Golden Gem
Community Development District

Agenda

April 9, 2025

AGENDA

Golden Gem
Community Development District

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

April 2, 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, April 9, 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:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the February 12, 2025 Meeting
4. Ratification of Series 2024 Requisitions #32 - #39
5. Consideration of Resolution 2025-01 Approving the Proposed Fiscal Year 2026 Budget and Setting a Public Hearing
6. Consideration of Letter Agreement Regarding Transportation Development Agreement with City of Apopka and Kelly Park VB Development, LLC
7. Consideration of Stormwater Drainage Easement Agreement with Kelly Park VB Development, LLC and Lit Cadence West Kelly Phase I, LLC
8. Appointment of Audit Committee and Chairman
9. Staff Reports
    A. Attorney
    B. Engineer
    C. District Manager's Report
        i. Balance Sheet and Income Statement
        ii. Ratification of Funding Requests #14 - #15
10. Other Business
11. Supervisor's Requests
12. Adjournment

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Audit Services
    A. Approval of Request for Proposals and Selection Criteria
    B. Approval of Notice of Request for Proposals for Audit Services
    C. Public Announcement of Opportunity to Provide Audit Services
4. 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

BOARD OF SUPERVISORS

MEETING

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, February 12, 2025 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	Assistant Secretary
George Hamner, Jr.	Assistant Secretary
Duane "Rocky" Owen	Assistant Secretary

Also present were:

George Flint	District Manager
Alyssa Willson *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. Five Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS **Public Comment Period**

Mr. Flint stated no members of the public were present to provide comment and the next item followed.

THIRD ORDER OF BUSINESS **Approval of Minutes of the November 13, 2024 Meeting**

Mr. Flint presented the minutes of the November 13, 2024 Board of Supervisors meeting and asked for any questions, comments, or corrections. The Board had no changes to the minutes, and Mr. Flint asked for a motion of approval.

> On MOTION by Mr. Hamner, Jr., seconded by Mr. Linton, Jr., with all in favor, the Minutes of the November 13, 2024 Meeting, were approved as presented.

FOURTH ORDER OF BUSINESS **Ratification of Pioneering Agreement Funding Agreement Obligation Letter**

Ms. Willson presented the agreement letter for the payment to the City for the Pioneering agreement and impact fee payment. These were contemplated in the bonds transaction and acquisition agreement, and this will memorialize those agreements for the record and the personal assignment of that obligation to the CDD rather than staying with the developer. This is necessary for the construction of the public improvements and the development of the items within the CDD. Ms. Willson noted that the due date of the payment fell before the occurrence of this meeting which is why the Board is needing to ratify that action.

> On MOTION by Mr. Linton, Jr., seconded by Mr. Hamner, Jr., with all in favor, the Pioneering Agreement Funding Agreement Obligation Letter, was ratified.

FIFTH ORDER OF BUSINESS **Ratification of Easement Agreement – *Under Separate Cover***

Mr. Flint noted that this easement agreement is still being worked on and Ms. Willson confirmed stating that there are modifications being made to the document and anticipated that it may need to be executed and brought back to the Board for ratification. As soon as there is a final form of this agreement it will be brought back to the Board. This item will be deferred until that time.

SIXTH ORDER OF BUSINESS **Ratification of Series 2024 Requisitions #20 – #31**

Mr. Flint presented requisitions #20 – #31 to the Board stating the reasons for the requisitions and offering to answer any Board questions.

> On MOTION by Mr. Linton, Jr., seconded by Mr. Hamner, Jr., with all in favor, Series 2024 Requisitions #20 – #31, were ratified.

SEVENTH ORDER OF BUSINESS **Consideration of Hold Harmless Agreement with Pugh Cattle Company, LLC**

Mr. Flint stated that this agreement with Pugh Cattle Company, LLC would allow them to utilize running cows on properties owned by the CDD. This Hold Harmless agreement disconnects the District from any liability. There were no Board questions and a motion of approval.

> On MOTION by Mr. Linton, Jr., seconded by Mr. Edwards, with all in favor, the Hold Harmless Agreement with Pugh Cattle Company, LLC, was approved.

EIGHTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Willson had no report for the Board and offered to any questions.

B. Engineer

Mr. Roberson updated the Board on the construction status noting that March will be a big month. He is hoping that final construction will occur in April with landscaping and irrigation to follow. There were no questions for the District Engineer and the next item followed.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint reviewed the unaudited financial statements through the end of January. There is no action required on this item and there were no Board questions.

ii. Ratification of Funding Request #11 – #13

Mr. Flint reviewed Funding Requests #11 – #13.

> On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Funding Requests #11 – #13, were ratified.

NINTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS Supervisor's Requests

Mr. Flint asked for any Supervisors requests. Hearing no requests, the next item followed.

ELEVENTH ORDER OF BUSINESS Adjournment

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

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION IV

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: 32

(B) Name of Payee: Kutak Rock LLP

(C) Amount Payable: $368.88

(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

January 29, 2025

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. 3514356
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. 3514356
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

12/10/24	J. Gillis	0.50	87.50	Review and revise response to notice to owner from Dixie Lime & Stone Company; draft response to notice to owner from National Trench Safety; confer with staff regarding same
12/17/24	J. Gillis	0.30	52.50	Receive and review notice to owner from Seminole Asphalt Paving; draft response regarding same
12/17/24	A. Willson	0.30	94.50	Review notice to owner; work session with Gillis regarding response; review and revise response to same
12/18/24	J. Gillis	0.10	17.50	Finalize responses to notices to owner received from Seminole Asphalt Paving and National Trench Safety
12/26/24	A. Willson	0.20	63.00	Review Seminole Asphalt Paving notice to owner; work session with Gillis regarding same
12/31/24	J. Gillis	0.30	52.50	Receive and review notice to owner from Middlesex Asphalt; draft response to same

TOTAL HOURS	1.70		
TOTAL FOR SERVICES RENDERED			$367.50
DISBURSEMENTS			
Freight and Postage		1.38	
TOTAL DISBURSEMENTS			1.38
TOTAL CURRENT AMOUNT DUE			$368.88

REQUISITION

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(A) Requisition Number: 33

(B) Name of Payee: Kimley Horn

(C) Amount Payable: $1,755.00

(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 Jan 31, 2025

Invoice Amount: $1,755.00

Invoice No: 30751137
Invoice Date: Jan 31, 2025

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	16,412.50	14,657.50	1,755.00
Subtotal	**25,000.00**	**16,412.50**	**14,657.50**	**1,755.00**
Total HOURLY NOT TO EXCEED				**1,755.00**

Total Invoice: $1,755.00

Description of Services:
INTERIM ENGINEERING

- Review and approve Req 25.
- Review and approve pay req 27
- Review and approve pay req 28.
- Coordinate with KPVB on effort for original engineer's report.
- Review and approve pay Req 29.
- Review and approve pay Req 30.
- Review and approve pay Req 31.
- Coordinate responses on CDD paying for Pioneer Agreement expenses.
- meeting with CDD team on 1/29 regarding adding additional roads into credits.

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

Kimley»Horn

Labor and Expense Detail

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

Invoice No: 30751137
Invoice Date: Jan 31, 2025

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	4.5	390.00	1,755.00
TOTAL 01INTERIM ENGINEERING		**4.5**		**1,755.00**
TOTAL LABOR AND EXPENSE DETAIL				**1,755.00**

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

REQUISITION

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(A) Requisition Number: 34

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

(C) Amount Payable: $31,250.42

(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: 13

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

PERIOD TO: 1/20/25

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)		$ 6,311,129.44
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$315,556.47	
b. 5 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 315,556.47
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 5,995,572.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,836,542.97
8. CURRENT PAYMENT DUE		$ 159,030.00 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 921,581.32

Total Completed and Stored To Date That is Eligible For CDD Payment	1,808,981.67
Total Retainage At 5%	90,449.08
Total Earned Which Is Eligible For CDD Payment, Less Retainage	1,718,532.58
Less Amount Previously Due By CDD	1,687,282.16
Current Payment Due By CDD	31,250.42
Total Completed and Stored To Date - Eligible For KPVBD Payment	4,502,147.77
Total Retainage At 5%	225,107.39
Total Earned Which Is Eligible For KPVBD Payment, Less Retainage	4,277,040.39
Less Amount Previously Due By KPVBD	4,149,260.81
Current Payment Due By KPVBD	127,779.58

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 16th day of September, 2024
Notary Public: _____
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 ..... $ 159,030.00

(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: 2-03-25

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.

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 13
APPLICATION DATE: 12/20/2024
PERIOD TO: 1/20/2025
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 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	CDD Eligibility Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By KPVHD	KPVHD Eligibility 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	$3,000.00		$47,100.00	97%	$1,291.25	$2,355.00	9.97%	$4,695.87	$234.79	90.03%	$42,404.13	$2,120.21
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	$3,053,808.00	$26,000.00		$3,079,808.00	100%	$2,441.94	$153,990.40	9.97%	$307,056.86	$15,352.84	90.03%	$2,772,751.14	$138,637.56
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%	$26,341.50	$1,317.08	90.03%	$236,963.14	$11,848.16
19.	GRADE SITE	1	LS	$42,707.00	$42,707.00	$40,800.00	$0.00		$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	$108,900.00		$108,900.00	34%	$214,668.70	$5,445.00	9.97%	$10,857.33	$542.87	90.03%	$98,042.67	$4,902.13
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	$11,500.00		$134,400.00	38%	$220,413.60	$6,720.00	9.97%	$13,399.68	$669.98	90.03%	$121,000.32	$6,050.02
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: 13
APPLICATION DATE: 12/20/2024
PERIOD TO: 1/20/2025
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%	% Eligible For Payment By CDD	CDD Eligibility Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By KPVHD	KPVHD Eligibility Total Completed And Stored To Date Eligible For Payment By KPVHD	Total KPVHD 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	$18,000.00		$18,000.00	53%	$16,017.00	$900.00	100%	$18,000.00	$900.00	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 Revelsion 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	$142,651.74	$0.00		$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	$6,800.00	$0.00		$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	$6,143,729.44	$167,400.00	$0.00	$6,311,129.44	91%	$606,024.85	$315,556.47		$1,808,941.67	$90,449.08		$4,502,147.77	$225,107.39
	GRAND TOTALS				$6,917,154.29	$6,143,729.44	$167,400.00	$0.00	$6,311,129.44		$606,024.85	$315,556.47		$1,808,941.67	$90,449.08		$4,502,147.77	$225,107.39

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Mass Site Application #13 Period Through 1/20/25

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.....$159,030.00
(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: 2/20/25
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.

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 01/20/2025.
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	$6,427.00
2. Koncept Carma, Inc.	$605.00
3. Krane Development, Inc. dba ADS Services, Inc.	$0.00
4. Lake Jem Farms	$87,333.12
5. Mid Florida Materials Co.	$0.00
6. Quality Petroleum Corporation	$4,863.01
7. Street Smart Rentals LLC	$1,389.93
8. Sunbelt Rentals, Inc.	$0.00
9. Trench Plate Rental Co.	$4,505.50

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

Jody L. Bass, Affiant

Sworn to and subscribed before me this 4th day of February, 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

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]

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 159,030.00 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 01/20/2025 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 February 4, 2025.

