANCE BOND	1	LS	$60,768.00	$60,768.00	$60,768.00			$60,768.00	100%	$0.00	$3,038.40	Yes	17.00%	$10,330.56	$516.53	83.00%	$50,437.44	$2,521.87
83.	6" SCHEDULE 40 GREY	60,530	LF	$25.17	$1,523,540.10	$61,600.00	$5,800.00	$26,500.00	$93,900.00	6%	$1,429,640.10	$4,695.00	Yes	17.00%	$15,963.00	$798.15	83.00%	$77,937.00	$3,896.85
84.	CONCRETE DUCT BANK	5,490	LF	$14.97	$82,185.30	$0.00	$0.00		$0.00	0%	$82,185.30	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
83.	2" SCHEDULE 40 GREY	15,212	LF	$15.10	$229,701.20	$55,600.00	$0.00	$9,100.00	$64,700.00	28%	$165,001.20	$3,235.00	Yes	17.00%	$10,999.00	$549.95	83.00%	$53,701.00	$2,685.05
85.	2" FITTINGS	1	LS	$26,884.00	$26,884.00	$6,500.00	$0.00		$6,500.00	24%	$20,384.00	$325.00	Yes	17.00%	$1,105.00	$55.25	83.00%	$5,395.00	$269.75
86.	4" SCHEDULE 40 GREY	51,000	LF	$20.31	$1,035,810.00	$26,000.00	$0.00		$26,000.00	3%	$1,009,810.00	$1,300.00	Yes	17.00%	$4,420.00	$221.00	83.00%	$21,580.00	$1,079.00
87.	4"& 6" FITTINGS	1	LS	$64,118.00	$64,118.00	$4,600.00	$4,800.00	$11,200.00	$20,600.00	32%	$43,518.00	$1,030.00	Yes	17.00%	$3,502.00	$175.10	83.00%	$17,098.00	$854.90
88.	30' TALL LED SINGLE HEAD LIGHT	22	EA	$12,274.00	$270,028.00	$0.00			$0.00	0%	$270,028.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
89.	30' TALL POLE WITH TWIN HEADS	24	EA	$14,363.00	$344,712.00	$0.00			$0.00	0%	$344,712.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
90.	ADD BLACKE DYETO CONCRETE POLES	46	EA	$909.00	$41,814.00	$0.00			$0.00	0%	$41,814.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
91.	SPLICE BOXES	52	EA	$5,770.00	$300,040.00	$0.00			$0.00	0%	$300,040.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
92.	LAYOUT/AS-BUILTS	1	LS	$17,410.00	$17,410.00	$1,700.00	$3,300.00		$5,000.00	29%	$12,410.00	$250.00	Yes	17.00%	$850.00	$42.50	83.00%	$4,150.00	$207.50
93.	HANDHOLES	15	EA	$3,145.00	$47,175.00	$0.00			$0.00	0%	$47,175.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
94.	MAHOLES	4	EA	$7,793.00	$31,172.00	$0.00			$0.00	0%	$31,172.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
95.	LANDSCAPE/IRRIGATION						THIS PERIOD												
96.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$29,560.00	$29,560.00	$5,100.00	$0.00		$5,100.00	17%	$24,460.00	$255.00	Yes	17.00%	$867.00	$43.35	83.00%	$4,233.00	$211.65
97.	PERFORMANCE BOND	1	LS	$22,693.00	$22,693.00	$22,693.00			$22,693.00	100%	$0.00	$1,134.65	Yes	17.00%	$3,857.81	$192.89	83.00%	$18,835.19	$941.76
98.	SURVEY/LAYOUT	1	LS	$6,880.00	$6,880.00	$1,200.00	$0.00		$1,200.00	17%	$5,680.00	$60.00	Yes	17.00%	$204.00	$10.20	83.00%	$996.00	$49.80
99.	LANDSCAPE	1	LS	$421,116.00	$421,116.00	$0.00			$0.00	0%	$421,116.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
100.	IRRIGATION	1	LS	$393,612.00	$393,612.00	$33,200.00	$0.00		$33,200.00	8%	$360,412.00	$1,660.00	Yes	17.00%	$5,644.00	$282.20	83.00%	$27,556.00	$1,377.80
101.	MAINTENANCE	1	LS	$73,440.00	$73,440.00	$0.00			$0.00	0%	$73,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
102.	SOD/GROUND COVERING	1	LS	$141,212.00	$141,212.00	$0.00			$0.00	0%	$141,212.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
104.	Change Order #1 Fire Access Rd																		
105.	Install Fire Access Rd. 8" Lime Rock with Prime	9,111	SY	$14.20	$129,376.20	$129,376.20	$0.00		$129,376.20	100%	$0.00	$6,468.81	No	0.00%	$0.00	$0.00	100.00%	$129,376.20	$6,468.81
106.	Install Two Extra Fire Hydrant Assembly	2	EA	$6,400.00	$12,800.00	$12,800.00	$0.00		$12,800.00	100%	$0.00	$640.00	No	0.00%	$0.00	$0.00	100.00%	$12,800.00	$640.00
107.	Install Extra PVC with Fittings	1	LS	$ 3,200.00	$3,200.00	$3,200.00	$0.00		$3,200.00	100%	$0.00	$160.00	No	0.00%	$0.00	$0.00	100.00%	$3,200.00	$160.00
108.	Extra Labor/Crew and Equipment to Facilitate Install	1	LS	$ 69,800.00	$69,800.00	$69,800.00	$0.00		$69,800.00	100%	$0.00	$3,490.00	No	0.00%	$0.00	$0.00	100.00%	$69,800.00	$3,490.00
	Change Order #2						THIS PERIOD												
109.	Storm - D-24 Remove 54" HDPE	-16	LF	$360.14	($5,762.24)	($5,762.24)	$0.00		($5,762.24)	100%	$0.00	($288.11)	Yes	17.00%	($979.58)	($48.98)	83.00%	($4,782.66)	($239.13)
110.	D-24 Add 36" HDPE	16	LF	$114.98	$1,839.68	$1,839.68	$0.00		$1,839.68	100%	$0.00	$91.98	Yes	17.00%	$312.75	$15.64	83.00%	$1,526.93	$76.35
111.	Reuse - Delete 8"x4" Tee	-1	EA	$281.00	($281.00)	($281.00)	$0.00		($281.00)	100%	$0.00	($14.05)	Yes	17.00%	($47.77)	($2.39)	83.00%	($233.23)	($11.66)
112.	Delete 8" Gate Valve	-1	EA	$2,648.89	($2,648.89)	$0.00	($2,648.89)		($2,648.89)	100%	$0.00	($132.44)	Yes	17.00%	($450.31)	($22.52)	83.00%	($2,198.58)	($109.93)
113.	Add 4" PVC Reuse Pipe	70	LF	$30.67	$2,146.90	$0.00	$2,146.90		$2,146.90	100%	$0.00	$107.35	Yes	17.00%	$364.97	$18.25	83.00%	$1,781.93	$89.10
114.	Add Storm Structure D-72	1	LS	$41,180.00	$41,180.00	$32,600.00	$0.00		$32,600.00	79%	$8,580.00	$1,630.00	Yes	17.00%	$5,542.00	$277.10	83.00%	$27,058.00	$1,352.90
115.	Curb Minus - "F" Curb	-171	LF	$28.13	($4,810.23)	$0.00	($4,810.23)		($4,810.23)	100%	$0.00	($240.51)	Yes	17.00%	($817.74)	($40.89)	83.00%	($3,992.49)	($199.62)
116.	Add- Type "D" Curb	184	LF	$26.58	$4,890.72	$0.00			$0.00	0%	$4,890.72	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
117.	Add 54"/60" HP	54	LF	$360.14	$19,447.56	$12,200.00	$7,247.56		$19,447.56	100%	$0.00	$972.38	Yes	17.00%	$3,306.09	$165.30	83.00%	$16,141.47	$807.07
118.	Add 54"/60 Cap	1	LS	$1,170.00	$1,170.00	$0.00	$1,170.00		$1,170.00	100%	$0.00	$58.50	Yes	17.00%	$198.90	$9.95	83.00%	$971.10	$48.56
119.	D-21 - Delete 18" HP	-38	LF	$50.28	($1,910.64)	($1,910.64)	$0.00		($1,910.64)	100%	$0.00	($95.53)	Yes	17.00%	($324.81)	($16.24)	83.00%	($1,585.83)	($79.29)
120.	D-21 - Add 48" HP	125	LF	$320.16	$40,020.00	$34,790.00	$5,230.00		$40020.00	100%	$0.00	$2,001.00	Yes	17.00%	$6,803.40	$340.17	83.00%	$33,216.60	$1,660.83
121.	D-21 - Add 48" Cap	1	EA	$770.00	$770.00	$0.00	$770.00		$770.00	100%	$0.00	$38.50	Yes	17.00%	$130.90	$6.55	83.00%	$639.10	$31.96
123.	D-21 - Add Core	1	EA	$1,440.00	$1,440.00	$0.00	$1,440.00		$1,440.00	100%	$0.00	$72.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76
124.	D-22 - 36" HP	16	LF	$114.98	$1,839.68	$0.00	$1,839.68		$1,839.68	100%	$0.00	$91.98	Yes	17.00%	$312.75	$15.64	83.00%	$1,526.93	$76.35
125.	Add - 36" Cap	1	EA	$620.00	$620.00	$0.00	$620.00		$620.00	100%	$0.00	$31.00	Yes	17.00%	$105.40	$5.27	83.00%	$514.60	$25.73
126.	Add - 36" Core	1	EA	$580.00	$580.00	$0.00	$580.00		$580.00	100%	$0.00	$29.00	Yes	17.00%	$98.60	$4.93	83.00%	$481.40	$24.07
127.	Force Main Add - 6" PVC FM Pipe	185	LF	$50.13	$9,274.05	$4,700.00	$4,574.05		$9,274.05	100%	$0.00	$463.70	Yes	17.00%	$1,576.59	$78.83	83.00%	$7,697.46	$384.87
128.	Add - 10"x6" Tee	2	EA	$998.00	$1,996.00	$0.00	$1,996.00		$1,996.00	100%	$0.00	$99.80	Yes	17.00%	$339.32	$16.97	83.00%	$1,656.68	$82.83
129.	Add-10" Plug Valve	2	EA	$5,619.75	$11,239.50	$5,200.00	$6,039.50		$11,239.50	100%	$0.00	$561.98	Yes	17.00%	$1,910.72	$95.54	83.00%	$9,328.79	$466.44
130.	Add-6" Plug Valve	2	EA	$3,905.17	$7,810.34	$0.00	$7,810.34		$7,810.34	100%	$0.00	$390.52	Yes	17.00%	$1,327.76	$66.39	83.00%	$6,482.58	$324.13
131.	Add-6" Cap	2	EA	$197.00	$394.00	$0.00			$0.00	0%	$394.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
132.	Reuse Main Add - 6" PVC FM Pipe	90	LF	$50.13	$4,511.70	$0.00			$0.00	0%	$4,511.70	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00

133.	4" Gate Valve	1	EA	$990.00	$990.00	$0.00			$0.00	0%	$990.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
134.	4" Stub Out	1	EA	$705.00	$705.00	$0.00			$0.00	0%	$705.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
135.	Water -Delete 16"x6" Tee	-1	EA	$810.00	($810.00)	$0.00	($810.00)		($810.00)	100%	$0.00	($40.50)	Yes	17.00%	($137.70)	($6.89)	83.00%	($672.30)	($33.62)
136.	Delete 16"x8" Tee	-1	EA	$1,020.00	($1,020.00)	$0.00	($1,020.00)		($1,020.00)	100%	$0.00	($51.00)	Yes	17.00%	($173.40)	($8.67)	83.00%	($846.60)	($42.33)
137.	Delete 6" Gate	-1	EA	$1,903.55	($1,903.55)	$0.00	($1,903.55)		($1,903.55)	100%	$0.00	($95.18)	Yes	17.00%	($323.60)	($16.18)	83.00%	($1,579.95)	($79.00)
138.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	$0.00	($8,950.47)		($8,950.47)	100%	$0.00	($447.52)	Yes	17.00%	($1,521.58)	($76.08)	83.00%	($7,428.89)	($371.44)
139.	Delete 8" PVC Pipe	-60	LF	$50.94	($3,056.40)	($3,056.40)	$0.00		($3,056.40)	100%	$0.00	($152.82)	Yes	17.00%	($519.59)	($25.98)	83.00%	($2,536.81)	($126.84)
140.	Delete 6" PVC Pipe	-60	LF	$37.07	($2,224.20)	($2,224.20)	$0.00		($2,224.20)	100%	$0.00	($111.21)	Yes	17.00%	($378.11)	($18.91)	83.00%	($1,846.09)	($92.30)
141.	Delete 6" Cap	-1	EA	$202.00	($202.00)	$0.00			$0.00	0%	($202.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
142.	Delete 8" Cap	-1	EA	$274.00	($274.00)	$0.00			$0.00	0%	($274.00)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
143.	16" x10" Cross	1	EA	$1,440.00	$1,440.00	$0.00	$1,440.00		$1,440.00	100%	$0.00	$72.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76
144.	10" Gate Valves	2	EA	$4,202.00	$8,404.00	$3,900.00	$4,504.00		$8,404.00	100%	$0.00	$420.20	Yes	17.00%	$1,428.68	$71.43	83.00%	$6,975.32	$348.77
145.	10" PVC C-900	125	LF	$74.90	$9,362.50	$4,400.00	$4,962.50		$9,362.50	100%	$0.00	$468.13	Yes	17.00%	$1,591.63	$79.58	83.00%	$7,770.88	$388.54
146.	10" Stub Outs	2	EA	$240.00	$480.00	$0.00	$480.00		$480.00	100%	$0.00	$24.00	Yes	17.00%	$81.60	$4.08	83.00%	$398.40	$19.92
147.	Stamped Asphalt - Delete	-1680	LF	$13.75	($23,100.00)	($23,100.00)			($23,100.00)	100%	$0.00	($1,155.00)	Yes	17.00%	($3,927.00)	($196.35)	83.00%	($19,173.00)	($958.65)
148.	Curb Minus - "F" Curb	-244	LF	$28.13	($6,863.72)	$0.00	($6,863.72)		($6,863.72)	100%	$0.00	($343.19)	Yes	17.00%	($1,166.83)	($58.34)	83.00%	($5,696.89)	($284.84)
149.	Add- Type "D" Curb	244	LF	$26.58	$6,485.52	$0.00			$0.00	0%	$6,485.52	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
150.	Storm - D-90 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$0.00	$11,280.00		$11,280.00	100%	$0.00	$564.00	Yes	17.00%	$1,917.60	$95.88	83.00%	$9,362.40	$468.12
151.	D-91 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$0.00	$11,280.00		$11,280.00	100%	$0.00	$564.00	Yes	17.00%	$1,917.60	$95.88	83.00%	$9,362.40	$468.12
152.	Add - 48" Core D-60	1	EA	$1,440.00	$1,440.00	$0.00	$1,440.00		$1,440.00	100%	$0.00	$72.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76
153.	Add - 48" Core D-90	1	EA	$1,440.00	$1,440.00	$0.00	$1,440.00		$1,440.00	100%	$0.00	$72.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76
154.	Add 48" HP Pipe	132	LF	$320.16	$42,261.12	$12,600.00	$29,661.12		$42,261.12	100%	$0.00	$2,113.06	Yes	17.00%	$7,184.39	$359.22	83.00%	$35,076.73	$1,753.84
155.	Water - 10" Gate Valves	2	EA	$4,202.00	$8,404.00	$0.00	$8,404.00		$8,404.00	100%	$0.00	$420.20	Yes	17.00%	$1,428.68	$71.43	83.00%	$6,975.32	$348.77
156.	10" PVC C-900	125	LF	$74.90	$9,362.50	$0.00	$9,362.50		$9,362.50	100%	$0.00	$468.13	Yes	17.00%	$1,591.63	$79.58	83.00%	$7,770.88	$388.54
157.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	$0.00	($8,950.47)		($8,950.47)	100%	$0.00	($447.52)	Yes	17.00%	($1,521.58)	($76.08)	83.00%	($7,428.89)	($371.44)
158.	Delete 6" PVC C-900	-60	LF	$37.07	($2,224.20)	$0.00	($2,224.20)		($2,224.20)	100%	$0.00	($111.21)	Yes	17.00%	($378.11)	($18.91)	83.00%	($1,846.09)	($92.30)
159.	Delete 8" PVC C-900	-60	LF	$50.94	($3,056.40)	$0.00	($3,056.40)		($3,056.40)	100%	$0.00	($152.82)	Yes	17.00%	($519.59)	($25.98)	83.00%	($2,536.81)	($126.84)
160.	Reuse - Add - 4" PVC Pipe	50	LF	$30.67	$1,533.50	$0.00	$1,533.50		$1,533.50	100%	$0.00	$76.68	Yes	17.00%	$260.70	$13.03	83.00%	$1,272.81	$63.64
161.	Force Main - Add - 6" PVC Pipe STA 12+70	50	LF	$50.13	$2,506.50	$0.00	$2,506.50		$2,506.50	100%	$0.00	$125.33	Yes	17.00%	$426.11	$21.31	83.00%	$2,080.40	$104.02
162.	Curb Minus - "F" Curb	-228	LF	$28.13	($6,413.64)	$0.00			$0.00	0%	($6,413.64)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
163.	Add- Type "D" Curb	228	LF	$26.58	$6,060.24	$0.00			$0.00	0%	$6,060.24	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
164.	Storm - Delete 60" HP - 16+70	-21	LF	$480.83	($10,097.43)	$0.00	($10,097.43)		($10,097.43)	100%	$0.00	($504.87)	Yes	17.00%	($1,716.56)	($85.83)	83.00%	($8,380.87)	($419.04)
165.	Add - Adjust D-47	1	LS	$590.00	$590.00	$0.00	$590.00		$590.00	100%	$0.00	$29.50	Yes	17.00%	$100.30	$5.02	83.00%	$489.70	$24.49
166.	Add - Adjust D-07	1	LS	$630.00	$630.00	$0.00	$630.00		$630.00	100%	$0.00	$31.50	Yes	17.00%	$107.10	$5.36	83.00%	$522.90	$26.15
167.	Water - Add - 8" C-900	55	LF	$50.94	$2,801.70	$0.00	$2,801.70		$2,801.70	100%	$0.00	$140.09	Yes	17.00%	$476.29	$23.81	83.00%	$2,325.41	$116.27
168.	Reuse - Add - 4" PVC Pipe	55	LF	$30.67	$1,686.85	$0.00	$1,686.85		$1,686.85	100%	$0.00	$84.34	Yes	17.00%	$286.76	$14.34	83.00%	$1,400.09	$70.00
170.	Force Main - Add - 6" PVC Pipe STA 16+69	55	LF	$50.13	$2,757.15	$0.00	$2,757.15		$2,757.15	100%	$0.00	$137.86	Yes	17.00%	$468.72	$23.44	83.00%	$2,288.43	$114.42
171.	Survey/3-D Files	1	LS	$12,994.00	$12,994.00	$2,000.00	$4,400.00		$6,400.00	49%	$6,594.00	$320.00	Yes	17.00%	$1,088.00	$54.40	83.00%	$5,312.00	$265.60
172.	As/Builts	1	LS	$7,644.00	$7,644.00	$0.00			$0.00	0%	$7,644.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
173.	Additional Well Abandonment	3	EA	$9,700.00	$29,100.00	$16,200.00	$5,500.00		$21,700.00	75%	$7,400.00	$1,085.00	Yes	17.00%	$3,689.00	$184.45	83.00%	$18,011.00	$900.55
174.	Curb Minus - "F" Curb	-131	LF	$28.13	($3,685.03)	$0.00			$0.00	0%	($3,685.03)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
175.	Add- Type "D" Curb	131	LF	$26.58	$3,481.98	$0.00			$0.00	0%	$3,481.98	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
176.	Water - Add - 10" PVC C-900	42	LF	$74.90	$3,145.80	$0.00			$0.00	0%	$3,145.80	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
177.	Grading - Super Elevate Roadway	1	LS	$11,890.00	$11,890.00	$0.00			$0.00	0%	$11,890.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
178.	Add Sod	1160	SY	$3.69	$4,280.40	$0.00			$0.00	0%	$4,280.40	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
179.	Add - Type P-8 Inlet Tops	3	EA	$3,345.00	$10,035.00	$0.00			$0.00	0%	$10,035.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
180.	Add Type "D" Curb	400	LF	$26.58	$10,632.00	$0.00			$0.00	0%	$10,632.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
181.	Survey/3D File	1	LS	$6,715.00	$6,715.00	$0.00			$0.00	0%	$6,715.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
182.	As-Builts	1	LS	$4,110.00	$4,110.00	$0.00			$0.00	0%	$4,110.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
183.	Added Markings and Signs	1	LS	$5,360.00	$5,360.00	$0.00			$0.00	0%	$5,360.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
	Change Order #3						THIS PERIOD												
184.	2" Irrigation - Sleeving	1900	LF	$13.40	$25,460.00	$11,000.00	$0.00		$11,000.00	43%	$14,460.00	$550.00	Yes	17.00%	$1,870.00	$93.50	83.00%	$9,130.00	$456.50
185.	Layout for Sleeving	1	LS	$1,600.00	$1,600.00	$400.00	$0.00		$400.00	25%	$1,200.00	$20.00	Yes	17.00%	$68.00	$3.40	83.00%	$332.00	$16.60
186.	As-Built and Locate Sleeving	1	LS	$3,300.00	$3,300.00	$0.00			$0.00	0%	$3,300.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00
	SUBTOTAL				$14,744,957.07	$6,226,261.85	$833,678.49	$46,800.00	$7,106,740.34	48%	$7,638,216.73	$355,337.02			$1,171,565.90	$58,578.30		$5,935,174.44	$296,758.72
	GRAND TOTALS				$14,744,957.07	$6,226,261.85	$833,678.49	$46,800.00	$7,106,740.34		$7,638,216.73	$355,337.02			$1,171,565.90	$58,578.30		$5,935,174.44	$296,758.72