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 4th day of February, 20 25, 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

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: 35

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

(C) Amount Payable: $422,551.26

(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: 8

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO: 1/20/25

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)		$ 7,730,132.86
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$386,506.64	
b. 5 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 386,506.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 7,343,626.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 6,751,403.32
8. CURRENT PAYMENT DUE		$ 592,222.90 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 7,401,600.85

Total Completed and Stored To Date Allocated To Cadence	$1,277,542.63
Total Retainage At 5%	$63,877.13
Total Allocated To Cadence, Less Retainage	$1,213,665.50
Less Previous Balances Due By Cadence	$1,112,987.61
Current Payment Due By Cadence	$100,677.89
Total Completed and Stored To Date Allocated To CDD	$6,379,965.23
Total Retainage At 5%	$318,998.26
Total Allocated To CDD, Less Retainage	$6,060,966.97
Less Previous Balances Due By CDD	$5,638,415.71
Current Payment Due By CDD	$422,551.26
Total Completed and Stored To Date Allocated To KPVBD	$72,625.00
Total Retainage At 5%	$3,631.25
Total Allocated To KPVBD, Less Retainage	$68,993.75
Less Previous Balances Due By KPVBD	$0.00
Current Payment Due By KPVBD	$68,993.75

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: Jodi M. Ball Date: 1/20/2025

State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 20th day of January, 2025
Notary Public:
My Commission expires:

PEDRO J BALDAGUEZ
Notary Public - State of Florida
Commission # HH 138966
My Comm. Expires Jun 6, 2025
Bonded through National Notary Assn.

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 ..... $ 592,222.90

(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: 2-03-25

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- Infrastructure Application #8 Period Through 1/20/25

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.....$592,222.90
(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: 2/20/25
Name: Timothy R. Dunhard
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: 8
APPLICATION DATE: 1/20/2025
PERIOD TO: 1/20/2025
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	Q	R
		SCHEDULED VALUE				WORK COMPLETED															
ITEM NO.	DESCRIPTION OF WORK	Quantity	Unit	Price	Total	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%	Total Completed And Stored To Date To Be Paid By KPVHD	Total KPVHD Retainage @ 5%
	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	$0.00	$0.00
2.	GENERAL CONDITIONS	1	LS	$221,250.00	$221,250.00	$171,000.00	$18,500.00		$189,500.00	86%	$31,750.00	$9,475.00	Yes	17.00%	$32,215.00	$1,610.75	83.00%	$157,285.00	$7,864.25	$0.00	$0.00
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	$0.00	$0.00
4.	LAYOUT/ASBUILTS	1	LS	$96,518.75	$96,518.75	$69,920.00	$4,500.00		$74,420.00	77%	$22,098.75	$3,721.00	Yes	17.00%	$12,651.40	$632.57	83.00%	$61,768.60	$3,088.43	$0.00	$0.00
5.	SWWWP	1	LS	$28,750.00	$28,750.00	$19,200.00	$2,500.00		$21,700.00	75%	$7,050.00	$1,085.00	Yes	17.00%	$3,689.00	$184.45	83.00%	$18,011.00	$900.55	$0.00	$0.00
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	$0.00	$0.00
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	$0.00	$0.00
8.	CONSTRUCTION ENTRY	2	EA	$12,647.28	$25,294.56	$16,800.00	$5,500.00		$22,300.00	88%	$2,994.56	$1,115.00	Yes	17.00%	$3,791.00	$189.55	83.00%	$18,509.00	$925.45	$0.00	$0.00
9.	MASS GRADING	31971	CY	$2.81	$89,838.51	$78,750.00	$4,500.00		$83,250.00	93%	$6,588.51	$4,162.50	Yes	17.00%	$14,152.50	$707.63	83.00%	$69,097.50	$3,454.88	$0.00	$0.00
10.	ROADWAY GRADING	1	LS	$97,182.84	$97,182.84	$79,700.00	$6,000.00		$85,700.00	88%	$11,482.84	$4,285.00	Yes	17.00%	$14,569.00	$728.45	83.00%	$71,131.00	$3,556.55	$0.00	$0.00
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	$0.00	$0.00
12.	10" FORCE MAIN	5244	LF	$70.72	$370,855.68	$286,600.00	$53,000.00	$0.00	$339,600.00	92%	$31,255.68	$16,980.00	Yes	17.00%	$57,732.00	$2,886.60	83.00%	$281,868.00	$14,093.40	$0.00	$0.00
13.	10" PLUG VALVE	14	EA	$5,619.75	$78,676.50	$70,750.00	$4,000.00	$0.00	$74,750.00	95%	$3,926.50	$3,737.50	Yes	17.00%	$12,707.50	$635.38	83.00%	$62,042.50	$3,102.13	$0.00	$0.00
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	$0.00	$0.00
15.	6" FORCE MAIN	648	LF	$50.13	$32,484.24	$26,500.00	$5,984.24	$0.00	$32,484.24	100%	$0.00	$1,624.21	Yes	17.00%	$5,522.32	$276.12	83.00%	$26,961.92	$1,348.10	$0.00	$0.00
16.	6" PLUG VALVE	12	EA	$3,905.17	$46,862.04	$34,204.00	$12,658.04	$0.00	$46,862.04	100%	$0.00	$2,343.10	Yes	17.00%	$7,966.55	$398.33	83.00%	$38,895.49	$1,944.77	$0.00	$0.00
17.	4" FORCE MAIN	20	LF	$36.17	$723.40	$0.00	$723.40		$723.40	100%	$0.00	$36.17	Yes	17.00%	$122.98	$6.15	83.00%	$600.42	$30.02	$0.00	$0.00
18.	4" PLUG VALVE	1	EA	$2,366.34	$2,366.34	$690.00	$1,676.34	$0.00	$2,366.34	100%	$0.00	$118.32	Yes	17.00%	$402.28	$20.11	83.00%	$1,964.06	$98.20	$0.00	$0.00
19	FORCE MAIN FITTINGS	1	LS	$78,184.45	$78,184.45	$73,652.00	$1,100.00	$0.00	$74,752.00	96%	$3,432.45	$3,737.60	Yes	17.00%	$12,707.84	$635.39	83.00%	$62,044.16	$3,102.21	$0.00	$0.00
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	$0.00	$0.00
21.	18" HDPE	931	LF	$50.28	$46,810.68	$38,356.00	$4,000.00	$0.00	$42,356.00	90%	$4,454.68	$2,117.80	Yes	17.00%	$7,200.52	$360.03	83.00%	$35,155.48	$1,757.77	$0.00	$0.00
22.	24" HDPE	1279	LF	$73.70	$94,263.30	$80,098.00	$5,000.00	$0.00	$85,098.00	90%	$9,164.30	$4,254.90	Yes	17.00%	$14,466.66	$723.33	83.00%	$70,631.34	$3,531.57	$0.00	$0.00
23.	42" HDPE	106	LF	$246.25	$26,103.56	$19,185.00	$3,000.00	$0.00	$22,185.00	85%	$3,918.56	$1,109.25	Yes	17.00%	$3,771.45	$188.57	83.00%	$18,413.55	$920.68	$0.00	$0.00
24.	48" HDPE	691	LF	$320.15	$221,230.36	$197,590.00	$9,500.00	$0.00	$207,090.00	94%	$14,140.36	$10,354.50	Yes	17.00%	$35,205.30	$1,760.27	83.00%	$171,884.70	$8,594.24	$0.00	$0.00
25.	54"/60" HDPE	1462	LF	$360.14	$526,524.68	$503,200.00	$9,000.00	$0.00	$512,200.00	97%	$14,324.68	$25,610.00	Yes	17.00%	$87,074.00	$4,353.71	83.00%	$425,126.00	$21,256.30	$0.00	$0.00
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	$0.00	$0.00
27.	36" HDPE	1394	LF	$114.98	$160,282.12	$144,080.00	$5,000.00	$0.00	$149,080.00	93%	$11,202.12	$7,454.00	Yes	17.00%	$25,343.60	$1,267.18	83.00%	$123,736.40	$6,186.82	$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: 8
APPLICATION DATE: 1/20/2025
PERIOD TO: 1/20/2025
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	Q	R
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%	Total Completed And Stored To Date To Be Paid By KPWSD	Total KPWSD Retainage @ 5%
		Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD														
28.	72" RCP	1381	LF	$747.54	$1,032,352.74	$1,017,550.00	$6,000.00	$0.00	$1,023,550.00	99%	$8,802.74	$51,177.50	Yes	17.00%	$174,003.50	$8,700.18	83.00%	$849,546.50	$42,477.33	$0.00	$0.00
29.	TYPE "P" MANHOLE	4	EA	$15,330.53	$61,322.12	$44,100.00	$4,500.00	$0.00	$48,600.00	79%	$12,722.12	$2,430.00	Yes	17.00%	$8,262.00	$413.10	83.00%	$40,338.00	$2,016.90	$0.00	$0.00
31.	TYPE P-5 WITH "J" BOTTOMS	11	EA	$12,400.26	$136,402.86	$114,900.00	$8,000.00	$0.00	$122,900.00	90%	$13,502.86	$6,145.00	Yes	17.00%	$20,893.00	$1,044.65	83.00%	$102,007.00	$5,100.35	$0.00	$0.00
32.	TYPE P-5 INLETS	25	EA	$6,492.88	$162,322.00	$144,200.00	$6,500.00	$0.00	$150,700.00	93%	$11,622.00	$7,535.00	Yes	17.00%	$25,619.00	$1,280.95	83.00%	$125,081.00	$6,254.05	$0.00	$0.00
33.	TYPE P-6 WITH "J" BOTTOMS	8	EA	$14,844.13	$118,753.04	$100,150.00	$7,000.00	$0.00	$107,150.00	90%	$11,603.04	$5,357.50	Yes	17.00%	$18,215.50	$910.78	83.00%	$88,934.50	$4,446.73	$0.00	$0.00
34.	TYPE P-6 INLETS	4	EA	$7,220.65	$28,882.60	$13,620.00	$4,500.00	$0.00	$18,120.00	63%	$10,762.60	$906.00	Yes	17.00%	$3,080.40	$154.02	83.00%	$15,039.60	$751.98	$0.00	$0.00
35.	TYPE "J" BOTTOM WITH TYPE "A" MANHOLE	1	EA	$33,164.59	$33,164.59	$19,000.00	$3,800.00	$0.00	$22,800.00	69%	$10,364.59	$1,140.00	Yes	17.00%	$3,876.00	$193.80	83.00%	$18,924.00	$946.20	$0.00	$0.00
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	$0.00	$0.00
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	$0.00	$0.00
38.	8" C-900	487	LF	$50.94	$24,807.78	$18,500.00	$2,500.00	$0.00	$21,000.00	85%	$3,807.78	$1,050.00	Yes	17.00%	$3,570.00	$178.50	83.00%	$17,430.00	$871.50	$0.00	$0.00
39.	16" DIP	2,581	LF	$131.18	$338,575.58	$302,726.00	$21,000.00	$0.00	$323,726.00	96%	$14,849.58	$16,186.30	Yes	17.00%	$55,033.42	$2,751.67	83.00%	$268,692.58	$13,434.63	$0.00	$0.00
40.	12" C-900	2,752	LF	$87.96	$242,065.92	$213,160.00	$13,500.00	$0.00	$226,660.00	94%	$15,405.92	$11,333.00	Yes	17.00%	$38,532.20	$1,926.61	83.00%	$188,127.80	$9,406.39	$0.00	$0.00
41.	6" C-900	816	LF	$37.07	$30,249.12	$18,780.00	$6,200.00	$0.00	$24,980.00	83%	$5,269.12	$1,249.00	Yes	17.00%	$4,246.60	$212.33	83.00%	$20,733.40	$1,036.67	$0.00	$0.00
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	$0.00	$0.00
43.	6" GATE VALVE	13	EA	$1,903.55	$24,746.15	$17,100.00	$2,000.00		$19,100.00	77%	$5,646.15	$955.00	Yes	17.00%	$3,247.00	$162.35	83.00%	$15,853.00	$792.65	$0.00	$0.00
44.	16" GATE VALVE	18	EA	$8,950.47	$161,108.46	$137,600.00	$9,800.00	$0.00	$147,400.00	91%	$13,708.46	$7,370.00	Yes	17.00%	$25,058.00	$1,252.90	83.00%	$122,342.00	$6,117.10	$0.00	$0.00
45.	8" GATE VALVE	17	EA	$2,648.89	$45,031.13	$37,000.00	$3,000.00	$0.00	$40,000.00	89%	$5,031.13	$2,000.00	Yes	17.00%	$6,800.00	$340.00	83.00%	$33,200.00	$1,660.00	$0.00	$0.00
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	$0.00	$0.00
47.	FIRE HYDRANT ASSEMBLY	18	EA	$6,239.51	$112,311.18	$88,750.00	$11,500.00		$100,250.00	89%	$12,061.18	$5,012.50	Yes	17.00%	$17,042.50	$852.13	83.00%	$83,207.50	$4,160.38	$0.00	$0.00
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	$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	$0.00	$0.00
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	$0.00	$0.00
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	$0.00	$0.00
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	$0.00	$0.00
53.	RESTORATION/MOT FOR OFFSITE WORK	1	LS	$33,392.21	$33,392.21	$0.00	$8,500.00		$8,500.00	25%	$24,892.21	$425.00	Yes	17.00%	$1,445.00	$72.25	83.00%	$7,055.00	$352.75	$0.00	$0.00
54.	WATER FITTING	1	LS	$122,471.75	$122,471.75	$102,500.00	$6,500.00	$0.00	$109,000.00	89%	$13,471.75	$5,450.00	Yes	17.00%	$18,530.00	$926.50	83.00%	$90,470.00	$4,523.50	$0.00	$0.00
55.	TESTING	1	LS	$11,475.00	$11,475.00	$2,500.00	$0.00		$2,500.00	22%	$8,975.00	$125.00	Yes	17.00%	$425.00	$21.25	83.00%	$2,075.00	$103.75	$0.00	$0.00
56.	8" REUSE	5,392	LF	$49.11	$264,801.12	$206,340.00	$28,000.00	$0.00	$234,340.00	89%	$30,221.12	$11,729.00	Yes	17.00%	$39,878.60	$1,993.93	83.00%	$194,701.40	$9,735.07	$0.00	$0.00
57.	8" GATE VALVE	17	EA	$2,738.50	$46,554.50	$31,800.00	$3,500.00		$35,300.00	76%	$11,254.50	$1,765.00	Yes	17.00%	$6,001.00	$300.05	83.00%	$29,299.00	$1,464.95	$0.00	$0.00
58.	4" REUSE C-900	590	LF	$30.67	$18,095.30	$8,400.00	$5,000.00		$13,400.00	74%	$4,695.30	$670.00	Yes	17.00%	$2,278.00	$113.90	83.00%	$11,122.00	$556.10	$0.00	$0.00
59.	4" GATE VALVE	14	EA	$2,295.78	$32,140.92	$17,100.00	$4,500.00		$21,600.00	67%	$10,540.92	$1,080.00	Yes	17.00%	$3,672.00	$183.60	83.00%	$17,928.00	$896.40	$0.00	$0.00
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	$0.00	$0.00
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	$0.00	$0.00
62.	REUSE JUMPER	2	EA	$2,737.34	$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	$0.00	$0.00
63.	REUSE FITTINGS	1	LS	$41,221.83	$41,221.83	$23,000.00	$4,000.00	$0.00	$27,000.00	65%	$14,221.83	$1,350.00	Yes	17.00%	$4,590.00	$229.50	83.00%	$22,410.00	$1,120.50	$0.00	$0.00
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	$0.00	$0.00
65.	TYPE "D" CURB	1,487	LF	$21.25	$31,598.75	$5,600.00	$6,000.00		$11,600.00	37%	$19,998.75	$580.00	Yes	17.00%	$1,972.00	$98.60	83.00%	$9,628.00	$481.40	$0.00	$0.00
66.	TYPE "S" CURB	17,785	LF	$28.13	$500,292.05	$301,900.00	$0.00		$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	$0.00	$0.00
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	$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	$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	$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	$0.00	$0.00
71.	12" STABILIZATION	25,301	SY	$5.42	$137,131.42	$112,400.00	$6,500.00		$118,900.00	87%	$18,231.42	$5,945.00	Yes	17.00%	$20,213.00	$1,010.65	83.00%	$98,687.00	$4,934.35	$0.00	$0.00
72.	1" SP 12.5 1ST LIFT	21,349	SY	$13.81	$294,829.69	$107,000.00	$58,000.00		$165,000.00	56%	$129,829.69	$8,250.00	Yes	17.00%	$28,050.00	$1,402.50	83.00%	$136,950.00	$6,847.50	$0.00	$0.00

AIA DOCUMENT G703

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

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

APPLICATION NO: 8
APPLICATION DATE: 1/20/2025
PERIOD TO: 1/20/2025
ARCHITECT'S PROJECT NO:

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P	Q	R
		SCHEDULED VALUE				WORK COMPLETED															
ITEM NO.	DESCRIPTION OF WORK	Quantity	Unit	Price	Total	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%	Total Completed And Stored To Date To Be Paid By KPVBD	Total KPVBD Retainage @ 5%
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	$0.00	$0.00
74.	1" SP 9.5 ASPHALT	21,349	SY	$13.71	$292,694.79	$106,000.00	$58,000.00		$164,000.00	56%	$128,694.79	$8,200.00	Yes	17.00%	$27,880.00	$1,394.00	83.00%	$136,120.00	$6,806.00	$0.00	$0.00
75.	10" LIME ROCK	21,349	SY	$24.71	$527,533.79	$388,340.00	$0.00		$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	$0.00	$0.00
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	$0.00	$0.00
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	$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	$0.00	$0.00
80.	DRY UTILITIES						THIS PERIOD														
81.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$45,120.00	$45,120.00	$18,100.00	$5,500.00		$23,600.00	52%	$21,520.00	$1,180.00	Yes	17.00%	$4,012.00	$200.60	33.30%	$15,023.00	$751.15	$4,565.00	$228.25
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	$0.00	$0.00
83.	6" SCHEDULE 40 GREY	60,530	LF	$25.17	$1,523,540.10	$93,900.00	$28,000.00	$0.00	$121,900.00	8%	$1,401,640.10	$6,095.00	Yes	17.00%	$20,723.00	$1,036.15	5.12%	$77,937.00	$3,896.85	$23,240.00	$1,162.00
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	0.00%	$0.00	$0.00	$0.00	$0.00
83.	2" SCHEDULE 40 GREY	15,212	LF	$15.10	$229,701.20	$64,700.00	$22,000.00	$0.00	$86,700.00	38%	$143,001.20	$4,335.00	Yes	17.00%	$14,739.00	$736.95	23.38%	$53,701.00	$2,685.05	$18,260.00	$913.00
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	20.07%	$5,395.00	$269.75	$0.00	$0.00
86.	4" SCHEDULE 40 GREY	51,000	LF	$20.32	$1,035,810.00	$26,000.00	$16,000.00		$42,000.00	4%	$993,810.00	$2,100.00	Yes	17.00%	$7,140.00	$357.00	2.08%	$21,580.00	$1,079.00	$13,280.00	$664.00
87.	4"& 6" FITTINGS	1	LS	$64,118.00	$64,118.00	$20,600.00	$11,500.00	$0.00	$32,100.00	50%	$32,018.00	$1,605.00	Yes	17.00%	$5,457.00	$272.85	26.67%	$17,098.00	$854.90	$9,545.00	$477.25
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	0.00%	$0.00	$0.00	$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	0.00%	$0.00	$0.00	$0.00	$0.00
90.	ADD BLACKE DYE TO 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	0.00%	$0.00	$0.00	$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	0.00%	$0.00	$0.00	$0.00	$0.00
92.	LAYOUT/AS-BUILTS	1	LS	$17,410.00	$17,410.00	$5,000.00	$4,500.00		$9,500.00	55%	$7,910.00	$475.00	Yes	17.00%	$1,615.00	$80.75	23.84%	$4,150.00	$207.50	$3,735.00	$186.75
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	0.00%	$0.00	$0.00	$0.00	$0.00
94.	MANHOLES	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	0.00%	$0.00	$0.00	$0.00	$0.00
95.	LANDSCAPE/IRRIGATION						THIS PERIOD														
96.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$29,560.00	$29,560.00	$5,100.00	$8,500.00		$13,600.00	46%	$15,960.00	$680.00	Yes	17.00%	$2,312.00	$115.60	83.00%	$11,288.00	$564.40	$0.00	$0.00
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	$0.00	$0.00
98.	SURVEY/LAYOUT	1	LS	$6,880.00	$6,880.00	$1,200.00	$1,500.00		$2,700.00	39%	$4,180.00	$135.00	Yes	17.00%	$459.00	$22.95	83.00%	$2,241.00	$112.05	$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	$0.00	$0.00
100.	IRRIGATION	1	LS	$393,612.00	$393,612.00	$33,200.00	$29,500.00		$62,700.00	16%	$330,912.00	$3,135.00	Yes	17.00%	$10,659.00	$532.95	83.00%	$52,041.00	$2,602.05	$0.00	$0.00
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	$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	$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	$0.00	$0.00
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	$0.00	$0.00
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	$0.00	$0.00
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	$0.00	$0.00
	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)	$0.00	$0.00
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	$0.00	$0.00
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)	$0.00	$0.00
112.	Delete 8" Gate Valve	-1	EA	$2,648.89	($2,648.89)	($2,648.89)	$0.00		($2,648.89)	100%	$0.00	($132.44)	Yes	17.00%	($450.31)	($22.52)	83.00%	($2,198.58)	($109.93)	$0.00	$0.00
113.	Add 4" PVC Reuse Pipe	70	LF	$30.67	$2,146.90	$2,146.90	$0.00		$2,146.90	100%	$0.00	$107.35	Yes	17.00%	$364.97	$18.25	83.00%	$1,781.93	$89.10	$0.00	$0.00
114.	Add Storm Structure D-72	1	LS	$41,180.00	$41,180.00	$32,600.00	$8,580.00		$41,180.00	100%	$0.00	$2,059.00	Yes	17.00%	$7,000.60	$350.03	83.00%	$34,179.40	$1,708.97	$0.00	$0.00
115.	Curb Minus - "F" Curb	-171	LF	$28.13	($4,810.23)	($4,810.23)	$0.00		($4,810.23)	100%	$0.00	($240.51)	Yes	17.00%	($817.74)	($40.89)	83.00%	($3,992.49)	($199.62)	$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	$0.00	$0.00
117.	Add 54"/60" HP	54	LF	$360.14	$19,447.56	$19,447.56	$0.00		$19,447.56	100%	$0.00	$972.38	Yes	17.00%	$3,306.09	$165.30	83.00%	$16,141.47	$807.07	$0.00	$0.00
118.	Add 54"/60 Cap	1	LS	$1,170.00	$1,170.00	$1,170.00	$0.00		$1,170.00	100%	$0.00	$58.50	Yes	17.00%	$198.90	$9.95	83.00%	$971.10	$48.56	$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)	$0.00	$0.00
120.	D-21 - Add 48" HP	125	LF	$320.16	$40,020.00	$40,020.00	$0.00		$40,020.00	100%	$0.00	$2,001.00	Yes	17.00%	$6,803.40	$340.17	83.00%	$33,216.60	$1,660.83	$0.00	$0.00
121.	D-21 - Add 48" Cap	1	EA	$770.00	$770.00	$770.00	$0.00		$770.00	100%	$0.00	$38.50	Yes	17.00%	$130.90	$6.55	83.00%	$639.10	$31.96	$0.00	$0.00
123.	D-21 - Add Core	1	EA	$1,440.00	$1,440.00	$1,440.00	$0.00		$1,440.00	100%	$0.00	$72.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76	$0.00	$0.00
124.	D-22 - 36" HP	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	$0.00	$0.00
125.	Add - 36" Cap	1	EA	$620.00	$620.00	$620.00	$0.00		$620.00	100%	$0.00	$31.00	Yes	17.00%	$105.40	$5.27	83.00%	$514.60	$25.73	$0.00	$0.00
126.	Add - 36" Core	1	EA	$580.00	$580.00	$580.00	$0.00		$580.00	100%	$0.00	$29.00	Yes	17.00%	$98.60	$4.93	83.00%	$481.40	$24.07	$0.00	$0.00
127.	Force Main Add - 6" PVC FM Pipe	185	LF	$50.13	$9,274.05	$9,274.05	$0.00		$9,274.05	100%	$0.00	$463.70	Yes	17.00%	$1,576.59	$78.83	83.00%	$7,697.46	$384.87	$0.00	$0.00
128.	Add - 10"x6" Tee	2	EA	$998.00	$1,996.00	$1,996.00	$0.00		$1,996.00	100%	$0.00	$99.80	Yes	17.00%	$339.32	$16.97	83.00%	$1,656.68	$82.83	$0.00	$0.00
129.	Add-10" Plug Valve	2	EA	$5,619.75	$11,239.50	$11,239.50	$0.00		$11,239.50	100%	$0.00	$561.98	Yes	17.00%	$1,910.72	$95.54	83.00%	$9,328.79	$466.44	$0.00	$0.00
130.	Add-6" Plug Valve	2	EA	$3,905.17	$7,810.34	$7,810.34	$0.00		$7,810.34	100%	$0.00	$390.52	Yes	17.00%	$1,327.76	$66.39	83.00%	$6,482.58	$324.13	$0.00	$0.00
131.	Add-6" Cap	2	EA	$197.00	$394.00	$0.00	$394.00		$394.00	100%	$0.00	$19.70	Yes	17.00%	$66.98	$3.35	83.00%	$327.02	$16.35	$0.00	$0.00
132.	Reuse Main Add - 6" PVC FM Pipe	90	LF	$50.13	$4,511.70	$0.00	$4,511.70		$4,511.70	100%	$0.00	$225.59	Yes	17.00%	$766.99	$38.35	83.00%	$3,744.71	$187.24	$0.00	$0.00
133.	4" Gate Valve	1	EA	$990.00	$990.00	$0.00	$990.00		$990.00	100%	$0.00	$49.50	Yes	17.00%	$168.30	$8.42	83.00%	$821.70	$41.09	$0.00	$0.00
134.	4" Stub Out	1	EA	$705.00	$705.00	$0.00	$705.00		$705.00	100%	$0.00	$35.25	Yes	17.00%	$119.85	$5.99	83.00%	$585.15	$29.26	$0.00	$0.00