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 836,454.56 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 12/20/2024 to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Infrastructure to the following property:

S of Kelly Park Rd & Effie Dr.
3620 W Kelly Park Rd.
Apopka, FL 32712, Orange County (description of property)

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on January 10, 2025.

Lienor RCS Construction Company, Inc.
Address 295 E SR 50, Suite 1,
Clermont, FL 34711

By:
Print Name Jody Bass
Its: Vice President

State of Florida
County of Lake
The foregoing instrument was acknowledged before me this 10th day of January, 20 25, by , as of said company, who has presented as identification or is personally known to me.

Signature of Notary Public
(Seal)

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

Victoria E Lauteria
Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared Jody Bass, who being by me first duly sworn, deposes and says:

1. The facts and matters contained and recited in the Affidavit are based upon personal knowledge of the Affiant.
2. Affiant is the Owner of RCS Construction Company, Inc., a North Dakota Corporation company (hereinafter the "Contractor")
3. Contractor and Kelly Park VB Development, LLC (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated December 4, 2023 (hereinafter the "contract").
4. Affiant now requests partial payment under the Contract. In Consideration of Owner providing such partial payment, Contractor hereby provides this Affidavit upon which Owner intends to rely.
5. Contractor is not aware of any Claims that would require an adjustment of the Contract Time or the Contract Price except for any Change Order Requests or Change Order Proposals previously submitted in writing to Owner prior to execution of this Affidavit.
6. Contractor releases any Claims for an adjustment to the Contract Time or the Contract Price except for those previously made in writing and delivered to Owner prior to execution of this Affidavit.
7. Affiant states that all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien upon Progress Payment forms for every such potential lienors are provided herewith through 12/20/2024.
8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien Upon Progress Payment forms for every such potential lienor are provided herewith, except as provided below:

Name of Lienor Or Potential Lienor	Amount due for labor, services or materials furnished, delivered, Installed or performed
1. Atlantic Directional Drilling, Inc.	$0.00
2. Central Florida Transport, LLC	$0.00
3. Dixie Lime & Stone	$12,550.13
4. Erosion Control Systems	$0.00
5. Florida Design Consultants	$12,087.00
6. Fortiline, Inc.	$50,496.10
7. Jack Per Trucking	$4,743.00
8. Koncept Carma	$550.00
9. Lake Jem Farms	$20,684.16
10. Lenard Powell Inc	$35,424.09
11. Meyer Paving & Construction Corp	$78,156.95
12. National Trench Safety	$0.00
13. Quality Petroleum	$315.65
14. Rinker Pipe	$288.32
15. Seminole Asphalt Paving, Inc.	$0.00
16. Universal Engineering Sciences	$4,159.00
17. Volusia General Contractors & Trinity Construction Products, Inc.	$0.00
18. WLW Construction, Inc.	$2,970.00

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

Jody A. Bass, Affiant

Sworn to and subscribed before me this 10th day of January, 2025, by Jody Bass, who (check one): [X] is personally known to me, [ ] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [ ] produced other identification, to wit: _____. Affiant did take an oath.

Victoria E. Lauteria

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

Print Name: Victoria E Lauteria
Notary Public, State of Florida
Commission No.: HH276625
My Commission Expires: 06/19/2026

JOINDER AND INDEMNIFY AGREEMENT

Contractor, joins in the execution of this Affidavit for the purpose of adopting all representations of fact contained therein. Contractor understands that this Affidavit will be relied upon by Owner for all purposes relating to the Contract. Contractor agrees to indemnify, hold harmless and defend the Owner from, against and with respect to any and all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of any claims by laborers, subcontractors or materialmen who might claim that they have not been paid for labor, services or material.

A Florida Corporation Company

By: Jody A. Bass
Name: Jody Bass
Title: Vice President

(CORPORATE SEAL)[where applicable]

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 31

(B) Name of Payee: City of Apopka

(C) Amount Payable: $6,750,000

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Kevin M Roberson
Kimley-Horn and Associates, Inc

KELLY PARK VB DEVELOPMENT, LLC
660 Beachland Boulevard, Suite 301
Vero Beach, FL 32963
January 31, 2025

VIA EMAIL TRANSMISSION

GOLDEN GEM COMMUNITY DEVELOPMENT DISCTRICT
c/o Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
E-Mail: Alyssa.Willson@kutakrock.com

CITY OF APOPKA
Attn: Blanche W. Sherman, City Administrator
120 E. Main Street
Apopka, FL 32703
E-mail: bsherman@Apopka.net

Re: **Roadway Funding Agreement for West Kelly Park Road Interchange between the City of Apopka ("City"), Kelly Park VB Development, LLC ("KPVB"), Golden Gem Investments, LLC and Galvin-Harris Land Services, LLC dated June 21, 2023 and recorded July 6, 2023 as Document No. 20230378714 in the Public Records of Orange County, Florida, as amended (collectively, the "Agreement")**

Ladies and Gentlemen:

As you know, KPVB is named as a Co-Developer under the above-referenced Agreement. Capitalized terms not otherwise defined in this letter have the meanings ascribed thereto in the Agreement.

Pursuant to Section 5.b.i.1. of the Agreement, as amended by the First Amendment thereto, KPVB is obligated to fund the sum of $6,750,000.00 into the KPI Roadway Account established for the KPR Widening. The Initial Funding Date required for that payment pursuant to the Agreement, as amended by the First Amendment, is February 1, 2025. Since that is a Saturday, the City has confirmed that funding is to occur on Monday, February 3, 2025.

The Golden Gem Community Development District ('CDD") was established for the purpose of financing and managing the acquisition, construction, installation, maintenance and operation of the major infrastructure within and without the boundaries of KPVB's Wyld Oaks project, and several of the parcels therein have been dedicated to the CDD for this purpose. The foregoing payment required from KPVB is eligible for payment by the CDD, as a result of which KPVB and the CDD have agreed that KPVB's obligation for that payment should be assigned to and assumed by the CDD. Pursuant to Section 7.q of the Agreement, the assignment of any obligation of a Co-Developer under the Agreement requires the consent of the City, not to be unreasonably withheld.

The purpose of this letter is to evidence that KPVB hereby assigns the aforesaid funding obligation to the CDD, that the CDD hereby assumes that obligation, and that the City hereby consents thereto. The provisions of this letter shall also apply to any other CDD eligible Prefunding Obligations of KPVB which may be required pursuant to the Agreement.

If you are in agreement with the foregoing, please sign, date and circulate a scan of this letter to all parties in order to evidence same.

Your cooperation and assistance are appreciated.

Very truly yours,

KELLY PARK VB DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Kevin Barry, Manager

AGREED TO THIS 3rd DAY
OF February, 2025

GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT

By: _____
~~Craig Linton, Chairman~~
HM RIDGELY, VICE CHAIRMAN

AGREED TO THIS 3 DAY
OF February, 2025

CITY OF APOPKA

By: _____
Name: City Administrator J
Title: Jacob J Smith

cc: Apopka City Attorney Cliff Shepard, Esq. - Via email to cshepard@shepardfirm.com
Kelly Park VB Development, LLC (Attn: Tylor Edwards) - Via email to tedwards@Doubleb-development.com
Tara L. Tedrow, Esq. – Via email to Tara.Tedrow@lowndes-law.com
Gary M. Kaleita, Esq. – Via email to Gary.Kaleita@lowndes-law.com

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Rec Fee: $384.00
Deed Doc Tax: $0.00
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CITY OF APOPKA CITY CLERK

Prepared by and return to:

The Grosshans Group
Attention: Jacob Schumer, Esq.
884 S. Dillard Street
Winter Garden, FL 34787

ROADWAY FUNDING AGREEMENT FOR WEST KELLY PARK ROAD

Kelly Park VB Development LLC, Golden Gem Investments, LLC & Galvin-Harris Land Services, LLC

THIS FUNDING AGREEMENT (the "**Agreement**") is made and entered into effective as of the Effective Date (as defined herein), by and between **THE CITY OF APOPKA, FLORIDA,** a political subdivision of the State of Florida (the "**City**"), by and through its City Council, the governing body thereof, and **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company qualified to do business in the State of Florida , ("**Kelly Park VB**") whose address is 660 Beachland Blvd, Suite 301, Vero Beach, FL 32963, **GOLDEN GEM INVESTMENTS, LLC**, a Florida limited liability company, whose address is 400 N. Ashley Dr., Suite 700, Tampa, FL 33629 ("**GGI**"), and **GALVIN-HARRIS LAND SERVICES, LLC**, a Florida limited liability company ("**Galvin**"), whose address is 121 Snell Isle Blvd., St. Petersburg, FL 33704 (Kelly Park VB, GGI and Galvin also are referred to herein as the "**Co-Developers**" and each may be referred to herein as a "**Developer**" where the context requires), with reference to the following matters:

RECITALS

A. The City is currently expecting rapid development of the Kelly Park Interchange area ("**KPI**") shown in Appendix A of the City's Code of Ordinances (the "**Code**"), specifically such KPI area lying west of Plymouth-Sorrento Road ("**KPI West**," as depicted in **Exhibit A**) and expect the area to require significant improvements to its roadway network.

B. The City has completed a Kelly Park Road Corridor Study (the "**Study**"), available in the office of the City Clerk, which concluded that portions of West Kelly Park Road from Golden Gem Road to Jason Dwelley Parkway should be increased from a two-lane to a four-lane road, with other portions of West Kelly Park Road requiring other improvements.

C. In order to provide the roadway improvements required for the commencement of respective portions of development within the KPI, the Co-Developers and the City mutually desire to enter into this Agreement to facilitate the KPI Master Roadway Plan, attached hereto as **Exhibit A-1** (the "**Plan**").

D. The Co-Developers and the City mutually desire enter this Agreement, to enable funding for the improvements contemplated by the Plan, with Co-Developers agreeing to be bound

by this Agreement for the mutual benefit of orderly construction of the roadway improvements and for the Transportation Credits, as defined below, which will be awarded for funds invested into the Improvements by said Co-Developers.

E. The City and Co-Developers expect the development of the KPI to require the City to obtain a significant number of rights-of-way, easements, and other real property interests ("**Real Property Rights**"), and to achieve development, Co-Developers agree to convey such Real Property Rights to the City as described herein.

F. With respect to any parcels within KPI West ("**KPI Parcels**") listed on **Exhibit B** attached hereto, this Agreement shall be immediately applicable thereto. However, this Agreement shall also apply to KPI Parcels later acquired by any Developer, or its related entities, as provided below.

G. The City desires to ensure timely funding for the expansion and improvement of West Kelly Park Road as indicated by the Study by securing commitments to provide funds in the form of direct payments or impact fees from Developers.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, the City and the Developers agree as follows:

AGREEMENT

1. **Recitals & Exhibits**. The above recitals are true and correct, and together with all exhibits hereto, are incorporated by reference herein and made a part of this Agreement.

2. **Intent & Purpose.** It is the intent and purpose of this Agreement to induce the Co-Developers to fund, design, permit and construct certain KPI roadway projects, in exchange for certain Transportation Credits (as defined herein). Consequently, this Agreement provides for (i) certain procedures that will enhance the development feasibility of the KPI and facilitate future regulatory approvals and permit issuance, (ii) specifically identified Developer commitments for certain roadways to support the KPI; and (iii) the process for funding the costs for the designated public roadway improvements and for the verification, issuance and use of the applicable Transportation Credits.

3. **Designated KPI Parcels; Public Infrastructure Permitting**.

   a. **Designated Parcels; Applicability**. The KPI Parcels which shall be governed by this Agreement (the "**Designated Parcels**") and their respective, contemplated entities are set forth on **Exhibit B**. The listed Owner(s) are either fee simple record owners or contract purchasers having authorization to enter this Agreement for the respective Designated Parcel. As stated above, this Agreement shall further apply to any parcel within KPI West that is within the City or is annexed into the City and acquired by a Co-Developer or an affiliated or related entity upon the Co-Developer (each, an "**Additional Parcel**") for which a Co-Developer (1) provides a written request to the City, which the City Administrator or designee may approve or deny within their discretion, provided that the approval by the City of the addition of parcels by a Co-Developer designated on **Exhibit B-1** shall not be

withheld by the City, absent an uncured breach of this Agreement by the applying Co-Developer and (2) records a memorandum in the public records of the relevant parcel establishing that this Agreement applies to that parcel. The request to the City shall include a copy of the recorded deed or other recorded document, as well as any other evidence necessary to establish the authority to bind the Designated Parcels to this Agreement. Upon the approval by the City of an Additional Parcel to be added to this Agreement by a Co-Developer, such Additional Parcel shall become a Designated Parcel. Co-Developers shall not have the right to approve the addition of Additional Parcels to this Agreement by another Co-Developer.

b. **Approvals and Permits.** The City of Apopka shall accept and process in the normal course of business pursuant to the City's Code all applications for approvals, permits, and permit modifications reasonably necessary for the design, permitting and/or construction of any public roadways covered by this Agreement, and the City is not obligated by this Agreement to provide any form of expedited or special consideration to applications of Co-Developers.