135.	Water -Delete 16"x6" Tee	-1	EA	$810.00	($810.00)	($810.00)	$0.00		($810.00)	100%	$0.00	($40.50)	Yes	17.00%	($137.70)	($6.88)	83.00%	($672.30)	($33.62)	$0.00	$0.00
136.	Delete 16"x8" Tee	-1	EA	$1,020.00	($1,020.00)	($1,020.00)	$0.00		($1,020.00)	100%	$0.00	($51.00)	Yes	17.00%	($173.40)	($8.67)	83.00%	($846.60)	($42.33)	$0.00	$0.00

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APPLICATION NO: 8
APPLICATION DATE: 1/20/2025
PERIOD TO: 1/20/2025
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	Q	R
		SCHEDULED VALUE				WORK COMPLETED															
ITEM NO.	DESCRIPTION OF WORK	Quantity	Unit	Price	Total	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%	Total Completed And Stored To Date To Be Paid By KPVHD	Total KPVHD Retainage @ 5%
137.	Delete 6" Gate	-1	EA	$1,903.55	($1,903.55)	($1,903.55)	$0.00		($1,903.55)	100%	$0.00	($95.18)	Yes	17.00%	($323.60)	($16.18)	83.00%	($1,579.95)	($79.00)	$0.00	$0.00
138.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	($8,950.47)	$0.00		($8,950.47)	100%	$0.00	($447.52)	Yes	17.00%	($1,521.58)	($76.08)	83.00%	($7,428.89)	($371.44)	$0.00	$0.00
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)	$0.00	$0.00
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)	$0.00	$0.00
141.	Delete 6" Cap	-1	EA	$202.00	($202.00)	$0.00	($202.00)		($202.00)	100%	$0.00	($10.10)	Yes	17.00%	($34.34)	($1.72)	83.00%	($167.66)	($8.38)	$0.00	$0.00
142.	Delete 8" Cap	-1	EA	$274.00	($274.00)	$0.00	($274.00)		($274.00)	100%	$0.00	($13.70)	Yes	17.00%	($46.58)	($2.33)	83.00%	($227.42)	($11.37)	$0.00	$0.00
143.	16" x10" Cross	1	EA	$1,440.00	$1,440.00	$1,440.00	$0.00		$1,440.00	100%	$0.00	$72.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76	$0.00	$0.00
144.	10" Gate Valves	2	EA	$4,202.00	$8,404.00	$8,404.00	$0.00		$8,404.00	100%	$0.00	$420.20	Yes	17.00%	$1,428.68	$71.43	83.00%	$6,975.32	$348.77	$0.00	$0.00
145.	10" PVC C-900	125	LF	$74.90	$9,362.50	$9,362.50	$0.00		$9,362.50	100%	$0.00	$468.13	Yes	17.00%	$1,591.63	$79.58	83.00%	$7,770.88	$388.54	$0.00	$0.00
146.	10" Stub Outs	2	EA	$240.00	$480.00	$480.00	$0.00		$480.00	100%	$0.00	$24.00	Yes	17.00%	$81.60	$4.08	83.00%	$398.40	$19.92	$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)	$0.00	$0.00
148.	Curb Minus - "6" Curb	-244	LF	$28.13	($6,863.72)	($6,863.72)	$0.00		($6,863.72)	100%	$0.00	($343.19)	Yes	17.00%	($1,166.83)	($58.34)	83.00%	($5,696.89)	($284.84)	$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	$0.00	$0.00
150.	Storm - D-90 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$11,280.00	$0.00		$11,280.00	100%	$0.00	$564.00	Yes	17.00%	$1,917.60	$95.88	83.00%	$9,362.40	$468.12	$0.00	$0.00
151.	D-91 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$11,280.00	$0.00		$11,280.00	100%	$0.00	$564.00	Yes	17.00%	$1,917.60	$95.88	83.00%	$9,362.40	$468.12	$0.00	$0.00
152.	Add - 48" Core D-60	1	EA	$1,440.00	$1,440.00	$1,440.00	$0.00		$1,440.00	100%	$0.00	$72.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76	$0.00	$0.00
163.	Add - 48" Core D-90	1	EA	$1,440.00	$1,440.00	$1,440.00	$0.00		$1,440.00	100%	$0.00	$72.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76	$0.00	$0.00
154.	Add 48" HP Pipe	132	LF	$320.16	$42,261.12	$42,261.12	$0.00		$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	$0.00	$0.00
155.	Water - 10" Gate Valves	2	EA	$4,202.00	$8,404.00	$8,404.00	$0.00		$8,404.00	100%	$0.00	$420.20	Yes	17.00%	$1,428.68	$71.43	83.00%	$6,975.32	$348.77	$0.00	$0.00
156.	10" PVC C-900	125	LF	$74.90	$9,362.50	$9,362.50	$0.00		$9,362.50	100%	$0.00	$468.13	Yes	17.00%	$1,591.63	$79.58	83.00%	$7,770.88	$388.54	$0.00	$0.00
157.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	($8,950.47)	$0.00		($8,950.47)	100%	$0.00	($447.52)	Yes	17.00%	($1,521.58)	($76.08)	83.00%	($7,428.89)	($371.44)	$0.00	$0.00
158.	Delete 6" PVC C-900	-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)	$0.00	$0.00
159.	Delete 8" PVC C-900	-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)	$0.00	$0.00
160.	Reuse - Add - 4" PVC Pipe	50	LF	$30.67	$1,533.50	$1,533.50	$0.00		$1,533.50	100%	$0.00	$76.68	Yes	17.00%	$260.70	$13.03	83.00%	$1,272.81	$63.64	$0.00	$0.00
161.	Force Main - Add - 6" PVC Pipe STA 17+70	50	LF	$50.13	$2,506.50	$2,506.50	$0.00		$2,506.50	100%	$0.00	$125.33	Yes	17.00%	$426.11	$21.31	83.00%	$2,080.40	$104.02	$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	$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	$0.00	$0.00
164.	Storm - Delete 60" HP - 16+70	-21	LF	$480.83	($10,097.43)	($10,097.43)	$0.00		($10,097.43)	100%	$0.00	($504.87)	Yes	17.00%	($1,716.56)	($85.83)	83.00%	($8,380.87)	($419.04)	$0.00	$0.00
165.	Add - Adjust D-47	1	LS	$590.00	$590.00	$590.00	$0.00		$590.00	100%	$0.00	$29.50	Yes	17.00%	$100.30	$5.02	83.00%	$489.70	$24.49	$0.00	$0.00
166.	Add - Adjust D-07	1	LS	$630.00	$630.00	$630.00	$0.00		$630.00	100%	$0.00	$31.50	Yes	17.00%	$107.10	$5.36	83.00%	$522.90	$26.15	$0.00	$0.00
167.	Water - Add - 8" C-900	55	LF	$50.94	$2,801.70	$2,801.70	$0.00		$2,801.70	100%	$0.00	$140.09	Yes	17.00%	$476.29	$23.81	83.00%	$2,325.41	$116.27	$0.00	$0.00
168.	Reuse - Add - 4" PVC Pipe	55	LF	$30.67	$1,686.85	$1,686.85	$0.00		$1,686.85	100%	$0.00	$84.34	Yes	17.00%	$286.76	$14.34	83.00%	$1,400.09	$70.00	$0.00	$0.00
170.	Force Main - Add - 6" PVC Pipe STA 16+69	55	LF	$50.13	$2,757.15	$2,757.15	$0.00		$2,757.15	100%	$0.00	$137.86	Yes	17.00%	$468.72	$23.44	83.00%	$2,288.43	$114.42	$0.00	$0.00
171.	Survey/3-D Files	1	LS	$12,994.00	$12,994.00	$6,400.00	$3,500.00		$9,900.00	76%	$3,094.00	$495.00	Yes	17.00%	$1,683.00	$84.15	83.00%	$8,217.00	$410.85	$0.00	$0.00
172.	As/Builts	1	LS	$7,644.00	$7,644.00	$0.00	$1,500.00		$1,500.00	20%	$6,144.00	$75.00	Yes	17.00%	$255.00	$12.75	83.00%	$1,245.00	$62.25	$0.00	$0.00
173.	Additional Well Abandonment	3	EA	$9,700.00	$29,100.00	$21,700.00	$7,400.00		$29,100.00	100%	$0.00	$1,455.00	Yes	17.00%	$4,947.00	$247.35	83.00%	$24,153.00	$1,207.65	$0.00	$0.00
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	$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	$0.00	$0.00
176.	Water - Add - 10" PVC C-900	42	LF	$74.90	$3,145.80	$0.00	$3,145.80		$3,145.80	100%	$0.00	$157.29	Yes	17.00%	$534.79	$26.74	83.00%	$2,611.01	$130.55	$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	$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	$0.00	$0.00
179.	Add - Type P-8 Inlet Tops	3	EA	$3,845.00	$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	$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	$0.00	$0.00
181.	Survey/3D File	1	LS	$6,715.00	$6,715.00	$0.00	$4,000.00		$4,000.00	60%	$2,715.00	$200.00	Yes	17.00%	$680.00	$34.00	83.00%	$3,320.00	$166.00	$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	$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	$0.00	$0.00
	Change Order #3						THIS PERIOD														
184.	2" Irrigation - Sleeving	1900	LF	$13.40	$25,460.00	$11,000.00	$6,000.00		$17,000.00	67%	$8,460.00	$850.00	Yes	17.00%	$2,890.00	$144.50	83.00%	$14,110.00	$705.50	$0.00	$0.00
185.	Layout for Sleeving	1	LS	$1,600.00	$1,600.00	$400.00	$500.00		$900.00	56%	$700.00	$45.00	Yes	17.00%	$153.00	$7.65	83.00%	$747.00	$37.35	$0.00	$0.00
186.	As-Built and Locate Sleeving	1	LS	$3,300.00	$3,300.00	$0.00	$1,200.00		$1,200.00	36%	$2,100.00	$60.00	Yes	17.00%	$204.00	$10.20	83.00%	$996.00	$49.80	$0.00	$0.00
	SUBTOTAL				$14,744,957.07	$7,106,740.34	$623,392.52	$0.00	$7,730,132.86	52%	$7,106,186.21	$386,506.64			$1,277,542.63	$63,877.13		$6,379,965.23	$318,998.26	$72,625.00	$3,631.25
	GRAND TOTALS				$14,744,957.07	$7,106,740.34	$623,392.52	$0.00	$7,730,132.86		$7,106,186.21	$386,506.64			$1,277,542.63	$63,877.13		$6,379,965.23	$318,998.26	$72,625.00	$3,631.25

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 01/20/2025.
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	$103.09
2. Atlantic Directional Drilling, Inc.	$0.00
3. Central Florida Transport, LLC	$0.00
4. Central Landscape Inc.	$10,000.00
5. City Electric Supply Co	$72,922.92
6. Dixie Lime & Stone	$28,346.65
7. Erosion Control Systems	$0.00
8. Florida Design Consultants	$3,450.50
9. Fortiline, Inc.	$20,914.86
10. Hanes Geo Components	$2,108.25
11. Mid -Florida Materials	$300.00
12. National Trench Safety	$0.00
13. Prime Masters, Inc.	$3,120.94
14. R&M Trucking Solutions Group	$8,510.40
15. Rozar Electric	$59,000.00
16. Seminole Asphalt Paving, Inc.	$91,800.32
17. STD Enterprises Inc.	$13,754.26
18. 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 4th day of February, 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

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]

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 592,222.90 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 01/20/2025 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 February 4, 2025.

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 4th day of February, 20 25, by , as of said company, who has presented as identification or is personally known to me.

Signature of Notary Public

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

Victoria E. Lauteria

Victoria E Lauteria
Print, Type or Stamp Commission

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: 36

(B) Name of Payee: Kutak Rock LLP

(C) Amount Payable: $1,683.00

(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

February 28, 2025

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. 3527884
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. 3527884
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

01/27/25	A. Willson	0.40	132.00	Confer with Edwards and Taylor regarding eligible construction costs; review items regarding same
01/28/25	A. Willson	0.30	99.00	Review project items; confer with Taylor, Flint, Edwards and Roberson regarding same
01/29/25	A. Willson	1.10	363.00	Confer with Taylor, Edwards, Roberson, and Flint regarding district construction items; review of same
01/30/25	A. Willson	0.70	231.00	Confer with Kaleita, Edwards, Taylor and Flint regarding project funds and Pioneering agreement
01/31/25	A. Willson	2.60	858.00	Confer with Edwards, Kaleita, and Barry regarding payment to City; confer with Sealy and Taylor regarding acquisition agreement and City agreements; review of same; review and revise letter agreement with City; confer with Flint regarding requisition items

TOTAL HOURS	5.10	
TOTAL FOR SERVICES RENDERED		$1,683.00
TOTAL CURRENT AMOUNT DUE		$1,683.00

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: 37

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

(C) Amount Payable: $45,773.32

(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: 14

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO: 2/20/25

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)		$ 6,649,768.75
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$332,488.44	
b. 5 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 332,488.44
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 6,317,280.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,995,572.97
8. CURRENT PAYMENT DUE		$ 321,707.34 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 599,873.98

Total Completed and Stored To Date That is Eligible For CDD Payment	1,857,164.11
Total Retainage At 5%	92,858.21
Total Earned Which Is Eligible For CDD Payment, Less Retainage	1,764,305.90
Less Balances Previously Due By CDD	1,718,532.58
Current Payment Due By CDD	45,773.32

Total Completed and Stored To Date - Eligible For KPVBD Payment	4,792,604.64
Total Retainage At 5%	239,630.23
Total Earned Which Is Eligible For KPVBD Payment, Less Retainage	4,552,974.41
Less Balances Previously Due By KPVBD	4,277,040.39
Current Payment Due By KPVBD	275,934.02

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 20th day of February, 2025
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 ..... $ 321,707.34

(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: 3-24-25

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 #14

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..... $321,707.34
(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: 3/27/25
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: 14
APPLICATION DATE: 2/20/2025
PERIOD TO: 2/20/2025
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 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 Calculated at 5%	CDD Eligibility: % Eligible For Payment By CDD	CDD Eligibility: Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	KPVBD Eligibility: % Eligible For Payment By KPVBD	KPVBD Eligibility: Total Completed And Stored To Date Eligible For Payment By KPVBD	Total KPVBD Retainage @ 5%
		Quantity	Unit	Price	Total													
	General Conditions, Mobilization, Surve																	
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	$47,100.00	$1,291.25		$48,391.25	100%	$0.00	$2,419.56	9.97%	$4,824.61	$241.23	90.03%	$43,566.64	$2,178.33
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	$2,855.36		$21,655.36	100%	$0.00	$1,082.77	9.97%	$2,159.04	$107.95	90.03%	$19,496.32	$974.82
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	$3,079,808.00	$0.00		$3,079,808.00	100%	$2,441.94	$153,990.40	9.97%	$307,056.86	$15,352.84	90.03%	$2,772,751.14	$138,637.56
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	$40,800.00	$1,907.00		$42,707.00	100%	$0.00	$2,135.35	9.97%	$4,257.89	$212.89	90.03%	$38,449.11	$1,922.46
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	$108,900.00	$214,668.70		$323,568.70	100%	$0.00	$16,178.44	9.97%	$32,259.80	$1,612.99	90.03%	$291,308.90	$14,565.45
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	$72,900.00		$72,900.00	100%	$0.00	$3,645.00	9.97%	$7,268.13	$363.41	90.03%	$65,631.87	$3,281.59
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	$134,400.00	$29,000.00		$163,400.00	46%	$191,413.60	$8,170.00	9.97%	$16,290.98	$814.55	90.03%	$147,109.02	$7,355.45
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: 14
APPLICATION DATE: 2/20/2025
PERIOD TO: 2/20/2025
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 Eligibility: % Eligible For Payment By CDD	CDD Eligibility: Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	KPVBD Eligibility: % Eligible For Payment By KPVBD	KPVBD Eligibility: 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.	Lamp Lines	1	LS	$34,017.00	$34,017.00	$18,000.00	$16,017.00		$34,017.00	100%	$0.00	$1,700.85	100%	$34,017.00	$1,700.85	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 Revelsion 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	$142,651.74	$0.00		$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	$6,800.00	$0.00		$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	$6,311,129.44	$338,639.31	$0.00	$6,649,768.75	96%	$267,385.54	$332,488.44		$1,857,164.11	$92,858.21		$4,792,604.64	$239,630.23
	GRAND TOTALS				$6,917,154.29	$6,311,129.44	$338,639.31	$0.00	$6,649,768.75		$267,385.54	$332,488.44		$1,857,164.11	$92,858.21		$4,792,604.64	$239,630.23

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 321,707.34 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 02/20/2025 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 March 24, 2025.