4. **KPI Roadway Master Plan; Kelly Park Road Widening; Phasing Plan.**

a. **Kelly Park Road Widening:** The City, or a consenting party designated by the City (the "**Designated Constructing Party**") shall be responsible for the construction and signalization of the widening of Kelly Park Road as depicted in the Plan and as described in the Study ("**KPR Widening**").

i. The design of the KPR Widening is to be completed by Galvin, pursuant to separate agreement with the City, and such design shall be completed within fifteen (15) months of the Effective Date. The deadlines for KPR Widening construction stated herein shall be tolled for any amount of time that the KPR Widening design remains pending past this deadline.

ii. The City or Designated Constructing Party shall commence construction by the later of **January 1, 2025**, or 60 days after the City has acquired all right of way ("**ROW**") and easements necessary to construct the KPR widening, whichever occurs later.

iii. The City or Co-Developer or Designated Constructing Party shall make reasonable efforts to acquire necessary ROW and easements from third party property owners, including through the use of eminent domain by the City, as described in Section 6; provided any inability or failure to acquire ROW for the KPR Widening will not slow down or prevent the ability for any Co-Developers to pull permits or commence site work on their respective properties as typical under the City Code.

iv. The failure of the City, Galvin or Designated Constructing Party to meet the deadlines for the KPR Widening stated above shall not slow down or prevent any other Co-Developer from obtaining permits or certificates of occupancy when such permit or certificate of occupancy would ordinarily be issued under the City's Code.

v. The timelines provided above are contingent on Co-Developers providing funding for the KPR Widening as described in Section 5(b) below.

vi. Co-Developers shall convey all Real Property Rights located within the Designated Parcels to the City as necessary for the KPR Widening as described in the Study, including for drainage ponds; provided, however, the **Exhibit B** parcels owned or under contract by Kelly Park VB shall be obligated to dedicate Real Property Rights, including ROW fronting their parcels on Kelly Park Road and Golden Gem Road, pursuant to an anticipated separate agreement with the City regarding Kelly Park VB's obligations to construct roadway improvements internal to such parcels (the "**KPVB Agreement**").

1. The locations of the drainage ponds are set forth on the drainage pond plan on file with the City and provided to the Co-Developers on June 10, 2023 (the "**Pond Plan**"), the receipt of which each Co-Developer hereby acknowledges. A Co-Developer may change the location of a drainage pond to another location upon providing evidence sufficient to the City Administrator or designee that such location does not negatively affect the drainage system for the KPR Widening. Co-Developers may cooperate in changing the location such that a drainage pond is placed on another consenting Co-Developer's or third party's property.
2. The Co-Developers shall convey such Real Property Rights within 60 days of receiving written notice from the City that such rights are necessary to achieve the KPR Widening. The City may extend this deadline as necessary for a Co-Developer to take reasonable efforts to establish clear title to the Real Property Rights to be conveyed, which extension shall not be unreasonably denied. This section shall not be read to prevent the earlier conveyance of Real Property Rights as provided by any separate agreement.

b. **Golden Gem Improvements**: The City is responsible for the design, permitting, construction, signalization and/or widening of Golden Gem Road south of West Kelly Park Road, as depicted in the Plan ("**Golden Gem Improvements**").

i. Upon having sufficient funds within the KPI Roadway Account, as defined in Section 5(a), following 1) completion of the KPR Widening and 2) reimbursing Co-Developers as provided in Section 5, it is the City's intention for the City or Designated Constructing Party to commence and construct the Golden Gem Improvements upon having sufficient funds within the KPI Roadway Account following completion of the KPR Widening.

ii. Nothing herein shall impose any contractual obligation on the City or Designated Constructing Party to perform work on the Golden Gem Improvements on any specific timeline, or to prevent the City from entering into a separate agreement with any party to perform or contribute towards the Golden Gem Improvements.

c. **Developer Obligations for Designated Roads; Subsequent Revisions.** In addition to the KPR Widening, the City and the Co-Developers have agreed on

certain roads, identified in the Plan, which will require either original construction or construction of improvements alongside the development within the KPI (such roads being labeled on the Plan and referred to herein as "**Designated Roads**"; alternatively described herein as "**Designated Road Projects**"). For the sake of clarity, Designated Parcels which only front those roads labeled "Road Part of Plan" (and as colored in blue on the Plan), and which do not connect to or abut a Designated Road would not be subject to the requirements herein for DEP&C of a Designated Road.

i. Any Co-Developer that applies for any development permit or approval related to a Designated Parcel, which either directly abuts a Designated Road or utilizes a Designated Road for direct access into the Designated Parcel shall be required to design, engineer, permit and construct ("**DEP&C**") such Designated Road Projects, including any signalization, lighting, stormwater improvements, and any other improvements necessary such that the Co-Developer turns over to the City a completed road built to City standards under the Code in a "turnkey" fashion.

1. The approval of any of the following applications for a Designated Parcel shall trigger the obligation to DEP&C a Designated Road and associated signalization discussed herein:
    a. Final subdivision plat, including any revisions to a previously approved or existing subdivision or plat.
    b. Planned unit development.
    c. Preliminary development plan.
    d. Final development plan.
    e. Rezoning.
    f. Site plan.
    g. Substantial change in any of the above.
2. If any Co-Developer has doubts as to whether a pending application will trigger the obligation to DEP&C a Designated Road as provided herein, Co-Developer may send a written request to the City for a determination of the City's position as to whether the approval of the application would trigger such obligation, and the extent of such obligation. The City shall respond to such request within thirty (30) days.
3. The obligation to DEP&C a Designated Road shall apply to the portion of the Designated Road, as described in the Plan, that (1) directly abuts the Designated Parcel being developed, and (2) is utilized for access to Kelly Park Road by the Designated Parcel being developed.
4. This requirement shall not apply where (1) another Co-Developer has a pending or approved application which utilizes the same road for access, or (2) a property owner not party to this agreement has a pending application to the City which would require the construction of the same Designated Road, in which case said nonparty applicant shall be required to construct

the road as typical under City procedures. Notwithstanding this exception, Developers understand no applications which utilize a Designated Road for access will be approved until a Developer or third party has made a binding commitment to build the Designated Road by approval of an application.

5. Should a pending application which relieves a Developer from the obligation to construct a Designated Road be withdrawn or denied, the City shall provide written notice to any Developer whose obligation under this section had been relieved by the pending application, at which time the Developer shall be obligated to build the Designated Road as otherwise provided by this Agreement.
6. This section shall not be read to prevent a Developer from voluntarily constructing a Designated Road with the approval of the City.

ii. Upon approval of any application which triggers a Developer's obligation to construct or improve a Designated Road, the responsible Developer shall adhere to the following timeline for construction:

1. **Design Phase**: Twelve months from the date of approval to complete the design of the Designated Road improvement.
    a. The firm(s) selected to design and engineer the Designated Road Project shall be subject to the approval of the City Administrator or designee without the requirement for competitive bidding in accordance with F.S. § 287.055; provided that Kimley-Horn and Associates, Inc. and Poulos & Bennett, LLC have all been approved by the City.
2. **"Property Acquisition Phase"**: Six months from the date of completion of the design to acquire necessary Real Property Rights for the Designated Road improvement, as described in Section 6.
    a. This deadline may be paused pursuant to Section 6.
    b. Except as otherwise set forth herein, the Co-Developers shall donate, at no cost to the City, any Real Property Rights necessary to construct any Designated Road, regardless of whether they are responsible for that specific Designated Road. However, a Co-Developer may change the location of a drainage pond as depicted in any design or engineering associated with a Designated Road to another location upon providing evidence sufficient to the City Administrator or designee that such location does not negatively affect drainage or otherwise negatively affect the public interest. Co-Developers may cooperate in changing the location such that a drainage pond is placed on another Co-Developer's or third party's property. However, in no

event shall the rights-of-way required to be conveyed exceed the minimum width required to build a Designated Road to the standard set out by the City Code.

c. Except as otherwise set forth herein, a Co-Developer shall convey any Real Property Rights necessary to construct a Designated Road, as described in subsection (b) above, within 60 days of receiving written notice from the City and/or a Co-Developer (provided the City confirms the Co-Developer's notice is accurate if such confirmation is requested by any party) that such rights are necessary to complete the Designated Road Project. The City may extend this deadline as necessary for the Co-Developer to take reasonable efforts to establish clear title to the Real Property Rights to be conveyed, which extension shall not be unreasonably denied. The deadline for the Property Acquisition Phase shall be tolled during such extension.

d. Should the City determine, at its sole discretion, that the costs associated with acquiring the necessary Real Property Rights are greater than the City would consider advisable, the City shall amend the Plan to eliminate the Designated Road. In such a case, the Co-Developer shall retain any Credits for costs incurred.

3. **Construction and Permitting Phase**: Eighteen months following approval of construction plans and the acquisition of all necessary ROW and easements to complete construction of the Designated Road improvement as described in this Agreement.

4. The final design of any Designated Road must generally adhere to the Plan and shall be subject to the approval of the City Administrator or designee, which shall not be unreasonably withheld. The Co-Developer and any firm(s) designing any Designated Road shall reasonably cooperate and communicate with the City to ensure continued agreement on road design.

iii. Costs associated with DEP&C of the Designated Road improvements are subject to Transportation Credits as described in Section 5.

iv. Prior to the commencement of construction on a Designated Road Project, the responsible Co-Developer or its designee shall provide a security through either (a) a performance and payment bond from an A-rated surety in the amount of 110 percent of the estimated total cost of the Designated Road, or (b) any other financial assurance in the amount of 110 percent of the estimated total cost of the Designated Road deemed acceptable by the City Administrator or designee.

v. Upon approval of any application which triggers an obligation to construct or improve a Designated Road under this Agreement, that

obligation shall treated as associated with the parcel for which the application was sought, and any third-party purchaser shall be treated as a separate party to the Agreement for the purposes of performing their obligations associated with the Designated Road. Thus, the failure of the third-party purchaser to adhere to its obligations to construct the Designated Road shall not prevent any Co-Developer from obtaining approvals, permits and certificates of occupancy as typical under the City's Code, and the failure of any Co-Developer to adhere to any obligation under this Agreement shall not prevent the third-party purchaser from obtaining approvals, permits and certificates of occupancy as typical under the City's Code.

vi. A Co-Developer may request that the City confirm release of a Designated Parcel or properly subdivided parcel thereof from this Agreement (a "**Release Request**") by providing written notice to the City of their request to release the parcel. The Release Request shall granted if (1) the Prefunding Obligations, as defined herein, have been satisfied by the relevant Co-Developer, or the parcel has been released from such Prefunding Obligations pursuant to a Relief Request under Section (5)(b); (2) the Designated Roads required to be constructed for the parcel as provided under Section 4(c), if any, have been completed, and (3) all Real Property Rights required to be dedicated or donated under this Agreement from the parcel has been dedicated or otherwise conveyed to the City. Within thirty (30) days after receiving the Release Request of Developer, the City shall execute an instrument in recordable form acknowledging the completion of obligations under this Agreement, identifying the parcel being released, or otherwise provide a written explanation for denial of the Release Request. The Co-Developer shall be entitled thereafter to resubmit a Relief Request addressing or correcting any matter which was a reason for a denial.

vii. The City may enter into agreements with individual Co-Developers regarding the construction of Designated Roads, so long as such agreements are consistent with the requirements set forth in this Section.

viii. Should a Co-Developer fail to perform any of the above duties regarding a Designated Road, the City, at the City Administrator's option, may utilize KPI Roadway Account funds to assume the duties required by this Agreement on such Designated Road; a co-Developer may also exercise self-help remedies as described in Section 4(f) below. Utilization of such remedies shall not preclude the City from seeking injunctive or monetary relief as otherwise allowable by law and this Agreement.

d. **Deadline Extensions**. Upon request from the responsible entity (i.e. the Co-Developer performing DEP&C on a Designated Road), the deadlines for the KPR Widening and Designated Road Projects may be extended for up to six (6) total months at the discretion of the City Administrator or designee, which shall not be unreasonably denied. Any extensions greater than six (6) total months may be granted by the City Council.

e. **Plan Amendments**. Prior to the issuance of permits by the City for such work, the specifications and exact location of the KPR Widening and Designated Roads as depicted in the Plan are subject to change by the City with written notice, provided that the functionality of the Plan is not adversely impacted by such modifications, as reasonably determined by the City Administrator or his/her Designee. However, upon the City (1) approving any site plan or plat depicting a location of a Designated Road and (2) a Co-Developer commencing the Design Phase for such Designated Road, the City may not amend the Plan to relocate the Designated Road except with the approval of the relevant Co-Developer. Should a Co-Developer desire to amend the Plan, the Co-Developer shall give notice of the request to the City and all Co-Developers along with a justification for the amendment to the Plan. The City shall allow at least thirty (30) days for objections from other Co-Developers prior to any decision to amend the Plan. However, Designated Roads may not be added or removed from the Plan without the written consent of all parties to this Agreement except as provided by Section 5.

f. **Self-Help**. With respect to any Designated Road identified by this Agreement or subsequently designated as authorized above, a Co-Developer shall have the right upon thirty (30) days' prior written notice to the City and the other Co-Developers to assume responsibility for funding, design, permitting and construction thereof in the event (i) the Co-Developer originally assigned such project fails to pursue same as required by this Agreement or (ii) the Designated Road otherwise becomes necessary to serve another KPI Parcel at an earlier date, due to actual project development sequencing within the KPI. Should a Co-Developer utilize this right to assume control of a Designated Road Project which is in progress and in compliance with this Agreement, the Co-Developer assuming control waives the right to any impact fee credits for the phase in progress unless the (1) Co-Developer assuming the phase, (2) the previously responsible Co-Developer and (3) the City agree in writing to prorated share.

g. **Designated Road Bidding Requirements.** Except to the extent provided for to the contrary herein, the responsible Co-Developer, in performing its obligations to DEP&C a Designated Road, shall comply with the bidding procedures set forth in either (i) the City of Apopka's procurement process, as amended by the City from time to time, (ii) the required bid procedures for a CDD pursuant to Florida Statutes as amended from time to time, and subject to City approval thereof, or (iii) such other public bidding process as approved by the City Administrator or his designee, which complies with general state and federal law. The Co-Developer shall retain full control of all bids and determinations regarding bidder qualification and determination of the qualified lowest bidder for any Co-Developer. Similarly, the following qualified construction companies have undergone a solicitation and review of bids and shall be permitted to construct and complete any transportation improvements that a Co-Developer is responsible for constructing under this Agreement without the requirement for competitive bidding in accordance with F.S. § 287.055: Blue Ox Enterprises, LLC, Boykin Construction, Inc.,WLW Construction, Inc, The Briar Team, LLC and Jon M. Hall Company, Inc.

5. **<u>Funding Process; KPI Transportation Impact Fee Credits.</u>**

a. **KPI Roadway Account.** The City shall establish a segregated account for the transportation impact fees paid and funding provided by the Co-Developers pursuant to this Agreement for the exclusive purpose of funding the roadway projects within the Kelly Park Interchange (the "**KPI Roadway Account**"), including any costs of administration of such roadway projects. The funds deposited into the KPI Roadway Account shall not be commingled with any other City funds, except for the funds (1) contemplated under the anticipated KPVB Agreement and (2) contemplated under the agreement, as amended, between the City and Kelly Park Land Investments, LLC, Harriskp, LLC, and Galvin Land Services, LLC and recorded at Orange County Doc. #s 20220474291, 20230100263 and 20230019619 ("**KPP Agreement**"). All transportation impact fees generated by development of KPI Parcels shall be deposited into the KPI Roadway Account.

   i. Notwithstanding anything to the contrary in this Agreement, the funds provided to the City pursuant to the KPP Agreement, including any funds kept in the KPI Roadway Account, may be utilized for the purposes provided within said KPP Agreement, including through requests for release of funds for approved costs as provided by Section 18 of the KPP Agreement.

b. **Prepayment of KPR Widening**. Co-Developers agree to pre-fund the KPR Widening as described in this Section.

   i. Co-Developers shall fund, or cause to be funded, the KPI Roadway Account as described as follows:

      1. According to the funding breakdown set forth below, the Co-Developers shall, through either direct payment or through payment of transportation impact fees in the KPI as they come due, deposit or cause to be deposited into the KPI Roadway Account at least fifteen million dollars ($15,000,000.00)(the "**Initial Funding**") by August 1, 2024 ("**Initial Funding Date**"), and, subject to the limitation of the Developer Caps, as defined below, twenty million dollars ($20,000,000.00) (the "**Total Funding**") by January 1, 2026 ("**Total Funding Date**"). Each Co-Developer's respective obligation to prefund the KPR Widening is described as follows:

         a. Impact fees paid by subsequent third-party purchasers shall be treated as paid by the predecessor Co-Developer. Impact fees paid pursuant to the development of parcels identified in blue in **Exhibit B-2** (the "**Galvin Predecessor Parcels**", controlled by Galvin but held by DFC Kelly Park LLC, PRM Apopka/Kelly Park Owner LLC, and DHIC, LLC, shall be credited as paid by Galvin, and such impact fees shall be deposited into the KPI Roadway Account as if a part of this Agreement. Except as described in this subsection and Section 5(a), the Galvin Predecessor Parcels shall not be affected by or associated with this Agreement.

b. The Initial Funding should be allocated as follows:
   i. Galvin shall be responsible for payment of six million seven hundred fifty thousand dollars ($6,750,000.00), of which two million seven hundred seventy thousand seventy-one dollars ($2,770,071.00) for Kelly Park Road Improvements covered by the KPP Development Agreement will be applied towards this payment;
   ii. Kelly Park VB shall be responsible for payment of six million seven hundred fifty thousand dollars ($6,750,000.00); and
   iii. GGI shall be responsible for payment of one million five hundred thousand dollars ($1,500,000.00).

2. Funding of the cost of the KPR Widening in excess of the Initial Funding amount (the "**Additional Funding**," with the Initial Funding, Additional Funding and Total Funding obligations together being referred to herein as "**Prefunding Obligations**") shall be paid by each Developer in proportion to the acreage of Additional Parcels added by each Developer to this Agreement up to the Developer Cap, as defined below. Amounts due as Additional Funding shall be determined based on the calculation below sixty (60) days prior to the Total Funding Date (the "**Calculation Date**", and shall be due by the Total Funding Date. Attached to this Agreement as **Exhibit B-1** is a preliminary listing of the parcels contemplated to be added by the Developers to this Agreement, which properties become "Additional Parcels" for purposes of this section upon annexation of such parcels by the City, rezoning of such parcels by the City to the MU-KPI designation and designation of such parcels for addition to this Agreement by a Developer in accordance with the requirements of Section 3(a) above. The amount of the Additional Funding for which each Developer shall be responsible (the "**Developer Cap**") shall be equal to the product of (i) $5,000,000.00 and (ii) a fraction, the denominator of which is the total acreage of the Additional Parcels, as listed on **Exhibit B-1,** as increased by the acreage of Additional Parcels added to this Agreement that are not listed on **Exhibit B-1** and the numerator of which is the total acreage of the Additional Parcels that such Developer adds to the Agreement. Any Co-Developer which adds an Additional Parcel following the execution of this Agreement shall, within ten (10) days after the Calculation Date, provide written notice to the City and all Co-Developers of the amount of Additional Funding it considers due on its own behalf.

3. If and to the extent the Additional Funding requirement exceeds the sum of the Developer Caps applicable to all Co-Developers, such excess shall be paid in accordance with the procedure outlined in Section 5(b)(i)(3) below. The $20,000,000.00 amount described above is meant to represent the entire funding necessary to construct the KPR Widening, including acquisition of Real Property Rights necessary for such construction.
4. Should the City determine that the amount of the Initial Funding plus the sum of all Developer Caps is insufficient to complete the KPR Widening, the City shall provide written notice of such increase in estimated costs to all Co-Developers. The written notice shall be supported by specific information justifying the increased estimate. For the avoidance of doubt, none of the Developers shall have the obligation to participate in the funding over their respective obligations to fund the Initial Funding or the Additional Funding up to the applicable Developer Cap, as stated above.
    a. Co-Developers shall respond in writing to such notice within thirty (30) days, either by agreeing to the increased amount or objecting to the inaccuracy or lack of information supporting the increased cost estimate.
    b. If no Co-Developers object to the increased estimate, the KPR Widening funding obligation for the Total Funding Date shall be increased to the updated amount, with each Co-Developer being responsible for a proportionate percentage share of such funding based on a per-acre basis for property subject to this Agreement.
    c. Should one or more Co-Developer object to the increased estimate, one or more other Co-Developer shall have the option to resolve the objection by assuming the objecting Co-Developer's obligation for the noticed increased share of costs.
    d. Should the City be unable to resolve objections to the increased amount, either with the objecting Co-Developer(s) or by securing commitment from another Co-Developer as described above, the City may either terminate this Agreement or proceed with the expectation of securing alternative funding for the excess costs of the KPR Widening.

ii. Should any Co-Developer sell or convey any Designated Parcel (or portion thereof) to one or more third parties prior to the completion of the KPR Widening, the Co-Developer and any direct or subsequent purchaser shall be jointly and severally responsible for the Co-Developer's funding obligations pursuant to this Section 5(b). Any transportation impact fees paid based on the development on the sold parcel shall be credited towards the selling Co-Developer's funding

obligations as if still owned by the Co-Developer. Nothing in this provision shall be read to prohibit a Co-Developer from entering an agreement with such a third party to hold the third party harmless from obligations under this Agreement.

1. A Co-Developer may relieve a third-party purchaser from their prefunding obligation under this Section 5(b) relating to a specific parcel (a "**Relief Request**") by (1) providing written notice to the City of their intention to relieve the specific parcel of their prefunding obligation, and (2) following confirmation by the City, paying an amount equivalent to 100% of transportation impact fees associated with that specific parcel, as determined by its approved uses, as described below.
    a. The written notice shall include the description of the parcel to be relieved, the amount of transportation impact fees expected be generated by the parcel, and the regulatory action on which the impact fee calculation was based. The City shall notify the Co-Developer of the City's approval or denial of the Relief Request within thirty (30) days of receipt. If denied, the City's notice to the Co-Developer shall include an explanation of the reason for the denial. The Co-Developer shall be entitled thereafter to resubmit a Relief Request addressing or correcting any matter which was a reason for a denial. Approvals shall be valid for a period of ninety (90) days (which may be extended by another ninety (90) days if approved by the City Administrator or its designee), after which period if payment has not been made, a new Relief Request will be required if the Co-Developer wishes to pursue same.
    b. Relief Requests are only available if (1) the parcel is subject to a site plan, final development plan, or other similar regulatory approval establishing a certain amount of transportation impact fees to be owed, and (2) the remaining Designated Parcels owned by Co-Developer have an appraised market value, according to the Orange County Property Appraiser or any other appraisal reasonably acceptable to the City, greater than the Co-Developer's remaining Initial Funding obligation under Section 5(b).
2. Payment for a Relief Request is not considered a payment of impact fees, but rather a contractual method of determining the amount of funding necessary to satisfy the specific parcel's obligation to contribute to the funding of the KPR Widening. Funds from a Relief Request will be treated as funds provided as part of KPR Widening prepayment under Section (5)(b). The Co-Developer providing funds for a Relief Request shall receive

Transportation Credits for the payment made pursuant to Subsection (5)(b)(ii)(1) above, which Credits may be assigned to the third-party purchaser as otherwise provided by this Agreement.

3. Such impact fees shall be paid based on the 2023 Impact Fee Schedule as defined below, or any impact fee or mobility fee schedule adopted subsequent to the 2023 Impact Fee Schedule, if such a schedule is so adopted.
4. After the City has received payment for an approved Relief Request, the City shall execute and record a Partial Release of this Agreement releasing the applicable parcel from the prefunding obligations under this Section 5(b).

iii. Co-Developers shall be entitled to reimbursement through Transportation Credits for 100% of contributions to this KPR Widening pre-funding, except that payment of transportation impact fees as they come due shall not create an additional entitlement to Transportation Credits. Any reimbursement of Transportation Credits as set forth herein shall be subject to the following constraints as agreed upon by the Co-Developers:

1. The priority of the allocation of cash reimbursements for Transportation Credits to the Co-Developers pursuant to Section 5(d) shall be as follows, notwithstanding anything to the contrary in the KPP Agreement or any other agreement which any party hereto has entered into with the City,: (i) first, to Kelly Park VB and Galvin for the Credits attributed to their Designated Parcels listed on **Exhibit B**, (ii) second, to GGI for Credits attributed to its Designated Parcel listed on **Exhibit B** and (iii) third, to the Developers, pari passu, for the Credits attributed to the Additional Parcels listed on **Exhibit B-1** that are made Designated Parcels under the terms of this Agreement.
2. Any remaining Transportation Credit reimbursements under this Agreement shall be paid on a first come first served basis, as described in Section 5(d).

iv. The timelines for construction of the KPR Widening discussed in Section 4 above shall be tolled for any time that Co-Developers have not deposited funds into the KPI Roadway Account as required by this Section.

v. Reflecting the damages from delay from KPR Widening, which are not readily ascertainable, should any Co-Developer fail meet its respective prefunding obligations as set out in Section 5(b) above, subject to its cure opportunities set forth in Section 7(d) hereinbelow, said Co-Developer shall be obligated to pay transportation impact fees by a rate increased by 20% for each dollar that remains due at the time that the Co-Developer fails the obligation.

1. For example, should a Co-Developer be obligated to provide $5,000,000.00 to the KPI Roadway Account by January 1, 2026,

but only provides $4,000,000 by that date, such Co-Developer shall be contractually liable for $200,000 in liquidated damages, collected through 20% increased transportation impact fees on the next $1,000,000 in impact fees paid for projects on Designated Parcels associated with that Co-Developer.

2. This increased transportation impact fee rate shall be considered an alternative method of collecting contractual liquidated damages and shall not be governed by Florida law regarding impact fees.
3. This method of charging a 20% increased transportation impact fee shall be in addition to other methods of collecting money owed for KPR Widening and shall not prevent the City from seeking the funding or these liquidated damages in a Court of competent jurisdiction or other legal method of collection.

vi. The liquidated damages provision set forth in subsection (iv) above shall not apply when, notwithstanding the individual Co-Developer's failure to meet its prefunding obligations, the KPI Roadway Account has the total funding contemplated by Section 5(b) above by the Funding Deadline dates.

vii. Should all of the Co-Developers collectively fail to meet either the Initial Funding or Total Funding requirements for a continuing period of six (6) months, the City may terminate this Agreement with written notice to Co-Developers.

c. **KPI Transportation Development Fee Credits; Use and Assignment.** As a material inducement for the Co-Developers to enter into this Agreement, and as authorized by Section 22-57 of the City's Code, the City agrees that the Co-Developers (or their designee in their sole discretion) shall receive Transportation Impact Fee Credits (the "**Transportation Credits**" or "**Credits**") in the circumstances described above.

i. The Co-Developers and their respective designee(s) shall be allowed to use and/or assign the Transportation Credits (1) against applicable Transportation Impact Fees for any KPI Parcel; (2) for private sale and assignment to any other KPI owners, developers, builders, CDDs, or other persons or entities within KPI not included within this Agreement, in the sole discretion of the Co-Developer or its designee(s); or (3) for reimbursement of costs as provided in this Section 5.

ii. To be eligible for reimbursement through the Credits for work performed on a Designated Road as provided by Section 4, Co-Developer shall submit a proposal of expenditures (each, a "**Cost Proposal**") to the City for prior approval by the City Administrator or his designee before incurring said expenditures (except for such previously incurred approved expenses and contracts with outside contractors as set forth herein). Such Cost Proposals, when established as reasonably necessary or prudent for the construction of a Designated Road, shall not be unreasonably denied.

1. Designated Road costs eligible for reimbursement through the Credits shall include, without limitation, costs of design, engineering, permitting, utilities, stormwater retention, third-party property acquisition as described in Section 6 and construction. Attorneys' fees and administrative costs shall not be eligible for Credits.
2. Such Cost Proposals shall include sufficient documentation establishing that each proposed cost is reasonably necessary for the completion of the relevant Designated Road.
3. The City shall approve, approve in part, or deny a Cost Proposal in writing within thirty (30) days; provided, however, that to the extent a proposed cost is a design, engineering, or permitting cost within the scope of and addressed by the most recent version of the "Design Staff Hour Estimation Guidelines" and/or the "PD&E Staff Hour Estimation Guidelines" published by the Florida Department of Transportation, (the "**FDOT Standards**"), then the City will rely on such FDOT Standards if application of such FDOT Standards would be reasonable, practicable, and applicable.

iii. Credits to which a Co-Developer has become entitled pursuant to this Agreement shall be awarded to such Co-Developer by City within thirty (30) days following City's receipt of a request for Credits from such Co-Developer (each, a "**Credit Application**").

1. With each Credit Application, each submitting Developer shall also provide City documentation as may be reasonably necessary or reasonably requested by City to substantiate such submitting the Developer's entitlement to Credits pursuant to this Agreement and/or the amount of such Credits claimed by such Application; as well as all information and/or documentation described in Section 22-57(f) of the City's Code.
2. Credits awarded pursuant to a Credit Application shall be awarded for incurred costs.
3. Developer shall be allowed to submit a Credit Application at various stages in the DEP&C of a Designated Road; provided, however, that no Credit Application shall be submitted to City sooner than ninety days (90) following the submittal of an earlier Credit Application for the same Designated Road.
4. A Credit Application shall not be required for a Co-Developer to be entitled to Credits for providing payment towards the KPR Widening or for property acquisition under Section 6, which shall automatically be awarded by the City upon the funds being provided by Co-Developer along with written notice for the explanation for the payment as intended for the KPR Widening or property acquisition.
5. The City may withhold approval of any Credit Application where the Co-Developer is out of compliance with the deadlines

established in Section 4 until successful completion of each phase.

iv. **Credit Registry**. Upon the City awarding Credits pursuant to a Credit Application or receipt of KPR Widening funding, the City Administrator or designee shall log such approval or funding in a Transportation Impact Fee Credit Registry (the "**Registry**") and provide confirmation of such award to the applicable Co-Developer. The Registry shall keep a chronological log of Credits awarded, with each approved Credit Application and each instance of KPR Widening prefunding receiving a separate entry. The Registry shall treat Credits awarded as assigned to the Co-Developer rather than any assignee, designee, or agent of the Co-Developer.

v. The Credits cannot be used for any purpose other than offsetting transportation impact fees assessed by City and cannot be converted to U.S. currency or any other form except as provided in **Subsection** (d). The Credits are not applicable towards any other City of Apopka fee, connection fee or other charge other than impact fees for transportation. The Credits awarded hereunder expire twenty (20) years after award.

vi. The City may, at its discretion, hire one or more contractors to determine the appropriateness of Cost Proposals and Credit Applications submitted under this Agreement. Costs for such contractors may be paid for using funds from the KPI Roadway Account.

vii. The City shall, on a quarterly basis, provide a written report to the Co-Developers of the KPI Roadway Account and the Registry, specifically listing (1) the amount of funds in the KPI Roadway Account, and (2) the outstanding credits earned by each Co-Developer, including the priority of such credits.

d. **Reimbursement**. Following completion of the KPR Widening, Co-Developers may, in lieu of using Transportation Credits to offset Transportation Impact Fees, instead seek cash reimbursement of funds for outstanding Transportation Credits to be paid from the KPI Roadway Account.

i. Upon completion of the KPR Widening, the City shall provide notice of such completion to all Co-Developers. Co-Developers may, within sixty (60) days of the City mailing such notice, provide the City with a request for reimbursement from the KPI Roadway Account (a "**Reimbursement Request**"). The Reimbursement Request shall state the amount of funds that the party is requesting to be reimbursed.

1. Following this sixty-day period, the City shall pay the Reimbursement Requests, with priority for reimbursement determined by the Registry on a first-in, first-out basis. For example, if Co-Developer X provided one million dollars in Kelly Park Road prefunding, followed by Co-Developer Y securing approval of two million dollars in Credits, followed by Co-Developer X securing approval of one million dollars in Credits, but only three million dollars remain available in the KPI Roadway Account, Co-Developer X would receive one

million dollars in reimbursement and Co-Developer Y would receive two million, with Co-Developer X then first in line to receive one million dollars in reimbursement upon funds being available.

2. Notwithstanding the above, Credits earned through prepayment of KPR Widening shall be reimbursed prior to Credits earned through incurring of costs eligible for Credits under this Agreement, including those deemed approved and awarded by the approval of this Agreement, with priority set out by the provisions of Section 5(b).
3. Following the initial reimbursement payments described above, Co-Developers may file Reimbursement Requests at any time by providing written notice to the City and all Co-Developers of the request. If the City confirms that the requesting Co-Developer has Transportation Credits available and no other Co-Developer with higher priority submits a Reimbursement Request within the 30 days, the City shall pay the request if such funds are available.
4. No Reimbursement Request shall be submitted to City sooner than ninety (90) days following the submittal of an earlier Reimbursement Request.
5. Should funds in the KPI Roadway Account only be sufficient to partially fulfill a Reimbursement Request, the City shall inform the relevant Co-Developer, who may elect to either accept partial reimbursement or delay the request.

ii. The City may, at its discretion, designate up to one million dollars ($1,000,000) in the KPI Roadway Account as unavailable for cash reimbursement to ensure funding for administrative costs associated with effectuating the Plan.

iii. Any time following the payment of initial Reimbursement Requests submitted pursuant to Subsection (d) above, should the City determine in its discretion that sufficient funds are available to perform any phase of the construction of the Golden Gem Improvements, the City may provide notice to all Co-Developers of funds within the KPI Roadway Account to be utilized for the Golden Gem Improvements, at which time such funds will be rendered unavailable for cash reimbursement.

iv. In no event shall a Co-Developer be entitled to funds from any City source or account other than the KPI Roadway Account. Cash reimbursement under this section is the sole mechanism by which a Co-Developer shall be entitled to any funds from the City under this Agreement.

v. Should a Co-Developer submit a Reimbursement Request under this section and the City determine that insufficient funds are available within the KPI Roadway Account for cash reimbursement, the Co-Developer may retain the priority status for the Reimbursement Request until funds are available.

e. **Requirement of Completion of KPR Widening.** Notwithstanding anything else in this Agreement, until the KPR Widening is completed, no Co-Developer may seek reimbursement under Section 5(d).

f. **Impact Fee Rate Applicable.** Notwithstanding any agreement to the contrary, each Co-Developer agrees that for any development on a Designated Parcel which is subject to this Agreement, the transportation impact fee schedule included in Ordinance No. 3001, adopted on second reading by the City on or about May 17, 2023 (the "**2023 Impact Fee Schedule**"), or any impact fee or mobility fee schedule adopted subsequent to the 2023 Impact Fee Schedule, shall apply. This provision shall prevail over any other Development Agreement between the City and any Co-Developer or affiliate of Co-Developer, including the KPP Agreement.

g. **Necessity of Impact Fee Adoption**. This Agreement is expressly premised and contingent upon the successful adoption of the 2023 Impact Fee Schedule. The Co-Developers agree that the 2023 Impact Fee Schedule was properly adopted and supported as required by Florida law, and that (1) Co-Developers and their assigns shall not challenge the 2023 Impact Fee Schedule, in court or otherwise, and (2) voluntarily will comply with the 2023 Impact Fee Schedule as adopted regardless of any subsequent declaration or decision invalidating the 2023 Impact Fee Schedule. This provision shall be considered inseverable from remainder of this Agreement.

h. **Authorized Assignees and Applicants**. Only Co-Developers, their designees and assignees may utilize the Credits or submit Cost Proposals and Credit Applications under this Agreement.

   i. Co-Developers shall provide the City a list of entities which may submit Credit Applications and Cost Proposals on its behalf. A Co-Developer may update the list of entities by written notice. Credit Applications and Cost Proposals shall be treated as submitted on behalf of Co-Developer and shall be treated as an action of the Co-Developer.

   ii. For any assignment or sale of Credits to be effective, the assignment shall be evidenced by a written instrument, executed by the Co-Developer, specifically referencing this section of this Agreement and that the Credits are being assigned pursuant to this Section.