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 24th day of March, 20 25, 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
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 02/20/2025.
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	$920.00
2. Krane Development, Inc. dba ADS Services, Inc.	$0.00
3. Mid Florida Materials Co.	$0.00
4. Sunbelt Rentals, Inc.	$0.00

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

_____, Affiant

Sworn to and subscribed before me this 24th day of March, 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

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: 38

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

(C) Amount Payable: $459,104.12

(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: 9

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO: 2/20/25

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)		$ 8,331,882.86
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$416,594.14	
b. 5 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 416,594.14
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 7,915,288.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 7,343,626.22
8. CURRENT PAYMENT DUE		$ 571,662.50 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 6,829,938.35

Total Completed and Stored To Date Allocated To Cadence	$1,379,840.13
Total Retainage At 5%	$68,992.01
Total Allocated To Cadence, Less Retainage	$1,310,848.13
Less Previous Balances Due By Cadence	$1,213,665.50
Current Payment Due By Cadence	$97,182.63
Total Completed and Stored To Date Allocated To CDD	$6,863,232.73
Total Retainage At 5%	$343,161.64
Total Allocated To CDD, Less Retainage	$6,520,071.09
Less Previous Balances Due By CDD	$6,060,966.97
Current Payment Due By CDD	$459,104.12
Total Completed and Stored To Date Allocated To KPVBD	$88,810.00
Total Retainage At 5%	$4,440.50
Total Allocated To KPVBD, Less Retainage	$84,369.50
Less Previous Balances Due By KPVBD	$68,993.75
Current Payment Due By KPVBD	$15,375.75

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: Joey H. Bess Date: 2/20/2025

State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 20th day of January, 2025
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 ..... $ 571,662.50

(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: 3-24-25

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- Infrastructure Application #9

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..... $571,662.50
(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: 3/27/25
Name: Timothy R. Bennard
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: 9
APPLICATION DATE: 2/20/2025
PERIOD TO: 2/20/2025
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	Q	R
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 "Stored 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%	Total Completed And Stored To Date To Be Paid By KPWBD	Total KPWBD Retainage @ 5%
		Quantity	Unit	Price	Total																
	General Conditions, Mobilization, Survey																				
1.	MOBILIZATION	1	LS	$13,750.00	$13,750.00	$13,750.00			$13,750.00	100%	$0.00	$687.50	Yes	17.00%	$2,337.50	$116.88	83.00%	$11,412.50	$570.63	$0.00	$0.00
2.	GENERAL CONDITIONS	1	LS	$221,250.00	$221,250.00	$189,500.00	$27,000.00		$216,500.00	98%	$4,750.00	$10,825.00	Yes	17.00%	$36,805.00	$1,840.25	83.00%	$179,695.00	$8,984.75	$0.00	$0.00
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	$0.00	$0.00
4.	LAYOUT/ASBUILTS	1	LS	$96,518.75	$96,518.75	$74,420.00	$10,200.00		$84,620.00	88%	$11,898.75	$4,231.00	Yes	17.00%	$14,385.40	$719.27	83.00%	$70,234.60	$3,511.73	$0.00	$0.00
5.	SWWWP	1	LS	$28,750.00	$28,750.00	$21,700.00	$4,000.00		$25,700.00	89%	$3,050.00	$1,285.00	Yes	17.00%	$4,369.00	$218.45	83.00%	$21,331.00	$1,066.55	$0.00	$0.00
6.	SILT FENCE	23818	LF	$1.81	$39,490.98	$39,490.98			$39,490.98	100%	$0.00	$1,974.53	Yes	17.00%	$6,713.40	$335.67	83.00%	$32,777.18	$1,638.86	$0.00	$0.00
7.	TREE PROTECTION	2930	LF	$6.73	$19,718.90	$19,718.90			$19,718.90	100%	$0.00	$985.95	Yes	17.00%	$3,352.21	$167.61	83.00%	$16,366.69	$818.33	$0.00	$0.00
8.	CONSTRUCTION ENTRY	2	EA	$12,647.28	$25,294.56	$22,300.00	$1,800.00		$24,100.00	95%	$1,194.56	$1,205.00	Yes	17.00%	$4,097.00	$204.85	83.00%	$20,003.00	$1,000.15	$0.00	$0.00
9.	MASS GRADING	31971	CY	$2.81	$89,818.51	$83,250.00	$6,588.51		$89,838.51	100%	$0.00	$4,491.93	Yes	17.00%	$15,272.55	$763.63	83.00%	$74,565.96	$3,728.30	$0.00	$0.00
10.	ROADWAY GRADING	1	LS	$97,182.84	$97,182.84	$85,700.00	$7,300.00		$93,000.00	96%	$4,182.84	$4,650.00	Yes	17.00%	$15,810.00	$790.50	83.00%	$77,190.00	$3,859.50	$0.00	$0.00
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	$0.00	$0.00
12.	10" FORCE MAIN	5244	LF	$70.72	$370,855.68	$339,600.00	$23,000.00		$362,600.00	98%	$8,255.68	$18,130.00	Yes	17.00%	$61,642.00	$3,082.10	83.00%	$300,958.00	$15,047.90	$0.00	$0.00
13.	10" PLUG VALVE	14	EA	$5,619.75	$78,676.50	$74,750.00	$2,000.00		$76,750.00	98%	$1,926.50	$3,837.50	Yes	17.00%	$13,047.50	$652.38	83.00%	$63,702.50	$3,185.13	$0.00	$0.00
14.	12"X10" WET TAP	2	EA	$16,066.18	$32,132.36	$20,100.00			$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	$0.00	$0.00
15.	6" FORCE MAIN	648	LF	$50.13	$32,484.24	$32,484.24			$32,484.24	100%	$0.00	$1,624.21	Yes	17.00%	$5,522.32	$276.12	83.00%	$26,961.92	$1,348.10	$0.00	$0.00
16.	6" PLUG VALVE	12	EA	$3,905.17	$46,862.04	$46,862.04			$46,862.04	100%	$0.00	$2,343.10	Yes	17.00%	$7,966.55	$398.33	83.00%	$38,895.49	$1,944.77	$0.00	$0.00
17.	4" FORCE MAIN	20	LF	$36.17	$723.40	$723.40			$723.40	100%	$0.00	$36.17	Yes	17.00%	$122.98	$6.15	83.00%	$600.42	$30.02	$0.00	$0.00
18.	4" PLUG VALVE	1	EA	$2,366.34	$2,366.34	$2,366.34			$2,366.34	100%	$0.00	$118.32	Yes	17.00%	$402.28	$20.11	83.00%	$1,964.06	$98.20	$0.00	$0.00
19	FORCE MAIN FITTINGS	1	LS	$78,184.45	$78,184.45	$74,752.00	$2,000.00		$76,752.00	98%	$1,432.45	$3,837.60	Yes	17.00%	$13,047.84	$652.39	83.00%	$63,704.16	$3,185.21	$0.00	$0.00
20.	TESTING	1	LS	$12,278.25	$12,278.25	$2,100.00	$6,500.00		$8,600.00	70%	$3,678.25	$430.00	Yes	17.00%	$1,462.00	$73.10	83.00%	$7,138.00	$356.90	$0.00	$0.00
21.	18" HDPE	931	LF	$50.28	$46,810.68	$42,356.00	$3,100.00		$45,456.00	97%	$1,354.68	$2,272.80	Yes	17.00%	$7,727.52	$386.38	83.00%	$37,728.48	$1,886.42	$0.00	$0.00
22.	24" HDPE	1279	LF	$73.70	$94,262.30	$85,098.00	$7,000.00		$92,098.00	98%	$2,164.30	$4,604.90	Yes	17.00%	$15,656.66	$782.83	83.00%	$76,441.34	$3,822.07	$0.00	$0.00
23.	42" HDPE	106	LF	$246.26	$26,103.56	$22,185.00	$2,000.00		$24,185.00	93%	$1,918.56	$1,209.25	Yes	17.00%	$4,111.45	$205.57	83.00%	$20,073.55	$1,003.68	$0.00	$0.00
24.	48" HDPE	691	LF	$320.16	$221,230.56	$207,000.00	$12,000.00		$219,090.00	99%	$2,140.56	$10,954.50	Yes	17.00%	$37,245.30	$1,862.27	83.00%	$181,844.70	$9,092.24	$0.00	$0.00
25.	54"/60" HDPE	1462	LF	$360.14	$526,324.68	$513,200.00	$13,000.00		$535,200.00	100%	$1,324.68	$26,260.00	Yes	17.00%	$89,284.00	$4,464.20	83.00%	$435,916.00	$21,795.80	$0.00	$0.00
26.	60" HDPE	64	LF	$480.83	$30,773.12	$30,773.12			$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	$0.00	$0.00
27.	36" HDPE	1394	LF	$114.98	$160,282.12	$149,080.00	$8,000.00		$157,080.00	98%	$3,202.12	$7,854.00	Yes	17.00%	$26,703.60	$1,335.18	83.00%	$130,376.40	$6,518.82	$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: 9