6. **Procurement Process for Right-of-Way or Easements Required for Public Infrastructure Projects.** With respect to any rights-of-way, easements, or other use rights required for any Designated Road identified under this Agreement, and which lie over, across or under any third-party land not owned or controlled by Co-Developer, the following procurement process shall apply:

   a. If the subject land lies within lands included in a pending application within the KPI, the City shall require the provision of the subject right-of-way or easement area subject to and in accordance Florida law and the City's Code.

   b. For any land not covered by (a) above, then:

      i. The Co-Developer first shall utilize good faith, commercially reasonable efforts to negotiate the procurement from such third-party

landowner, on the City's behalf, and any proposed compensation to be paid to such third-party owner shall be subject to the City's approval, which shall not be unreasonably withheld. The City may, at its option, assume control of efforts to voluntarily acquire Real Property Rights by written notice to the applicable Co-Developer.

ii. If the Co-Developer notifies the City in writing that the foregoing negotiations are not successful, the City may initiate condemnation proceedings in accordance with applicable Florida law to effect a "quick taking" of the required rights and pursue the completion of such condemnation process to establish the final just compensation due to such third-party landowner pursuant to applicable Florida law. The foregoing condemnation process shall not apply in any circumstance where the affected landowner has an existing zoning or other development approval condition which requires the conveyance of right-of-way, easements, or other similar cooperation, in which event the City shall diligently pursue enforcement of such pre-existing zoning or development approval condition with such third-party landowner. No third-party landowner is intended to be a third-party beneficiary of this provision, which is intended solely to identify the respective rights and obligations of the City and the Co-Developers with respect to the projects identified herein. Prior to the initiation of any formal condemnation process under this Section, the Co-Developer shall enter into a right-of-way acquisition agreement which memorializes the terms and conditions for such action consistent with this Agreement. The Co-Developer shall initially advance the costs for any such condemnation action, in exchange for 100% Transportation Credits pursuant to this Agreement, as applicable.

c. Upon (1) the City assuming control of the procurement process under Subsection (b)(i) above or (2) a Co-Developer notifying the City that negotiations were not successful, as described in Subsection (b)(ii), the deadlines within Section 4 shall be tolled until the City successfully acquires the Real Property Rights necessary for the Designated Road.

d. Should the City fail to either (1) acquire the necessary Real Property Rights or (2) initiate a "quick take" eminent domain action within twelve (12) months of the City assuming control of procurement or the Co-Developer notifying the City that negotiations were not successful, the Co-Developer may, by written notice to the City, be relieved of the obligation to DEP&C the Designated Road to the extent such obligation arises from this Agreement.

7. **General Provisions.**

a. **Constitutional Limitations**. The terms and conditions of this Agreement placed upon the City of Apopka are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the City. Specifically, the parties acknowledge that the City is without authority to

grant or pledge a security interest in any of the City's revenue sources or City property.

b. **Independent Capacity; Limitation on Liability.** The Co-Developers, any Designated Constructing Party/Developer and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this Agreement, independent contractors and not employees, agents, or servants of the City of Apopka or joint venturers with the City. The Co-Developer, their agents and representatives do not have the power or authority to bind the City of Apopka in any promise, agreement, or representation other than specifically as provided for in this Agreement. The City of Apopka shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the Co-Developers with respect to any private infrastructure project for debts or claims accruing to such parties against the Co-Developer(s) for such private infrastructure project, and the City's liability hereunder shall extend only to the funds deposited into the KPI Roadway Account, as applicable, as discussed in this Agreement.

c. **Law Compliance**. The Co-Developers and The City of Apopka will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this Agreement.

d. **Default**. Failure by any Party to perform any of its obligations hereunder shall constitute a default, entitling any non-defaulting Party to pursue, subject to the limitations provided by Section (7)(h), such remedies as may be available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief. Prior to any Party filing an action as a result of a default under this Agreement, a non-defaulting Party shall first provide the defaulting Party with written notice of said default. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity in which to cure the default, except where otherwise provided herein. In the event any Developer has received notice of a default, then: (1) any of Developer's lenders may exercise self-help in curing all Developer defaults as listed in the notice (including exercising such self-help rights during Developer transfers of ownership or foreclosure proceedings, if any) to the extent provided in such Developer's loan agreement; (2) any administrative agent for a lender of Developer may exercise self-help in curing all respective defaults on the Property as listed in the notice (including exercising such self-help rights during Developer transfers of ownership or foreclosure proceedings, if any); and (3) any designee of Developer may also exercise self-help provisions in curing defaults by Developer; such self-help rights shall be outlined in a separate agreement between Developer and any such designee. In the case of any default by Developer which is not cured by Developer within the cure period stated above, if a party commences efforts to cure such default and as long as such party is diligently and in good faith proceeding to cure such default, City will give the party reasonable additional time to cure such default, including, if possession is required to cure, reasonable and sufficient time to acquire any relevant portion of property in question through foreclosure, before City exercises any of its remedies hereunder, including, without limitation, termination of this Agreement.

e. **Notice**. Any notice or demand to be given to or served upon any party hereto in connection with this Agreement shall be in writing and shall be (i) delivered by hand, or (ii) delivered through the United States mail, postage prepaid, certified or registered, return receipt required, or (iii) delivered through a nationally recognized overnight delivery service, such as FedEx, which provides proof of delivery. Or, if notice is given by a method other than the foregoing, it shall be deemed to be given and received when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses:

If to the City of Apopka:

CITY OF APOPKA
Attn: City Administrator
120 E. Main Street
Apopka, FL 32703

With a copy to: City of Apopka
Attn: City Attorney
120 E. Main Street
Apopka, FL 32703

If to Co-Developers:

Developer: **GALVIN-HARRIS LAND SERVICES, LLC**
Attn: Mike Galvin
121 Snell Isle Blvd.
St. Petersburg, FL 33704

Developer: **GOLDEN GEM INVESTMENTS, LLC**
400 N. Ashley Dr., Suite 700
Tampa, FL 33629

With a copy to: Spotts Fain
411 E. Franklin Street, Suite 600
Richmond, VA 23219
Attention: Brian R. Marron
bmarron@spottsfain.com

Developer: **KELLY PARK VB DEVELOPMENT, LLC**
Attn: Ronald L. Edwards
660 Beachland Blvd
Suite 301
Vero Beach, FL 32963
redwards@evansprop.com

with a copy to: Lowndes Law

Attn: Tara Tedrow
215 N Eola Drive
Orlando, FL 32801
Tara.tedrow@lowndes-law.com

It is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to deliver notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified.

Any party hereto may, at any time by giving three (3) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

Any notice or demand that may be given hereunder shall be deemed complete (notwithstanding the lack of actual receipt by addressee) (i) three (3) days, after depositing any such notice or demand in the United States mail with proper postage affixed thereto, certified or registered, return receipt requested, or (ii) on the next business day after deposit (prior to the deadline for delivery on such business day) with a nationally recognized overnight delivery service which provides evidence of delivery, or (iii) upon hand-delivery to the appropriate address as herein provided during normal business hours.

f. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Agreement supersedes all prior and contemporaneous agreements, understands, representations, communications, and statements, either oral or written between the Co-Developers and the City of Apopka as to the specific subject matters set forth herein.

g. **Modification and Amendment**. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument.

h. **No Liability or Monetary Remedy.** Co-Developers hereby acknowledge and agree that they are sophisticated and prudent in business transactions and proceed at their own risk under advice of their own counsel and advisors and without reliance on City, and that City bears no liability for direct, indirect, or consequential damages. The only remedies available to Co-Developers for any breach by City are actions for declaratory judgment and/or mandamus to require City's specific performance under the terms and conditions of this Agreement.

i. **Waiver**. The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is a violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

j. **Contract Execution**. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

k. **Gender and Headings**. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

l. **Severability**. In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless such unenforceable provision results in the frustration of the purpose of this Agreement or the failure of consideration.

m. **Construction**. The parties hereby agree that each has played an equal part in the negotiation and drafting of this Agreement and, in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties to this Agreement.

n. **Third Party Beneficiaries**. The Agreement is solely for the benefit of the Parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

o. **Signatories Authority**. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement on behalf of the parties and the properties to be encompassed by this Agreement. Kelly Park VB further covenants that it is authorized enter the Agreement to the extent it modifies the KPVB Agreement, and Galvin covenants that it is authorized enter the Agreement to the extent it modifies the KPP Agreement.

p. **Controlling Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Agreement shall be in the 9th Judicial Circuit in and for Orange County, Florida.

q. **Successors and Assigns**. The terms of this Agreement shall run with the land and be binding upon the Co-Developers, their respective successors and assigns except as otherwise provided in this Agreement. Any Co-Developer may assign its interest in this Agreement and its respective rights and obligations hereunder, in whole or in part, to any firm, corporation, or other legal entity with the consent of the City, which shall not be unreasonably withheld. In requesting approval of an assignment by the City, the Co-Developer shall deliver to the City a copy of a proposed assignment instrument which shall describe whether the assignment is in whole or in part and the status of any pending obligations, Credits, Cost Proposals and Credit Applications to be assigned to the new entity. Upon any such assignment,

such assignee shall succeed to all the rights and obligations of the applicable Co-Developer as to such assigned matters, only. Notwithstanding the above, this Agreement shall cease running with the land and shall not attach to specific properties following (1) as to any single-family residential parcel, the platting of the relevant parcel or (2) as to any multi-family residential, commercial or industrial parcel, the issuance of a certificate of occupancy for all planned structures on the relevant parcel, and the City agrees in either of such events to execute and record a Partial Release of any such properties from the provisions of this Agreement. Notwithstanding the foregoing, in the event that a Project mortgagee (or its nominee) shall acquire title to the Property or a portion thereof through foreclosure or deed in lieu of foreclosure, such project mortgagee (or its nominee) shall be deemed a permitted assignee under this Agreement, provided such assignee gives City prompt notice of the acquisition thereby of the Property (or portion thereof) and such assignee agrees to assume and timely perform all of the covenants and obligations of Co-Developer under this Agreement accruing from and after the date of such acquisition of title.

r. **Survival**. The provisions of all sections of this Agreement that, from their sense and context are intended to survive the term or any termination of this Agreement, including, but not limited to, affirmative maintenance and other obligations, in order for them to be effectual and have the meaning intended by the parties, shall so survive (but shall expire within any specific time limitation which may be expressly stated elsewhere in this Agreement) the term or any termination of this Agreement and remain independently binding upon the parties, as applicable. Within fifteen (15) days following the written request of a Co-Developer, City and other Co-Developer(s) shall execute an instrument in recordable form acknowledging that any and all obligations under and pursuant to this Agreement have been fully satisfied and performed, and that this Agreement has terminated, or if termination has not then occurred, specifying which, if any, obligations under this Agreement remain unsatisfied or unperformed, and Co-Developer may record any such instrument in the Public Records of Orange County, Florida.

s. **Force Majeure**. In the event any party's performance of this Agreement is delayed or interrupted by consequent act of God, or the public enemy, or national emergency, or a government restriction upon the use of availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, or material supply shortage, equipment or labor disruption beyond the control of such party (individually or collectively a "Force Majeure" event), such party shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event delays or interrupts such party's performance of this Agreement as reasonably determined by the other parties. This paragraph shall not apply to Force Majeure events caused by the party with delayed or interrupted performance or under the control or caused by the party with delayed or interrupted performance. In the event performance by any party of the commitments set forth in this Agreement shall be interrupted or delayed in

connection with acquisition of necessary governmental permits or approvals which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other parties regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Any Force Majeure event which exceeds one hundred eighty (180) days shall require a formal amendment to this Agreement.

t. **Indemnification**. The Co-Developer responsible for the construction of a Designated Road shall defend, indemnify, and hold harmless City from and against any and all suits, claims, damages, losses, liabilities, and reasonable costs and expenses whatsoever (including attorneys' fees and costs through appeal), which City may incur (or which may be claimed against City by any person whomsoever) by reasons of or in connection with the design or construction of such Designated Road. Nothing herein shall require Developer to indemnify City or its agents for their own negligence. This paragraph shall survive expiration or earlier termination of this Agreement.

u. **Public Records**. The Co-Developer and all contractors performing work under this Agreement, as applicable, shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, each such party shall (a) keep and maintain those public records required by the City hereunder to perform the services under this Agreement; (b) upon request from the City's custodian of public records provide the City 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 for under Florida's Public Records law; (c) ensure that the 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 Agreement term and following completion of the Agreement if the applicable party does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of such party. Upon transfer, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All documentation produced as part of this Agreement will become the property of the City. This paragraph shall survive the expiration or termination of this Agreement.

IF ANY APPLICABLE PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (407) 703-1704, E-MAIL ADDRESS SBONE@APOPKA.NET.

Under Florida law, a company who fails to provide the public records to the City within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement. Such records shall be and remain available at the applicable party's place of business at all reasonable times during the term of this Agreement and for five (5) years after Agreement termination.

v. **Term**. This Agreement shall remain in effect from the date of execution by the last party to sign the agreement (the **"Effective Date"**) until December 31, 2043, or until all Designated Road depicted in the Plan have been completed, whichever occurs earlier, unless otherwise extended by mutual consent of the parties.

w. **Recording in Public Records**. This Agreement, executed by all Parties, shall be recorded in the Public Records of Orange County, Florida. The City Clerk of City shall insure that proper recording of this Agreement is accomplished within fourteen (14) days after the execution of this Agreement by all Parties.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and seals on the respective dates set forth below.

CO- DEVELOPER

KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company qualified to do business in the State of Florida

Signed, sealed, and delivered in the presence of:

Print Name: DEREK WELLS

Print Name: CHRIS LOCKE

By: KPVB Acquisition, LLC, a Delaware limited liability company, its member

By: Ronald L Edwards

Print Name: Ronald L. Edwards

Title: Manager

Date:_____

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15th day of June, 2023 by Ronald L. Edwards, as Manager of KPVB Acquisition, LLC, a Delaware limited liability company, as the member of KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company qualified to do business in the State of Florida, on behalf of the company, who is personally known to me or has produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public State of Florida
Karen Mike
My Commission GG 956594
Expires 06/05/2024

Karen Mike
Notary Public

Karen Mike
Print Name

6/5/2024
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-DEVELOPER:

Galvin-Harris Land Services, LLC,
A Florida limited liability company

By: _____
Name: MIKE GALVIN
Title: MANAGER
Date: 6-15-23

STATE OF ~~FLORIDA~~ north Carolina

COUNTY OF Transylvania

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of June, 2023 by Mike Galvin of Galvin-Harris Land Services, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced Drivers Licenses as identification.

_____
Notary Public
State of ~~Florida~~ North Carolina
Print Name: Peggy Evatt
My Commission Expires: 06/04/2027

PEGGY EVATT
NOTARY PUBLIC
Transylvania County
North Carolina

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-DEVELOPER:

Golden Gem Investments, LLC,
A Florida limited liability company

By: _____
Name: Tony M. Benge, Jr.
Title: Vise President
Date: June 15, 2023

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of June, 2023 by Tony M. Benge, Jr., as Vice President of Golden Gem Investments, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Valerie J Beck
My Commission
HH 242174
Exp. 3/17/2026

Valerie J Beck
Notary Public
State of Florida
Print Name: Valerie J. Beck
My Commission Expires: 3/17/24

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and seals on the respective dates set forth below.