APPLICATION DATE: 2/20/2025
PERIOD TO: 2/20/2025
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	Q	R
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 "Stored 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%	Total Completed And Stored To Date To Be Paid By KPWSD	Total KPWSD Retainage @ 5%
		Quantity	Unit	Price	Total																
28.	72" RCP	1381	LF	$747.54	$1,032,352.74	$1,023,550.00	$6,000.00		$1,029,550.00	100%	$2,802.74	$51,477.50	Yes	17.00%	$175,023.50	$8,751.18	83.00%	$854,526.50	$42,726.33	$0.00	$0.00
29.	TYPE "P" MANHOLE	4	EA	$15,330.53	$61,322.12	$48,600.00	$8,800.00		$57,400.00	94%	$3,922.12	$2,870.00	Yes	17.00%	$9,758.00	$487.90	83.00%	$47,642.00	$2,382.10	$0.00	$0.00
31.	TYPE P-5 WITH "J" BOTTOMS	11	EA	$12,400.26	$136,402.86	$127,900.00	$9,000.00		$131,900.00	97%	$4,502.86	$6,595.00	Yes	17.00%	$22,423.00	$1,121.15	83.00%	$109,477.00	$5,473.85	$0.00	$0.00
32.	TYPE P-5 INLETS	25	EA	$6,492.88	$162,322.00	$150,700.00	$6,500.00		$157,200.00	97%	$5,122.00	$7,860.00	Yes	17.00%	$26,724.00	$1,336.20	83.00%	$130,476.00	$6,523.80	$0.00	$0.00
33.	TYPE P-6 WITH "J" BOTTOMS	8	EA	$14,844.13	$118,753.04	$107,150.00	$5,500.00		$112,650.00	95%	$6,103.04	$5,632.50	Yes	17.00%	$19,150.50	$957.53	83.00%	$93,499.50	$4,674.98	$0.00	$0.00
34.	TYPE P-6 INLETS	4	EA	$7,220.65	$28,882.60	$18,120.00	$6,000.00		$24,120.00	84%	$4,762.60	$1,206.00	Yes	17.00%	$4,100.40	$205.02	83.00%	$20,019.60	$1,000.98	$0.00	$0.00
35.	TYPE "J" BOTTOM WITH TYPE "A" MANHOLE	1	EA	$33,164.59	$33,164.59	$22,800.00	$5,000.00		$27,800.00	84%	$5,364.59	$1,390.00	Yes	17.00%	$4,726.00	$236.30	83.00%	$23,074.00	$1,153.70	$0.00	$0.00
36.	BOX CULVERT 5'X10'	280	LF	$1,319.81	$369,546.80	$369,546.80			$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	$0.00	$0.00
37.	TV LINES	1	LS	$31,524.38	$31,524.38	$0.00	$9,600.00		$9,600.00	30%	$21,924.38	$480.00	Yes	17.00%	$1,632.00	$81.60	83.00%	$7,968.00	$398.40	$0.00	$0.00
38.	8" C-900	487	LF	$50.94	$24,807.78	$21,000.00	$1,500.00		$22,500.00	91%	$2,307.78	$1,125.00	Yes	17.00%	$3,825.00	$191.25	83.00%	$18,675.00	$933.75	$0.00	$0.00
39.	16" DIP	2,581	LF	$131.18	$338,575.58	$323,726.00	$8,200.00		$331,926.00	98%	$6,649.58	$16,596.30	Yes	17.00%	$56,427.42	$2,821.37	83.00%	$275,498.58	$13,774.93	$0.00	$0.00
40.	12" C-900	2,752	LF	$87.96	$242,065.92	$226,600.00	$8,800.00		$235,400.00	97%	$6,605.92	$11,773.00	Yes	17.00%	$40,028.20	$2,001.41	83.00%	$195,431.80	$9,771.59	$0.00	$0.00
41.	6" C-900	816	LF	$37.07	$30,249.12	$24,980.00	$2,000.00		$26,980.00	89%	$3,269.12	$1,349.00	Yes	17.00%	$4,586.60	$229.33	83.00%	$22,393.40	$1,119.67	$0.00	$0.00
42.	12" GATE VALVE	13	EA	$4,796.85	$62,359.05	$62,359.05			$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	$0.00	$0.00
43.	6" GATE VALVE	13	EA	$1,903.55	$24,746.15	$19,100.00	$3,000.00		$22,100.00	89%	$2,646.15	$1,055.00	Yes	17.00%	$3,587.00	$179.35	83.00%	$17,513.00	$875.65	$0.00	$0.00
44.	16" GATE VALVE	18	EA	$8,950.47	$161,108.46	$147,400.00	$9,100.00		$156,500.00	97%	$4,608.46	$7,825.00	Yes	17.00%	$26,605.00	$1,330.25	83.00%	$129,895.00	$6,494.75	$0.00	$0.00
45.	8" GATE VALVE	17	EA	$2,648.89	$45,031.13	$40,000.00	$3,000.00		$43,000.00	95%	$2,031.13	$2,150.00	Yes	17.00%	$7,310.00	$365.50	83.00%	$35,690.00	$1,784.50	$0.00	$0.00
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	$0.00	$0.00
47.	FIRE HYDRANT ASSEMBLY	18	EA	$6,239.51	$112,311.18	$100,250.00	$7,100.00		$107,350.00	96%	$4,961.18	$5,367.50	Yes	17.00%	$18,249.50	$912.48	83.00%	$89,100.50	$4,455.03	$0.00	$0.00
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	$0.00	$0.00
49.	16"X12" WET TAP	1	EA	$15,160.96	$15,160.96	$7,500.00	$7,660.96		$15,160.96	100%	$0.00	$758.05	Yes	17.00%	$2,577.36	$128.87	83.00%	$12,583.60	$629.18	$0.00	$0.00
50.	16"X16" WET TAP	1	EA	$33,555.01	$33,555.01	$8,200.00	$25,355.01		$33,555.01	100%	$0.00	$1,677.75	Yes	17.00%	$5,704.35	$285.22	83.00%	$27,850.66	$1,392.53	$0.00	$0.00
51.	14"DIRECTIONAL DRILL	80	LF	$173.41	$13,872.80	$7,200.00	$4,000.00		$11,200.00	81%	$2,672.80	$560.00	Yes	17.00%	$1,904.00	$95.20	83.00%	$9,296.00	$464.80	$0.00	$0.00
52.	JUMPER	2	EA	$2,787.30	$5,574.60	$0.00	$1,500.00		$1,500.00	27%	$4,074.60	$75.00	Yes	17.00%	$255.00	$12.75	83.00%	$1,245.00	$62.25	$0.00	$0.00
53.	RESTORATION/MOT FOR OFFSITE WORK	1	LS	$33,392.21	$33,392.21	$8,500.00			$8,500.00	25%	$24,892.21	$425.00	Yes	17.00%	$1,445.00	$72.25	83.00%	$7,055.00	$352.75	$0.00	$0.00
54.	WATER FITTING	1	LS	$122,471.75	$122,471.75	$109,000.00	$7,500.00		$116,500.00	95%	$5,971.75	$5,825.00	Yes	17.00%	$19,805.00	$990.25	83.00%	$96,695.00	$4,834.75	$0.00	$0.00
55.	TESTING	1	LS	$11,475.00	$11,475.00	$2,500.00	$1,200.00		$3,700.00	32%	$7,775.00	$185.00	Yes	17.00%	$629.00	$31.45	83.00%	$3,071.00	$153.55	$0.00	$0.00
56.	8" REUSE	5,392	LF	$49.11	$264,801.12	$234,580.00	$22,000.00		$256,580.00	97%	$8,221.12	$12,829.00	Yes	17.00%	$43,618.60	$2,180.93	83.00%	$212,961.40	$10,648.07	$0.00	$0.00
57.	8" GATE VALVE	17	EA	$2,738.50	$46,554.50	$35,300.00	$6,200.00		$41,500.00	89%	$5,054.50	$2,075.00	Yes	17.00%	$7,055.00	$352.75	83.00%	$34,445.00	$1,722.25	$0.00	$0.00
58.	4" REUSE C-900	590	LF	$30.67	$18,095.30	$13,400.00	$2,000.00		$15,400.00	85%	$2,695.30	$770.00	Yes	17.00%	$2,618.00	$130.90	83.00%	$12,782.00	$639.10	$0.00	$0.00
59.	4" GATE VALVE	14	EA	$2,295.78	$32,140.92	$21,600.00	$5,500.00		$27,100.00	84%	$5,040.92	$1,355.00	Yes	17.00%	$4,607.00	$230.35	83.00%	$22,493.00	$1,124.65	$0.00	$0.00
60.	30"X8" WET TAP	2	EA	$12,237.97	$24,475.94	$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	$0.00	$0.00
61.	10" DIRECTIONAL DRILL	80	LF	$136.25	$10,900.00	$2,400.00			$2,400.00	22%	$8,500.00	$120.00	Yes	17.00%	$408.00	$20.40	83.00%	$1,992.00	$99.60	$0.00	$0.00
62.	REUSE JUMPER	2	EA	$2,737.14	$5,474.28	$4,600.00			$4,600.00	84%	$874.28	$230.00	Yes	17.00%	$782.00	$39.10	83.00%	$3,818.00	$190.90	$0.00	$0.00
63.	REUSE FITTINGS	1	LS	$41,221.83	$41,221.83	$27,000.00	$7,700.00		$34,700.00	84%	$6,521.83	$1,735.00	Yes	17.00%	$5,899.00	$294.95	83.00%	$28,801.00	$1,440.05	$0.00	$0.00
64.	REUSE TESTING	1	LS	$9,750.38	$9,750.38	$0.00	$5,300.00		$5,300.00	54%	$4,450.38	$265.00	Yes	17.00%	$901.00	$45.05	83.00%	$4,399.00	$219.95	$0.00	$0.00
65.	TYPE "D" CURB	1,487	LF	$21.25	$31,598.75	$11,600.00			$11,600.00	37%	$19,998.75	$580.00	Yes	17.00%	$1,972.00	$98.60	83.00%	$9,628.00	$481.40	$0.00	$0.00
66.	TYPE "F" CURB	17,785	LF	$28.33	$500,297.05	$301,900.00	$134,000.00		$435,900.00	87%	$64,397.05	$21,795.00	Yes	17.00%	$74,103.00	$3,705.15	83.00%	$361,797.00	$18,089.85	$0.00	$0.00
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	$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	$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	$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	$0.00	$0.00
71.	12" STABILIZATION	25,301	SY	$5.42	$137,131.42	$118,900.00	$9,300.00		$128,400.00	94%	$8,731.42	$6,420.00	Yes	17.00%	$21,828.00	$1,091.40	83.00%	$106,572.00	$5,328.60	$0.00	$0.00
72.	1" SP 12.5 1ST LIFT	21,349	SY	$13.81	$294,829.69	$165,000.00	$16,000.00		$181,000.00	61%	$113,829.69	$9,050.00	Yes	17.00%	$30,770.00	$1,538.50	83.00%	$150,250.00	$7,511.50	$0.00	$0.00