CO- DEVELOPER

KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company qualified to do business in the State of Florida

Signed, sealed, and delivered in the presence of:

Print Name: DEREK WELLS

Print Name: CHRIS LOCKE

By: KPVB Acquisition, LLC, a Delaware limited liability company, its member

By: Ronald L Edwards

Print Name: Ronald L. Edwards

Title: Manager

Date:_____

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15th day of June, 2023 by Ronald L. Edwards, as Manager of KPVB Acquisition, LLC, a Delaware limited liability company, as the member of KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company qualified to do business in the State of Florida, on behalf of the company, who is personally known to me or has produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public State of Florida
Karen Mike
My Commission GG 956594
Expires 06/05/2024

Karen Mike
Notary Public

Karen Mike
Print Name

6/5/2024
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

THE CITY OF APOPKA, FLORIDA,
through its City Council

By: Bryan Nelson
Bryan Nelson, Mayor

Date: 6/21/23

(SEAL)

ATTEST:
Rose M Boke
Clerk of the Board

Exhibit A
KPI West

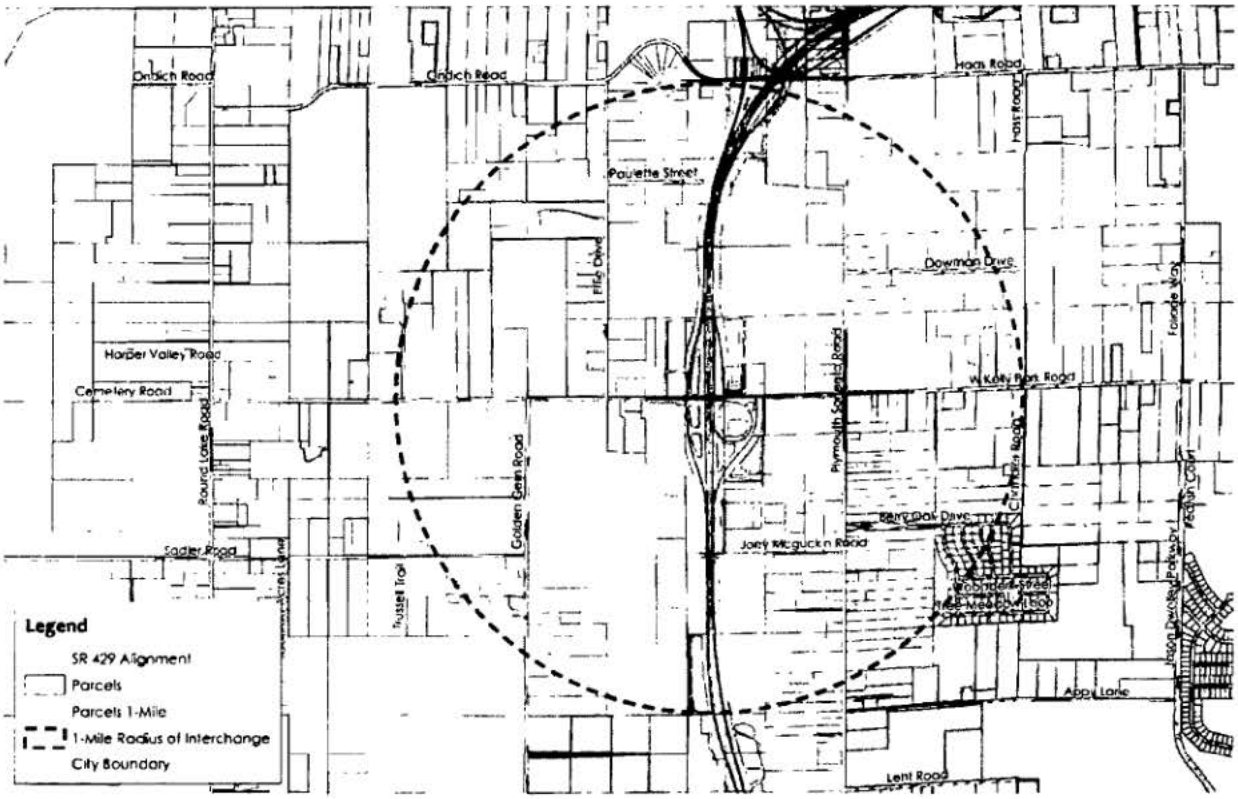


Exhibit A-1
KPI Master Roadway Plan

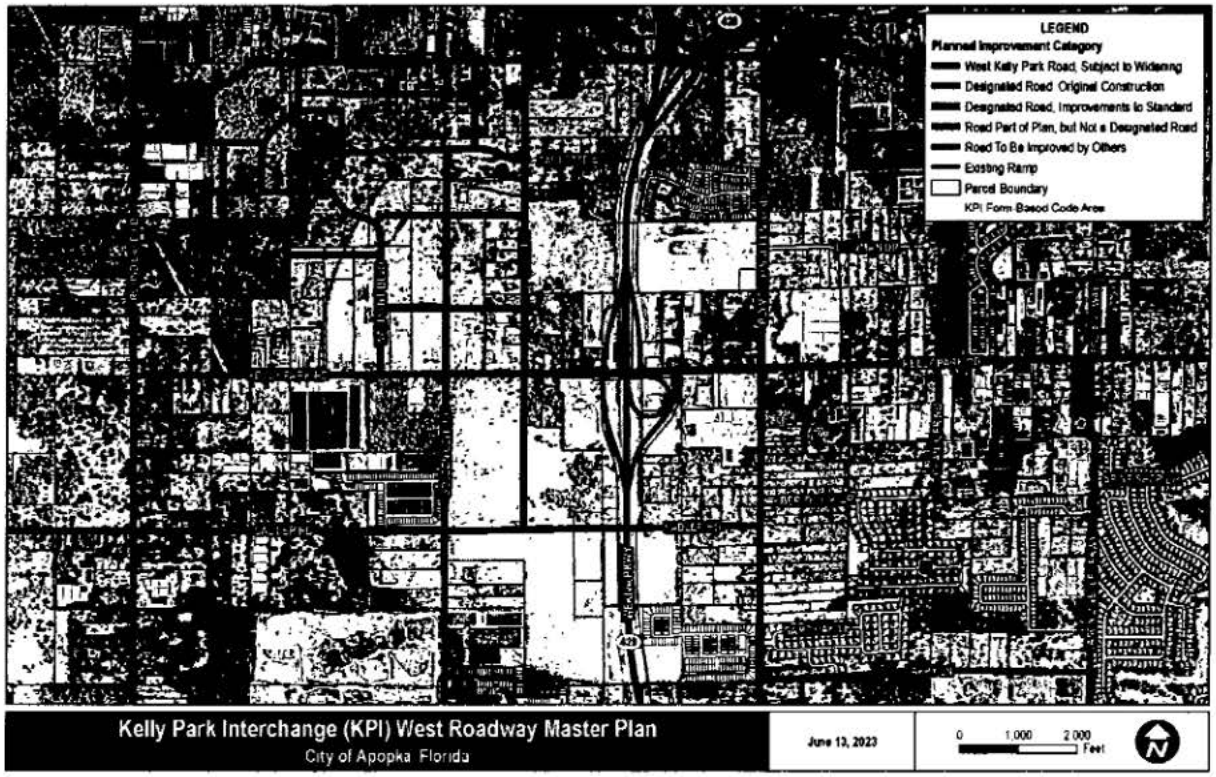


Exhibit B
List of Designated Parcels by Orange County Parcel ID and/or Legal Description

Kelly Park VB:

Parcel ID List:

- 13-20-27-4300-01-000
- 13-20-27-0000-00-056
- 13-20-27-0000-00-024
- 13-20-27-0000-00-072
- 13-20-27-0000-00-036
- 13-20-27-0000-00-037
- 13-20-27-0000-00-059
- 13-20-27-0000-00-038
- 13-20-27-0000-00-064

Galvin:

Parcel ID List:

- 11-20-27-0000-00-003
- 11-20-27-0000-00-013
- A portion of 11-20-27-0000-00-036
- A portion of 11-20-27-0000-00-070
- A portion of 11-20-27-0000-00-054
- A portion of 11-20-27-6135-00-013
- 11-20-27-6135-00-010

MORE PARTICULARLY DESCRIBED AS:

That part of the Northeast Quarter of the Northwest Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida, lying South and East of Ondich Road.

AND

The Southeast Quarter of the Northwest Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida.

TOGETHER WITH:

A portion of the West half of the East half of Section 11, Township 20 South, Range 27 East, lying in Orange County, Florida, being more particularly described as follows:
Commence at the North quarter corner of said Section 11, being a 6"x6" concrete monument; thence go South 00°12'00" East along the Westerly line of said West half of the East half of said

Section 11 a distance of 30.00 feet to a round concrete monument bearing the license number 1916 and being the point of beginning; thence North 89°11'16" East along the Southerly right-of-way line of Ondich Road, a 60 foot right-of-way a distance of 1328.54 feet, thence South 00°18'17" East along the Easterly line of the aforementioned West half of the East half of said Section 11 a distance of 2626.42 feet to an iron rod monument with license 3763 said rod being on the Southerly line of the Northeast quarter of said Section 11; thence South 00°24'28" East a distance of 490.38 feet to a concrete monument; thence South 89°19'44" West a distance of 1333.50 feet to a concrete monument with license 3763 said monument being on the aforementioned Westerly line of the West half of the East half of said Section 11; thence North 00°12'32" West a distance of 496.88 feet to a 4"x4" concrete monument said point being on the South line of the Northeast quarter of said Section 11; thence North 00°12'00" West along the Westerly line of said West half of the East half of said Section 11 a distance of 2617.03 feet to the point of beginning.

TOGETHER WITH:

From the East 1/4 corner of Section 11, Township 20 South, Range 27 East, Orange County, Florida, run thence South 00°22'00" East, 150.00 feet along the East line of the Southeast Quarter of said Section 11, thence South 89°36'26" West, 589.09 feet parallel to the North line of the Southeast Quarter for a point of beginning: run thence South 00°22'00" East, 338.52 feet to a point 2174.38 feet North of the South line of said Southeast Quarter; thence South 89°18'07" West, 744.89 feet parallel to the South line of said Southeast Quarter to the West line of the East Half of said Southeast Quarter; run thence North 00°06'47" West, 492.48 feet to the Northwest corner of said East Half of the Southeast Quarter; run thence North 00°16'44" West, 663.59 feet, more or less to the Southwest corner of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter of said Section 11, thence East along the South line of the North Half of the Southeast Quarter of the Northeast Quarter of Section 11 to a point 589.09 feet West of the Southeast corner thereof; run thence South to the point of beginning.

AND

The North 15 feet of the South 30 feet of the East 589.09 feet of the Southeast Quarter of the Northeast Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida.

AND

The North 15 feet of the South 30 feet of the South Half of the Southwest Quarter of the Northwest Quarter of Section 12, Township 20 South, Range 27 East, Orange County, Florida (less the Easterly 30 feet thereof for Effie Road).

TOGETHER WITH:

The North 993.38 feet of:

Go to a point 589.09 feet West of the Southeast corner of the Southeast Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida for a Point of Beginning. Then

proceed North 2174.38 feet, thence West 1000 feet, thence South 2174.38 feet to Section line, thence East 1000 feet to Point of Beginning.

LESS the West 406.27 feet thereof; LESS the East 390.73 feet thereof; AND LESS Road Right-of-Way on South.

TOGETHER WITH:

The North 993.38 feet of:

Go to a point 589.09 feet West of the Southeast corner of the Southeast Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida for a Point of Beginning. Then proceed North 2174.38 feet, thence West 1000 feet, thence South 2174.38 feet to Section line, thence East 1000 feet to Point of Beginning.

LESS the West 609.27 feet thereof; AND LESS Road Right-of-Way on South.

TOGETHER WITH:

A parcel of land in the Southeast 1/4 of Section 11, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 11; thence go N 00 degrees 12'53" W, along the west line of the Southeast 1/4 of said Section 11, a distance of 30.00 feet to the Northerly right of way line of Kelly Park Road (60' wide county maintained right of way); thence go N 89 degrees 16'55" E:, along the said Northerly right of way line a distance of 560.00 feet to the Point of Beginning of the herein described parcel; thence go N 00 degrees 18'45" W, a distance of 780.35 feet; thence S 89 degrees 16'55" W, a distance of 558.67 feet to the West line of the Southeast 1/4 of said Section 11; thence N 00 degrees 12'53" W, along the West line of the Southeast 1/4 of said Section 11 a distance of 1365.45 feet; thence N 89 degrees 19'44" E, a distance of 1078.81 feet; thence S 00 degrees 18'45" E, a distance of 553.14 feet; thence S 89 degrees 16'55" W, a distance of 472.47 feet; thence S 00 degrees 18'45" E, a distance of 1591.77 feet to the aforesaid Northerly right of way line of Kelly Park Road; thence S 89 degrees 16'55" W, along said right of way line a distance of 50.00 feet to the Point of Beginning.

TOGETHER WITH:

The West 406.27 feet of the following described property: Go to a point 589.09 feet West of the Southeast corner of the Southeast Quarter of Section 11, Township 20 South, Range 27 East, for a POINT OF BEGINNING, thence proceed North 2174.38 feet; thence West 1000 feet; thence South 2174.38 feet to section line, thence East 1000 feet to POINT OF BEGINNING. Said property being situate in Orange County, Florida. Subject to road right-of-way (Kelly Park Road), to Orange County, recorded in Deed Book 398, Page 158, Public Records of Orange County, Florida.

LESS AND EXCEPT:

(DFC Kelly Park, LLC)

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1328.91 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°22'34" EAST, ALONG SAID WEST LINE TO THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1470.39 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°28'01" EAST, 664.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, 339.32 FEET; THENCE RUN SOUTH 89°31'59" WEST, 139.06 FEET; THENCE RUN NORTH 00°28'01" WEST, 10.59 FEET; THENCE RUN SOUTH 89°31'59" WEST, 296.99 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 05°29'10", AN ARC LENGTH OF 45.05 FEET, A CHORD LENGTH OF 45.03 FEET AND A CHORD BEARING OF SOUTH 86°47'24" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 05°57'11" WEST, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95°29'10", AN ARC LENGTH OF 41.66 FEET, A CHORD LENGTH OF 37.01 FEET AND A CHORD BEARING OF NORTH 48°12'36" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°28'01" WEST, 93.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 12°14'34", AN ARC LENGTH OF 120.73 FEET, A CHORD LENGTH OF 120.50 FEET AND A CHORD BEARING OF NORTH 05°39'16" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 44°37'27", AN ARC LENGTH OF 3.89 FEET, A CHORD LENGTH OF 3.80 FEET AND A CHORD BEARING OF NORTH 34°05'16" EAST TO THE POINT OF

REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 24°22'10", AN ARC LENGTH OF 24.25 FEET, A CHORD LENGTH OF 24.07 FEET AND A CHORD BEARING OF NORTH 44°12'55" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 56°05'38", AN ARC LENGTH OF 4.90 FEET, A CHORD LENGTH OF 4.70 FEET AND A CHORD BEARING OF NORTH 60°04'39" EAST TO THE OF POINT OF TANGENCY; THENCE RUN NORTH 88°07'28" EAST, 32.61 FEET; THENCE RUN NORTH 00°28'01" WEST, 59.02 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°27'54", AN ARC LENGTH OF 49.07 FEET, A CHORD LENGTH OF 41.56 FEET AND A CHORD BEARING OF NORTH 35°38'35" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 69°24'38" WEST, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 170.50 FEET, A CENTRAL ANGLE OF 10°44'46", AN ARC LENGTH OF 31.98 FEET, A CHORD LENGTH OF 31.93 FEET AND A CHORD BEARING OF SOUTH 252°57'45" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 46°23'52", AN ARC LENGTH OF 4.05 FEET, A CHORD LENGTH OF 3.94 FEET AND A CHORD BEARING OF SOUTH 54°32'04" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 30°50'21", AN ARC LENGTH OF 30.69 FEET, A CHORD LENGTH OF 30.32 FEET AND A CHORD BEARING OF SOUTH 62°18'50" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°13'52", AN ARC LENGTH OF 17.12 FEET, A CHORD LENGTH OF 16.79 FEET AND A CHORD BEARING OF SOUTH 66°30'36" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 86°07'32" WEST, 60.81 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 03°17'24", AN ARC LENGTH OF 9.47 FEET, A CHORD LENGTH OF 9.47 FEET AND A CHORD BEARING OF SOUTH 87°46'14" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°24'56" WEST, 163.27 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 54°44'56", AN ARC LENGTH OF 410.88 FEET, A CHORD LENGTH OF 395.43 FEET AND A CHORD BEARING OF NORTH 63°12'36" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 35°50'08" WEST, 102.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°30'09", AN ARC LENGTH OF 37.74 FEET, A CHORD LENGTH OF 34.26 FEET AND A CHORD BEARING OF NORTH 07°24'57" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG

SAID CURVE, HAVING A RADIUS OF 946.00 FEET, A CENTRAL ANGLE OF 00°25'29", AN ARC LENGTH OF 7.01 FEET, A CHORD LENGTH OF 7.01 FEET AND A CHORD BEARING OF NORTH 50°27'17" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 39°45'28" WEST, 55.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°55'20", AN ARC LENGTH OF 40.98 FEET, A CHORD LENGTH OF 36.54 FEET AND A CHORD BEARING OF NORTH 82°47'48" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 35°50'08" WEST, 204.97 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°02'51", AN ARC LENGTH OF 37.11 FEET, A CHORD LENGTH OF 33.79 FEET AND A CHORD BEARING OF NORTH 06°41'17" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 46°14'02", AN ARC LENGTH OF 540.65 FEET, A CHORD LENGTH OF 526.10 FEET AND A CHORD BEARING OF NORTH 26°05'42" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°38'45", AN ARC LENGTH OF 37.81 FEET, A CHORD LENGTH OF 34.31 FEET AND A CHORD BEARING OF NORTH 46°18'03" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 00°51'50" EAST, 55.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°22'34" WEST, 705.98 FEET; THENCE RUN SOUTH 89°37'26" WEST, 50.00 FEET; THENCE RUN NORTH 00°22'34" WEST, 201.67 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH OF 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF NORTH 36°06'21" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH OF 28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF NORTH 73°38'51" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 14°32'25" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH OF 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF NORTH 52°04'56" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 89°37'26" EAST, 50.00 FEET; THENCE RUN SOUTH 00°22'34" EAST, 26.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO THE POINT OF

TANGENCY; THENCE RUN NORTH 89°37'26" EAST, 190.00 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 44°37'26" EAST; THENCE NON-RADIAL TO SAID CURVE, RUN NORTH 89°37'26" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°37'26" EAST, 110.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

(DHIC, LLC)

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°12'25" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1082.13 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1, O C B ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°22'27" WEST, ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF SAID LOT 1, A DISTANCE OF 579.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°22'27" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1041.88 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°13'13" WEST, 85.82 FEET; THENCE RUN NORTH 00°44'27" WEST, 553.19 FEET; THENCE RUN NORTH 89°15'33" EAST, 495.48 FEET; THENCE RUN SOUTH 00°27'50" EAST, 1594.63 FEET; THENCE RUN SOUTH 89°12'25" WEST, 408.62 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 16.027 ACRES MORE OR LESS.

LESS AND EXCEPT:

(PRM Apopka/Kelly Park Owner, LLC)

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°12'25" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1082.13 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1, O C B ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°22'27" WEST, ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF SAID LOT 1, A DISTANCE OF 519.79 FEET; THENCE RUN NORTH 89°12'25" EAST, 418.62 FEET; THENCE RUN NORTH 00°27'50" WEST, 601.23 FEET; THENCE RUN NORTH 89°12'25" EAST, 70.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°27'50" WEST, 1128.26 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE, RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°09'57", AN ARC LENGTH OF 36.31 FEET, A CHORD LENGTH OF 33.20 FEET AND A CHORD BEARING OF NORTH 41°08'24" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY; THENCE, RUN EASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 06°47'21", AN ARC LENGTH OF 55.75 FEET, A CHORD LENGTH OF 55.72 FEET AND A CHORD BEARING OF NORTH 86°08'18" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°31'59" EAST, 296.99 FEET; THENCE RUN SOUTH 00°28'01" EAST, 10.59 FEET; THENCE RUN NORTH 89°32'10" EAST, 139.06 FEET; THENCE RUN SOUTH 00°27'50" EAST, 1142.86 FEET; THENCE RUN SOUTH 89°12'25" WEST, 513.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 13.580 ACRES MORE OR LESS.

LESS AND EXCEPT:

(PRM Apopka/Kelly Park Owner, LLC)

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°12'25" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1082.13 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1, O C B ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°22'27" WEST, ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1621.67 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°13'13" WEST, 85.82 FEET; THENCE RUN NORTH 00°44'27" WEST, 553.19 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°44'27" WEST, 110.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE, RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27

FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 44°15'33" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°15'33" EAST, 380.87 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE, RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 529.50 FEET, A CENTRAL ANGLE OF 07°47'25", AN ARC LENGTH OF 71.99 FEET, A CHORD LENGTH OF 71.94 FEET AND A CHORD BEARING OF NORTH 85°21'50" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE, RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 98°04'03", AN ARC LENGTH OF 42.79 FEET, A CHORD LENGTH OF 37.75 FEET AND A CHORD BEARING OF SOUTH 49°29'51" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°27'50" EAST, 115.00 FEET ; THENCE RUN SOUTH 89°15'33" WEST, 505.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 1.567 ACRES MORE OR LESS.

GGI:

Parcel ID List:

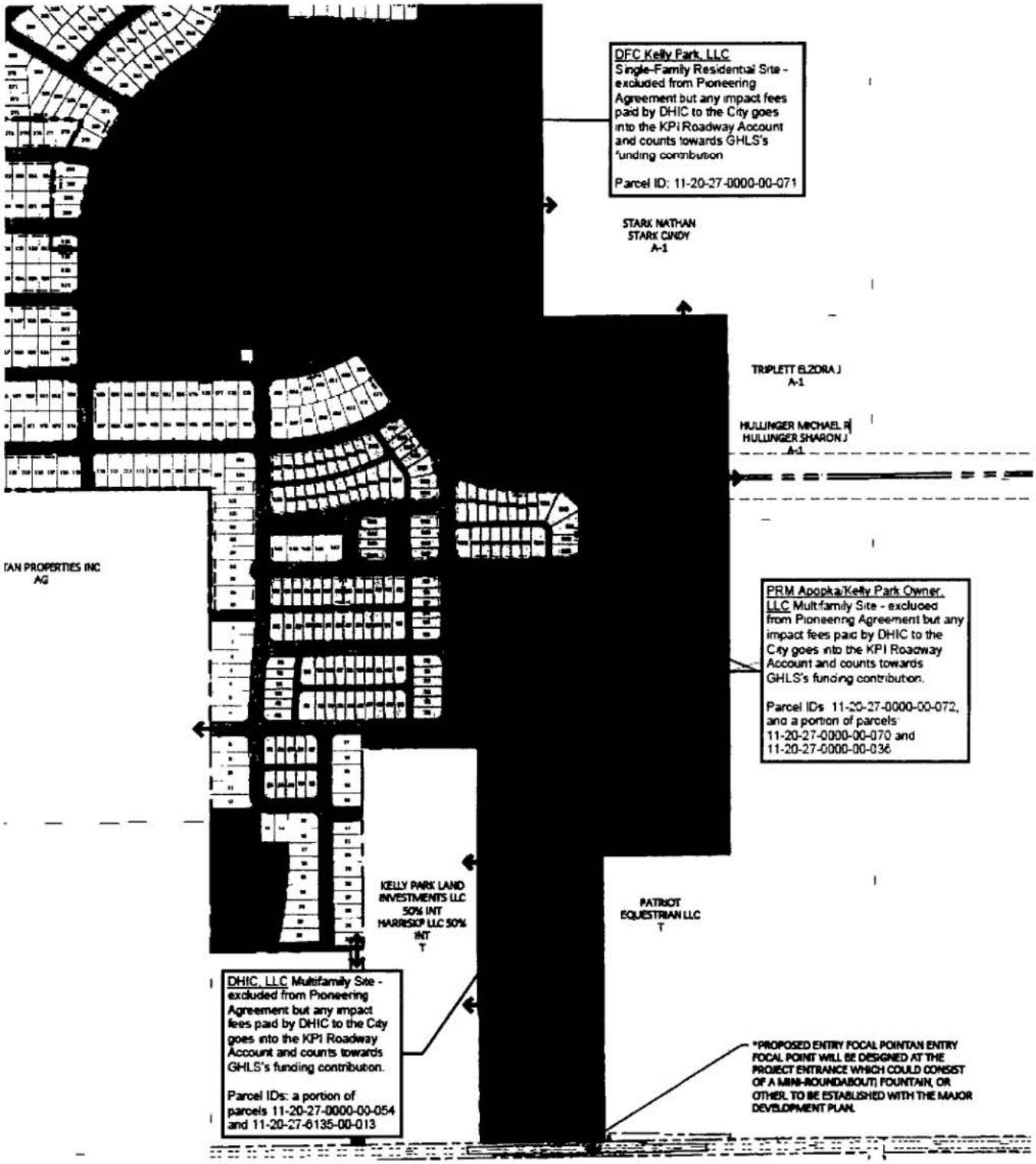
- 12-20-27-0000-00-111

Exhibit B-1
List of Additional Parcels

Parcel ID List:

- 27-20-11-0000-00-057
- 27-20-11-0000-00-030
- 27-20-12-0000-00-060
- 27-20-12-0000-00-062
- 27-20-12-0000-00-086
- 27-20-12-0000-00-085
- 27-20-12-0000-00-055
- 27-20-12-0000-00-013
- 27-20-12-0000-00-097
- 27-20-12-0000-00-057
- 27-20-11-0000-00-037
- 27-20-11-0000-00-069
- 27-20-12-0000-00-001
- 27-20-12-0000-00-048
- 27-20-12-0000-00-046
- 27-20-12-0000-00-012
- 27-20-12-0000-00-015
- 27-20-12-0000-00-081
- 27-20-12-0000-00-088
- 27-20-12-0000-00-016
- 27-20-12-0000-00-018

Exhibit B-2
Galvin Predecessor Parcels



Prepared by and return to:

Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
Attention: Gary M. Kaleita, Esq.
215 N Eola Drive
Orlando, Florida 32801
Phone: 407-843-4600

AMENDMENT TO ROADWAY FUNDING AGREEMENT FOR KELLY PARK ROAD INTERCHANGE

Kelly Park VB Development LLC, Golden Gem Investments, LLC & Galvin-Harris Land Services, LLC

THIS AMENDMENT TO ROADWAY FUNDING AGREEMENT (the "**Amendment**") is made and entered into effective as of the _____ day of _____, 2024, by and between **THE CITY OF APOPKA, FLORIDA,** a political subdivision of the State of Florida (the "**City**"), whose address is 120 E. Main Street, Apopka, FL 32703, by and through its City Council, the governing body thereof, and **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company qualified to do business in the State of Florida , ("**Kelly Park VB**") whose address is 660 Beachland Blvd, Suite 301, Vero Beach, FL 32963, **GOLDEN GEM INVESTMENTS, LLC**, a Florida limited liability company, whose address is 400 N. Ashley Dr., Suite 700, Tampa, FL 33629 ("**GGI**"), and **GALVIN-HARRIS LAND SERVICES, LLC, LLC**, a Florida limited liability company ("**Galvin**"), whose address is 121 Snell Isle Blvd., St. Petersburg, FL 33704 (Kelly Park VB, GGI and Galvin also are referred to herein as the "**Co-Developers**" and each may be referred to herein as a "**Developer**" where the context requires), with reference to the following matters:

W I T N E S S E T H:

WHEREAS, the City and the Co-Developers executed that certain Roadway Funding Agreement for Kelly Park Road Interchange effectively dated June 23, 2023 and recorded on July 6, 2023 in Document Number 20230378714 of the Public Records of Orange County, Florida (the "Agreement"); AND

WHEREAS, the City and the Co-Developers desire by their execution of this Amendment to extend certain of the dates specified for the performance of various obligations under the Agreement, as hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the City and the Co-Developers hereby amend the Agreement as follows:

1. **Recitals/Capitalized Terms**. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not expressly defined herein shall have the meanings ascribed to such terms in the Agreement.

2. **KPR Widening.** Section 4(a)(ii) of the Agreement is hereby modified in its entirety to read as follows:

   ii. The City or Designated Constructing Party shall commence construction by the later of **June 1, 2025**, or 60 days after the City has acquired all right of way ("**ROW**") and easements necessary to construct the KPR widening, whichever occurs later.

3. **Prepayment of KPR Widening**. Section 5(b)(i)(1) of the Agreement is hereby modified as follows:

   a. The Initial Funding Date is hereby extended from August 1, 2024 to February 1, 2025; and

   b. The Total Funding Date is hereby extended from January 1, 2026 to June 1, 2026.

4. **Amendment Binding**. This Amendment shall be binding upon and shall inure to the benefit of the City and Co-Developers, and their successors-in-interest and/or title. Except as hereby changed, amended and modified, the Agreement shall remain in full force an effect.

IN WITNESS WHEREOF, the parties have set their hands and seals on the respective dates set forth below.

[SEE FOLLOWING PAGES FOR SIGNATURES]

CO- DEVELOPER

KELLY PARK VB DEVELOPMENT, LLC,
a Delaware limited liability company

By: KPVB Acquisition, LLC, a Delaware limited liability company, its Member

By: WO Assignment, LLC, a Florida limited liability company, its Member

By: Ronald L Edwards
Ronald L. Edwards,
Manager

Date: October 7, 2024

STATE OF FLORIDA

COUNTY OF Indian River

The foregoing instrument was executed before me by means of ☑ physical presence or ☐ online notarization this 7th day of October, 2024 by Ronald L. Edwards, as Manager of WO Assignment, LLC, a Florida limited liability company, as Member of KPVB Acquisition, LLC, a Delaware limited liability company, as Member of KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public State of Florida
Karen Mike
My Commission HH 494717
Expires 6/5/2028

Karen Mike
Notary Public

Karen Mike
Print Name

6-5-2028
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

0894184\195616\13942743v1

CO-DEVELOPER:

Galvin Land Services, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____, 2024

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was executed before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2024 by _____ of Galvin Land Services, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida
Print Name: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-DEVELOPER:

Golden Gem Investments, LLC,
a Florida limited liability company

By: _____
Name: Charles M. Pinckney
Title: President
Date: _____, 2024

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was executed before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2024 by Charles M. Pinckney, as President of Golden Gem Investments, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida
Print Name: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

THE CITY OF APOPKA, FLORIDA,
through its City Council

By: _____
_____, Mayor

Date: 7-18-24, 2024

(SEAL)

ATTEST:

_____
Clerk of the Board

SECTION VII

HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2025, by and among:

Pugh Cattle Company, LLC, a Florida limited liability company, whose mailing address is P.O. Box 1996, Okeechobee, Florida 34973 ("Pugh Cattle"); and

Golden Gem Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Orange County, Florida, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 ("District").

Recitals

Whereas, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

Whereas, the District retains ownership of certain property known as Tract C, Wyld Oaks, recorded in Plat Book 116, Pages 116-119 of the Official Records of Orange County, Florida ("Property"); and

Whereas, Pugh Cattle owns cattle that occupy adjacent land to the Property and desires to use the Property for cattle when the adjacent land is occupied ("Cattle"); and

Whereas, the District has agreed to allow the use of the Property by Pugh Cattle only if Pugh Cattle agrees to indemnify and hold the District harmless from damages and expenses that may be incurred as a direct or indirect result of such use of the Property; and

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Pugh Cattle agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Property Utilization. Pugh Cattle may place its Cattle on the Property under the terms and conditions contained herein. The cost of repair or replacement of any damage to any of the District's property as a direct or indirect result of Pugh Cattle's use of the Property shall be paid by Pugh Cattle.

Section 3. Indemnification.

A. Pugh Cattle agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or

representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Pugh Cattle, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Pugh Cattle to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Pugh Cattle as jointly liable parties; however, Pugh Cattle shall indemnify the District for any and all percentage of fault attributable to Pugh Cattle for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Pugh Cattle further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

Section 4. Sovereign Immunity. The District and Pugh Cattle agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitation on liability contained in Section 768.28 Florida Statutes.

Section 5. Insurance.

A. Pugh Cattle shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering Pugh Cattle's legal liability for bodily injuries, with limits of not less than $1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(I) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least $1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Pugh Cattle of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as an additional insured. Pugh Cattle shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

Section 6. Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Section 7. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in Orange County, Florida.

Section 8. Amendments to Agreement. Both the District, and Pugh Cattle, acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both the District, and Pugh Cattle, acknowledge that any amendment to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the District and Pugh Cattle.

Section 9. Compliance with Public Records Laws. Pugh Cattle understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Pugh Cattle agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Pugh Cattle acknowledges that the designated public records custodian for the District is its District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Pugh Cattle 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 Pugh Cattle 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 Pugh Cattle' 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 Pugh Cattle, Pugh Cattle 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 PUGH CATTLE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO PUGH CATTLE' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ST. AUGUSTINE, FLORIDA 32092.

Section 10. Termination. The District may terminate this Agreement immediately with cause by providing written notice of termination to Pugh Cattle. The District shall provide thirty (30) days written notice of termination without cause.

In witness whereof, the District and Pugh Cattle have caused these presents to be executed on the day and year first written above.

Executed in the presence of:

Golden Gem Community Development District

_____
Print Name: _____

_____
Chairperson, Board of Supervisors

_____
Print Name: _____

Pugh Cattle Company, LLC,

_____
Print Name: _____

By:_____
Print Name:_____
Its:_____

_____
Print Name: _____

Attest:_____
Print Name:_____
Title:_____

SECTION VIII

SECTION C

SECTION 1

Golden Gem

Community Development District

Unaudited Financial Reporting

January 31, 2025

Table of Contents

1 Balance Sheet

2 General Fund

3 Series 2024 Debt Service Fund

4 Series 2024 Capital Projects Fund

5 Month to Month

6 Long Term Debt Report

Golden Gem

Community Development District

Combined Balance Sheet

January 31, 2025

	General Fund	*Debt Service Fund*	*Capital Projects Fund*	*Total Governmental Funds*
Assets:				
Cash:				
Operating Account	$ 8,227	$ -	$ -	$ 8,227
Investments				
Series 2024				
Revenue	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ -	$ -
Sinking Fund	$ -	$ -	$ -	$ -
Prepayment	$ -	$ -	$ -	$ -
Reserve	$ -	$ 2,712,768	$ -	$ 2,712,768
Capitalized Interest	$ -	$ 2,286,937	$ -	$ 2,286,937
Acquisition & Construction	$ -	$ -	$ 15,735,928	$ 15,735,928
Cost of Issuance	$ -	$ -	$ -	$ -
Due from Developer	$ -	$ -	$ -	$ -
Due from Capital Projects Fund	$ -	$ -	$ -	$ -
Due from General Fund	$ -	$ -	$ -	$ -
Prepaid Expenditures	$ -	$ -	$ -	$ -
Total Assets	**$ 8,227**	**$ 4,999,704**	**$ 15,735,928**	**$ 20,743,859**
Liabilities:				
Accounts Payable	$ -	$ -	$ -	$ -
Accrued Expenses	$ -	$ -	$ -	$ -
Contracts Payable	$ -	$ -	$ -	$ -
Due to Capital	$ -	$ -	$ -	$ -
Due to General Fund	$ -	$ -	$ -	$ -
Total Liabilites	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance:				
Nonspendable:				
Deposits and Prepaid Items	$ -	$ -	$ -	$ -
Assigned:				
Debt Service - Series 2024	$ -	$ 4,999,704	$ -	$ 4,999,704
Capital Projects Fund	$ -	$ -	$ 15,735,928	$ 15,735,928
Unassigned	$ 8,227	$ -	$ -	$ 8,227
Total Fund Balances	**$ 8,227**	**$ 4,999,704**	**$ 15,735,928**	**$ 20,743,859**
Total Liabilities & Fund Balance	$ 8,227	$ 4,999,704	$ 15,735,928	$ 20,743,859

Golden Gem

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues:				
Developer Contributions	$ 153,628	$ 65,981	$ 65,981	$ -
Total Revenues	**$ 153,628**	**$ 65,981**	**$ 65,981**	**$ -**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 4,000	$ 800	$ 3,200
FICA Expenditures	$ 918	$ 306	$ 61	$ 245
Engineering	$ 15,000	$ 5,000	$ -	$ 5,000
Attorney	$ 25,000	$ 8,333	$ 753	$ 7,581
Annual Audit	$ 5,000	$ -	$ -	$ -
Assessment Administration	$ 5,000	$ -	$ -	$ -
Arbitrage	$ 450	$ -	$ -	$ -
Dissemination	$ 5,000	$ 1,667	$ 1,667	$ (0)
Trustee Fees	$ 5,000	$ -	$ -	$ -
Management Fees	$ 37,500	$ 12,500	$ 12,500	$ -
Information Technology	$ 1,800	$ 600	$ 600	$ -
Website Maintenance	$ 1,200	$ 400	$ 400	$ -
Telephone	$ 300	$ 100	$ -	$ 100
Postage & Delivery	$ 1,000	$ 333	$ 1	$ 332
Insurance	$ 6,000	$ 6,000	$ 5,000	$ 1,000
Printing & Binding	$ 1,000	$ 333	$ -	$ 333
Legal Advertising	$ 15,000	$ 5,000	$ -	$ 5,000
Contingency	$ 5,000	$ 1,667	$ 161	$ 1,505
Office Supplies	$ 625	$ 208	$ 0	$ 208
Travel Per Diem	$ 660	$ 220	$ -	$ 220
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Property Taxes	$ -	$ -	$ 35,636	$ (35,636)
Total Administrative Expenditures	**$ 143,628**	**$ 46,843**	**$ 57,754**	**$ (10,911)**
Contingency	$ 10,000	$ 3,333	$ -	$ 3,333
Total Field Expenditures	**$ 10,000**	**$ 3,333**	**$ -**	**$ 3,333**
Total Expenditures	**$ 153,628**	**$ 50,176**	**$ 57,754**	**$ (7,578)**
Excess (Deficiency) of Revenues over Expenditures	$ -	$ 15,805	$ 8,227	
Fund Balance - Beginning	$ -		$ -	
Fund Balance - Ending	$ -		$ 8,227	

Golden Gem

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budge Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues:				
Assessments - Tax Roll	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ 83,869	$ 83,869
Total Revenues	**$ -**	**$ -**	**$ 83,869**	**$ 83,869**
Expenditures:				
Interest - 11/1	$ -	$ -	$ 813,882	$ (813,882)
Principal - 5/1	$ -	$ -	$ -	$ -
Interest - 5/1	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ 813,882**	**$ (813,882)**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (730,013)	
Other Financing Sources/(Uses):				
Bond Proceeds	$ -	$ -	$ -	$ -
Transfer In/(Out)	$ -	$ -	$ -	$ -
Total Other Financing Sources/(Uses)	$ -	$ -	$ -	$ -
Net Change in Fund Balance	**$ -**	**$ -**	**$ (730,013)**	**$ -**
Fund Balance - Beginning	**$ -**	**$ -**	**$5,729,717**	**$ -**
Fund Balance - Ending	**$ -**	**$ -**	**$4,999,704**	**$ -**

Golden Gem

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues:				
Developer Advances	$ -	$ -	$ -	$ -
Developer Contributions	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ 281,928	$ 281,928
Total Revenues	**$ -**	**$ -**	**$ 281,928**	**$ 281,928**
Expenditures:				
General & Administrative:				
Capital Outlay	$ -	$ -	$ 2,166,423	$ (2,166,423)
Capital Outlay - COI	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ 2,166,423**	**$ (2,166,423)**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (1,884,495)	
Other Financing Sources/(Uses):				
Bond Proceeds	$ -	$ -	$ -	$ -
Bond Discount	$ -	$ -	$ -	$ -
Transfer In/(Out)	$ -	$ -	$ -	$ -
Total Other Financing Sources/(Uses)	$ -	$ -	$ -	$ -
Net Change in Fund Balance	**$ -**	**$ -**	**$ (1,884,495)**	**$ -**
Fund Balance - Beginning	$ -	$ -	$ 17,620,423	$ -
Fund Balance - Ending	$ -	$ -	$ 15,735,928	$ -

Golden Gem

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	$ 12,088	$ 3,968	$ 45,818	$ 4,107	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 65,981
Total Revenues	**$ 12,088**	**$ 3,968**	**$ 45,818**	**$ 4,107**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 65,981**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ -	$ 800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 800
FICA Expenditures	$ -	$ 61	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 61
Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Attorney	$ 438	$ 315	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 753
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assessment Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dissemination	$ 417	$ 417	$ 417	$ 417	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,667
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management Fees	$ 3,125	$ 3,125	$ 3,125	$ 3,125	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,500
Information Technology	$ 150	$ 150	$ 150	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 600
Website Maintenance	$ 100	$ 100	$ 100	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 400
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage & Delivery	$ 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1
Insurance	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
Printing & Binding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ 38	$ 38	$ 47	$ 38	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 161
Office Supplies	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
Travel Per Diem	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Property Tax	$ -	$ 35,636	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,636
Total Administrative Expenditur	**$ 9,444**	**$ 40,642**	**$ 3,838**	**$ 3,830**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 57,754**
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Field Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Expenditures	**$ 9,444**	**$ 40,642**	**$ 3,838**	**$ 3,830**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 57,754**
Excess Revenues (Expenditures)	$ 2,644	$ (36,674)	$ 41,980	$ 277	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,227

Golden Gem

Community Development District

Long Term Debt Report

Series 2024 Special Assessment Revenue Bonds	
Interest Rate:	5.15% to 6.00%
Maturity Date:	11/1/2055
Optional Redemption Date:	On or After 5/1/2034
Reserve Fund Definition:	50% MADS After Release Conditions
Reserve Fund Requirement:	$2,712,768
Reserve Fund Balance:	$2,712,768
Bonds outstanding - 5/31/2024	$36,550,000
Less: May 1, 2029 Principal	$0
Current Bonds Outstanding	$36,550,000

SECTION 2

Golden Gem

Community Development District

Funding Request #11
November 13, 2024

Bill to: Wyld Oaks Development

	Payee		General Fund
1	**GMS- Central Florida, LLC**		
	Invoice # 12 - Management Fees November 2024	$	3,791.67
2	**Kutak Rock, LLP**		
	Invoice # 3470311 - General Counsel September 2024	$	1,300.41
3	**Orange County Tax Collector**		
	Tax Year 2024 Property Taxes	$	35,268.51
4	**Supervisor Fees - 11/13/2024 Meeting**		
	Craig Linton, Jr.	$	215.30
	H.M. Ridgely, III	$	215.30
	Taylor Edwards	$	215.30
	Duane "Rocky" Owen	$	215.30
		$	**41,221.79**
	Total:	**$**	**41,221.79**

Please make check payable to:

Golden Gem Community Development District
4530 Eagle Falls Place
Tampa, FL 33619

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 12
Invoice Date: 11/1/24
Due Date: 11/1/24
Case:
P.O. Number:

Bill To:

Golden Gem CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - November 2024		3,125.00	3,125.00
Website Administration - November 2024		100.00	100.00
Information Technology - November 2024		150.00	150.00
Dissemination Agent Services - November 2024		416.67	416.67

Total	$3,791.67
Payments/Credits	$0.00
Balance Due	$3,791.67

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3470311
Client Matter No. 47123-1
Notification Email: eftgroup@kutakrock.com

October 31, 2024

Golden Gem CDD
c/o Governmental Management Services
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3470311
47123-1

Re: General Counsel

For Professional Legal Services Rendered

09/03/24	A. Willson	0.40	126.00	Confer with Roberson and Vanderbilt regarding upcoming board meeting agenda items; work session with Gillis regarding same
09/04/24	J. Gillis	0.90	157.50	Draft resolution ratifying sale of Series 2024 bonds; draft disclosure of public finance
09/04/24	A. Willson	0.80	252.00	Review and revise disclosure of public financing and resolution ratifying same of bonds; confer with Edwards, Kaleita, Walda and Beninati regarding same
09/10/24	A. Willson	0.30	94.50	Review meeting agenda; prepare materials for board meeting
09/11/24	A. Willson	0.80	252.00	Attend board meeting; post meeting follow up
09/12/24	A. Willson	0.20	63.00	Confer with Edwards regarding impact fee credits and sale process
09/16/24	A. Willson	0.70	220.50	Confer with Edwards, Mossing, and Flint regarding upcoming property sales, impact fee credits, and sale of same; review items regarding same

09/17/24	J. Gillis	0.40	70.00	Draft form of partial release of assessment lien
09/30/24	J. Gillis	0.30	52.50	Coordinate recording of disclosure of public financing

TOTAL HOURS 4.80

TOTAL FOR SERVICES RENDERED $1,288.00

DISBURSEMENTS

Freight and Postage 12.41

TOTAL DISBURSEMENTS 12.41

TOTAL CURRENT AMOUNT DUE $1,300.41

UNPAID INVOICES:

August 26, 2024	Invoice No. 3439068	277.00
September 30, 2024	Invoice No. 3454613	249.50

TOTAL DUE $1,826.91

2024 Real Estate

ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
INDEPENDENTLY ELECTED TO SERVE YOU

Orange County Notice of Ad Valorem Taxes & Non-Ad Valorem Assessments

GOLDEN GEM COMMUNITY DEVELOPMENT
C/O GOVERNMENTAL MNGT SERVICES LLC
219 E LIVINGSTON ST
ORLANDO, FL 32801-1508

Account Number: 0660690-9
Assessed Value: 2,276,155
Millage Code: 11 APK
Parcel Number: 13-20-27-0000-00076
Address: 0 GOLDEN GEM RD APOPKA 32712
Exemptions:

AD VALOREM TAXES

Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied
STATE SCHOOL	2,276,155	0	2,276,155	3.2160	$7,320.11
LOCAL SCHOOL	2,276,155	0	2,276,155	3.2480	$7,392.95
GEN COUNTY	2,276,155	0	2,276,155	4.4347	$10,094.06
APOPKA	2,276,155	0	2,276,155	4.6876	$10,669.70
LIBRARY	2,276,155	0	2,276,155	0.3748	$853.10
SJWM	2,276,155	0	2,276,155	0.1793	$408.11

Total Millage: 16.1404 **Subtotal:** $36,738.03

NON-AD VALOREM ASSESSMENTS

Levying Authority	Phone Number	Amount	Levying Authority	Phone Number	Amount

Subtotal: $0.00

Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments: **$36,738.03**

Payments not received by March 31st are delinquent.

DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

0660690-9
0 GOLDEN GEM RD APOPKA 32712
13-20-27-0000-00076
COMM AT SW COR OF LOT 2 KELLY PARK CROSSINGS 111/122 TH N0-29-47W 973.3 FT TO POB TH S89-30-21W 1304.38 FT TH N0-21-3W 1
...

Make checks payable to:
Scott Randolph or Orange County Tax Collector

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Nov. 30, 2024	**$35,268.51**
Dec. 31, 2024	$35,635.89
Jan. 31, 2025	$36,003.27
Feb. 28, 2025	$36,370.65
Mar. 31, 2025	$36,738.03

P.O. BOX 545100
ORLANDO FL 32854-5100

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT
C/O GOVERNMENTAL MNGT SERVICES LLC
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

45
7 - 12592

2024 Real Estate

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Golden Gem CDD

Board Meeting Date: November 13, 2024

	Name	*In Attendance Please √*	*Fee Involved Yes / No*
1	Craig Linton, Jr.	✓	Yes ($200)
2	H.M. Ridgely, III	✓	Yes ($200)
3	Taylor Edwards	✓ (phone)	Yes ($200)
4	George Hamner, Jr.		Yes ($200)
5	Duane "Rocky" Owen	✓	Yes ($200)

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

11/13/24
Date

*****RETURN SIGNED DOCUMENT TO DISTRICT ACCOUNTANT*****

Golden Gem

Community Development District

Funding Request #12
December 18, 2024

Bill to: Wyld Oaks Development

	Payee		General Fund
1	**GMS- Central Florida, LLC**		
	Invoice # 13 - Management Fees December 2024	$	3,791.67
2	**Kutak Rock, LLP**		
	Invoice # 3483594 - General Counsel October 2024	$	437.60
3	**Orange County Tax Collector**		
	Tax Year 2024 Property Taxes (Balance)	$	367.38
		$	**4,596.65**
	Total:	**$**	**4,596.65**

Please make check payable to:

Golden Gem Community Development District
4530 Eagle Falls Place
Tampa, FL 33619

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 13
Invoice Date: 12/1/24
Due Date: 12/1/24
Case:
P.O. Number:

Bill To:

Golden Gem CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - December 2024		3,125.00	3,125.00
Website Administration - December 2024		100.00	100.00
Information Technology - December 2024		150.00	150.00
Dissemination Agent Services - December 2024		416.67	416.67

Total	$3,791.67
Payments/Credits	$0.00
Balance Due	$3,791.67

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3483594
Client Matter No. 47123-1
Notification Email: eftgroup@kutakrock.com

November 20, 2024

Golden Gem CDD
c/o Governmental Management Services
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3483594
47123-1

Re: General Counsel

For Professional Legal Services Rendered

10/01/24	J. Gillis	0.10	17.50	Follow up on recording of disclosure of public finance
10/24/24	A. Willson	0.90	283.50	Confer with Edwards and Flint regarding sale of property within the district; review items regarding same; review and revise partial release of assessment lien
10/25/24	A. Willson	0.20	63.00	Confer with Edwards regarding property sale and District items
TOTAL HOURS		1.20		

TOTAL FOR SERVICES RENDERED		$364.00
DISBURSEMENTS		
Filing and Court Fees	73.60	
TOTAL DISBURSEMENTS		73.60
TOTAL CURRENT AMOUNT DUE		$437.60

UNPAID INVOICES:

August 26, 2024	Invoice No. 3439068	277.00
September 30, 2024	Invoice No. 3454613	249.50
October 31, 2024	Invoice No. 3470311	1,300.41
TOTAL DUE		$2,264.51

2024 Real Estate

ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
INDEPENDENTLY ELECTED TO SERVE YOU

Orange County Notice of Ad Valorem Taxes & Non-Ad Valorem Assessments

GOLDEN GEM COMMUNITY DEVELOPMENT
C/O GOVERNMENTAL MNGT SERVICES LLC
219 E LIVINGSTON ST
ORLANDO, FL 32801-1508

Account Number: 0660690-9
Assessed Value: 2,276,155
Millage Code: 11 APK
Parcel Number: 13-20-27-0000-00076
Address: 0 GOLDEN GEM RD APOPKA 32712
Exemptions:

AD VALOREM TAXES

Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied
STATE SCHOOL	2,276,155	0	2,276,155	3.2160	$7,320.11
LOCAL SCHOOL	2,276,155	0	2,276,155	3.2480	$7,392.95
GEN COUNTY	2,276,155	0	2,276,155	4.4347	$10,094.06
APOPKA	2,276,155	0	2,276,155	4.6876	$10,669.70
LIBRARY	2,276,155	0	2,276,155	0.3748	$853.10
SJWM	2,276,155	0	2,276,155	0.1793	$408.11

Total Millage: 16.1404 **Subtotal:** $36,738.03

NON-AD VALOREM ASSESSMENTS

Levying Authority	Phone Number	Amount	Levying Authority	Phone Number	Amount

Subtotal: $0.00

Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments: **$36,738.03**

Payments not received by March 31st are delinquent.

DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

0660690-9
0 GOLDEN GEM RD APOPKA 32712
13-20-27-0000-00076
COMM AT SW COR OF LOT 2 KELLY PARK CROSSINGS 111/122 TH N0-29-47W 973.3 FT TO POB TH S89-30-21W 1304.38 FT TH N0-21-3W 1
...

Make checks payable to:
Scott Randolph or Orange County Tax Collector

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Nov. 30, 2024	**$35,268.51**
Dec. 31, 2024	$35,635.89
Jan. 31, 2025	$36,003.27
Feb. 28, 2025	$36,370.65
Mar. 31, 2025	$36,738.03

$35,635.89 - $35,268.51 = $367.38

P.O. BOX 545100
ORLANDO FL 32854-5100

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT
C/O GOVERNMENTAL MNGT SERVICES LLC
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

45
7 - 12592

2024 Real Estate

Golden Gem

Community Development District

Funding Request #13
January 15, 2025

Bill to: Wyld Oaks Development

	Payee		General Fund
1	**GMS- Central Florida, LLC**		
	Invoice # 14 - Management Fees January 2024	$	3,791.67
2	**Kutak Rock, LLP**		
	Invoice # 3501834 - General Counsel November 2024	$	315.00
		$	**4,106.67**
	Total:	**$**	**4,106.67**

Please make check payable to:

Golden Gem Community Development District
4530 Eagle Falls Place
Tampa, FL 33619

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 14
Invoice Date: 1/1/25
Due Date: 1/1/25
Case:
P.O. Number:

Bill To:

Golden Gem CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - January 2025		3,125.00	3,125.00
Website Administration - January 2025		100.00	100.00
Dissemination Agent Services - January 2025		416.67	416.67
Information Technology - January 2025		150.00	150.00

Total	$3,791.67
Payments/Credits	$0.00
Balance Due	$3,791.67

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3501834
Client Matter No. 47123-1
Notification Email: eftgroup@kutakrock.com

December 30, 2024

Golden Gem CDD
c/o Governmental Management Services
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3501834
47123-1

Re: General Counsel

For Professional Legal Services Rendered

11/07/24	A. Willson	0.30	94.50	Confer with Vanderbilt and Roberson regarding upcoming meeting agenda
11/13/24	A. Willson	0.70	220.50	Review meeting agenda; prepare materials for board meeting; attend same

TOTAL HOURS 1.00

TOTAL FOR SERVICES RENDERED $315.00

TOTAL CURRENT AMOUNT DUE $315.00