AIA DOCUMENT G703

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

APPLICATION NO: 9
APPLICATION DATE: 2/20/2025
PERIOD TO: 2/20/2025
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	Q	R
		SCHEDULED VALUE				WORK COMPLETED															
ITEM NO.	DESCRIPTION OF WORK	Quantity	Unit	Price	Total	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 "Stored Improvement"	Percent Eligible For Payment By Cedarus	Total Completed And Stored To Date Eligible For Payment By Cedarus	Total Cedarus Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	Total Completed And Stored To Date To Be Paid By KPVBD	Total KPVBD Retainage @ 5%
73.	1" SP 9.5 ASPHALT WITHIN 6 MONTHS OF CFC	21,349	SY	$17.63	$376,382.87				$0.00	0%	$376,382.87	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
74.	1" SP 9.5 ASPHALT	21,349	SY	$13.71	$292,694.79	$164,000.00	$16,000.00		$180,000.00	61%	$112,694.79	$9,000.00	Yes	17.00%	$30,600.00	$1,530.00	83.00%	$149,400.00	$7,470.00	$0.00	$0.00
75.	10" LIME ROCK	21,349	SY	$24.71	$527,533.79	$388,340.00			$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	$0.00	$0.00
76.	STAMPED ASPHALT	1,680	SF	$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	$0.00	$0.00
78.	TEMP MARKING	1	LS	$18,402.50	$18,402.50				$0.00	0%	$18,402.50	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
79.	PERMENATE MARKINGS	1	LS	$72,125.00	$72,125.00				$0.00	0%	$72,125.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
80.	DRY UTILITIES																				
81.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$45,120.00	$45,120.00	$23,600.00	$17,500.00		$41,100.00	91%	$4,020.00	$2,055.00	Yes	17.00%	$6,987.00	$349.35	33.30%	$15,023.00	$751.15	$19,090.00	$954.50
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	$0.00	$0.00
83.	6" SCHEDULE 40 GREY	60,530	LF	$25.17	$1,523,540.10	$121,900.00			$121,900.00	8%	$1,401,640.10	$6,095.00	Yes	17.00%	$20,723.00	$1,036.15	5.12%	$77,937.00	$3,896.85	$23,740.00	$1,162.00
84.	CONCRETE DUCT BANK	5,490	LF	$16.97	$92,185.30				$0.00	0%	$92,185.30	$0.00	Yes	17.00%	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
85.	2" SCHEDULE 40 GREY	15,212	LF	$15.10	$229,701.20	$86,700.00			$86,700.00	38%	$143,001.20	$4,335.00	Yes	17.00%	$14,739.00	$736.95	23.38%	$53,701.00	$2,685.05	$18,260.00	$913.00
86.	2" FITTINGS	1	LS	$26,884.00	$26,884.00	$6,500.00			$6,500.00	24%	$20,384.00	$325.00	Yes	17.00%	$1,105.00	$55.25	20.07%	$5,395.00	$269.75	$0.00	$0.00
86.	4" SCHEDULE 40 GREY	53,000	LF	$20.31	$1,035,810.00	$42,000.00			$42,000.00	4%	$993,810.00	$2,100.00	Yes	17.00%	$7,140.00	$357.00	2.08%	$21,580.00	$1,079.00	$13,280.00	$664.00
87.	4"& 6" FITTINGS	1	LS	$64,118.00	$64,118.00	$32,100.00			$32,100.00	50%	$32,018.00	$1,605.00	Yes	17.00%	$5,457.00	$272.85	26.67%	$17,098.00	$854.90	$9,545.00	$477.25
88.	30' TALL LED SINGLE HEAD LIGHT	22	EA	$12,274.00	$270,028.00				$0.00	0%	$270,028.00	$0.00	Yes	17.00%	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
89.	30' TALL POLE WITH TWIN HEADS	24	EA	$14,363.00	$344,712.00				$0.00	0%	$344,712.00	$0.00	Yes	17.00%	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
90.	ADD BLACKE DYETO CONCRETE POLES	46	EA	$909.00	$41,814.00				$0.00	0%	$41,814.00	$0.00	Yes	17.00%	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
91.	SPLICE BOXES	52	EA	$5,770.00	$300,040.00				$0.00	0%	$300,040.00	$0.00	Yes	17.00%	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
92.	LAYOUT/AS-BUILTS	1	LS	$17,410.00	$17,410.00	$9,500.00	$2,000.00		$11,500.00	66%	$5,910.00	$575.00	Yes	17.00%	$1,955.80	$97.75	23.84%	$4,150.00	$207.50	$5,395.00	$269.75
93.	HANDHOLES	15	EA	$3,145.00	$47,175.00				$0.00	0%	$47,175.00	$0.00	Yes	17.00%	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
94.	MANHOLES	4	EA	$7,793.00	$31,172.00				$0.00	0%	$31,172.00	$0.00	Yes	17.00%	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	$0.00
95.	LANDSCAPE/IRRIGATION																				
96.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$29,560.00	$29,560.00	$13,600.00	$4,400.00		$18,000.00	61%	$11,560.00	$900.00	Yes	17.00%	$3,060.00	$153.00	83.00%	$14,940.00	$747.00	$0.00	$0.00
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	$0.00	$0.00
98.	SURVEY/LAYOUT	1	LS	$6,880.00	$6,880.00	$2,700.00			$2,700.00	39%	$4,180.00	$135.00	Yes	17.00%	$459.00	$22.95	83.00%	$2,241.00	$112.05	$0.00	$0.00
99.	LANDSCAPE	1	LS	$421,116.00	$421,116.00				$0.00	0%	$421,116.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
100.	IRRIGATION	1	LS	$393,612.00	$393,612.00	$62,700.00	$44,000.00		$106,700.00	27%	$286,912.00	$5,335.00	Yes	17.00%	$18,139.00	$906.95	83.00%	$88,561.00	$4,428.05	$0.00	$0.00
101.	MAINTENANCE	1	LS	$73,440.00	$73,440.00				$0.00	0%	$73,440.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
102.	SOD/GROUND COVERING	1	LS	$141,212.00	$141,212.00				$0.00	0%	$141,212.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
104.	Change Order 03 Fire Access Rd																				
105.	Install Fire Access Rd. 8" Lime Rock with Prime	9,111	SY	$14.20	$129,376.20	$129,376.20			$129,376.20	100%	$0.00	$6,468.81	No	0.00%	$0.00	$0.00	100.00%	$129,376.20	$6,468.81	$0.00	$0.00
106.	Install Two Extra Fire Hydrant Assembly	2	EA	$6,400.00	$12,800.00	$12,800.00			$12,800.00	100%	$0.00	$640.00	No	0.00%	$0.00	$0.00	100.00%	$12,800.00	$640.00	$0.00	$0.00
107.	Install Extra PVC with Fittings	1	LS	$ 3,200.00	$3,200.00	$3,200.00			$3,200.00	100%	$0.00	$160.00	No	0.00%	$0.00	$0.00	100.00%	$3,200.00	$160.00	$0.00	$0.00
108.	Extra Labor/Crew and Equipment to Facilitate Install	1	LS	$69,800.00	$69,800.00	$69,800.00			$69,800.00	100%	$0.00	$3,490.00	No	0.00%	$0.00	$0.00	100.00%	$69,800.00	$3,490.00	$0.00	$0.00
	Change Order #2																				
109.	Storm - D-24 Remove 54" HDPE	-16	LF	$360.14	($5,762.24)	($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)	$0.00	$0.00
110.	D-24 Add 36" HDPE	16	LF	$114.98	$1,839.68	$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	$0.00	$0.00
111.	Reuse - Delete 8"x4" Tee	-1	EA	$281.00	($281.00)	($281.00)			($281.00)	100%	$0.00	($14.05)	Yes	17.00%	($47.77)	($2.39)	83.00%	($233.23)	($11.66)	$0.00	$0.00
112.	Delete 8" Gate Valve	-1	EA	$2,648.89	($2,648.89)	($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)	$0.00	$0.00
113.	Add 4" PVC Reuse Pipe	70	LF	$30.87	$2,146.90	$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	$0.00	$0.00
114.	Add Storm Structure D-72	1	LS	$41,180.00	$41,180.00	$41,180.00			$41,180.00	100%	$0.00	$2,059.00	Yes	17.00%	$7,000.60	$350.03	83.00%	$34,179.40	$1,708.97	$0.00	$0.00
115.	Curb Minus - "F" Curb	-171	LF	$28.13	($4,810.23)	($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)	$0.00	$0.00
116.	Add- Type "D" Curb	184	LF	$26.58	$4,890.72				$0.00	0%	$4,890.72	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
117.	Add 54"/60" HP	54	LF	$360.14	$19,447.56	$19,447.56			$19,447.56	100%	$0.00	$972.38	Yes	17.00%	$3,306.09	$165.30	83.00%	$16,141.47	$807.07	$0.00	$0.00
118.	Add 54"/60 Cap	1	LS	$1,170.00	$1,170.00	$1,170.00			$1,170.00	100%	$0.00	$58.50	Yes	17.00%	$198.90	$9.95	83.00%	$971.10	$48.56	$0.00	$0.00
119.	D-21 - Delete 18" HP	-38	LF	$50.28	($1,910.64)	($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)	$0.00	$0.00
120.	D-21 - Add 48" HP	125	LF	$320.16	$40,020.00	$40,020.00			$40,020.00	100%	$0.00	$2,001.00	Yes	17.00%	$6,803.40	$340.17	83.00%	$33,216.60	$1,660.83	$0.00	$0.00
121.	D-21 - Add 48" Cap	1	EA	$770.00	$770.00	$770.00			$770.00	100%	$0.00	$38.50	Yes	17.00%	$130.90	$6.55	83.00%	$639.10	$31.96	$0.00	$0.00
123.	D-21 - Add Core	1	EA	$1,440.00	$1,440.00	$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	$0.00	$0.00
124.	D-22 - 36" HP	16	LF	$114.98	$1,839.68	$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	$0.00	$0.00
125.	Add - 36" Cap	1	EA	$620.00	$620.00	$620.00			$620.00	100%	$0.00	$31.00	Yes	17.00%	$105.40	$5.27	83.00%	$514.60	$25.73	$0.00	$0.00
126.	Add - 36" Core	1	EA	$580.00	$580.00	$580.00			$580.00	100%	$0.00	$29.00	Yes	17.00%	$98.60	$4.93	83.00%	$481.40	$24.07	$0.00	$0.00
127.	Force Main Add - 6" PVC FM Pipe	185	LF	$50.13	$9,274.05	$9,274.05			$9,274.05	100%	$0.00	$463.70	Yes	17.00%	$1,576.59	$78.83	83.00%	$7,697.46	$384.87	$0.00	$0.00
128.	Add - 10"x6" Tee	2	EA	$998.00	$1,996.00	$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	$0.00	$0.00
129.	Add-10" Plug Valve	2	EA	$5,619.75	$11,239.50	$11,239.50			$11,239.50	100%	$0.00	$561.98	Yes	17.00%	$1,910.71	$95.54	83.00%	$9,328.79	$466.44	$0.00	$0.00
130.	Add-6" Plug Valve	2	EA	$3,905.17	$7,810.34	$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	$0.00	$0.00
131.	Add-6" Cap	2	EA	$197.00	$394.00	$394.00			$394.00	100%	$0.00	$19.70	Yes	17.00%	$66.98	$3.35	83.00%	$327.02	$16.35	$0.00	$0.00
132.	Reuse Main Add - 6" PVC FM Pipe	90	LF	$50.13	$4,511.70	$4,511.70			$4,511.70	100%	$0.00	$225.59	Yes	17.00%	$766.99	$38.35	83.00%	$3,744.71	$187.24	$0.00	$0.00
133.	4" Gate Valve	1	EA	$990.00	$990.00	$990.00			$990.00	100%	$0.00	$49.50	Yes	17.00%	$168.30	$8.42	83.00%	$821.70	$41.09	$0.00	$0.00
134.	4" Stub Out	1	EA	$705.00	$705.00	$705.00			$705.00	100%	$0.00	$35.25	Yes	17.00%	$119.85	$5.99	83.00%	$585.15	$29.26	$0.00	$0.00
135.	Water -Delete 16"x6" Tee	-1	EA	$810.00	($810.00)	($810.00)			($810.00)	100%	$0.00	($40.50)	Yes	17.00%	($137.70)	($6.89)	83.00%	($672.30)	($33.62)	$0.00	$0.00
136.	Delete 16"x8" Tee	-1	EA	$1,020.00	($1,020.00)	($1,020.00)			($1,020.00)	100%	$0.00	($51.00)	Yes	17.00%	($173.40)	($8.67)	83.00%	($846.60)	($42.33)	$0.00	$0.00

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

APPLICATION NO: 9
APPLICATION DATE: 2/20/2025
PERIOD TO: 2/20/2025
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	Q	R
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 "Stored 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%	Total Completed And Stored To Date To Be Paid By KPWSD	Total KPWSD Retainage @ 5%
		Quantity	Unit	Price	Total																
137.	Delete 6" Gate	-1	EA	$3,903.55	($3,903.55)	($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)	$0.00	$0.00
138.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	($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)	$0.00	$0.00
139.	Delete 8" PVC Pipe	-60	LF	$50.94	($3,056.40)	($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)	$0.00	$0.00
140.	Delete 6" PVC Pipe	60	LF	$37.07	($2,224.20)	($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)	$0.00	$0.00
141.	Delete 6" Cap	-1	EA	$202.00	($202.00)	($202.00)			($202.00)	100%	$0.00	($10.10)	Yes	17.00%	($34.34)	($1.72)	83.00%	($167.66)	($8.38)	$0.00	$0.00
142.	Delete 8" Cap	-1	EA	$274.00	($274.00)	($274.00)			($274.00)	100%	$0.00	($13.70)	Yes	17.00%	($46.58)	($2.33)	83.00%	($227.42)	($11.37)	$0.00	$0.00
143.	16" x10" Cross	1	EA	$1,440.00	$1,440.00	$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	$0.00	$0.00
144.	10" Gate Valves	2	EA	$4,202.00	$8,404.00	$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	$0.00	$0.00
145.	10" PVC C-900	125	LF	$74.90	$9,362.50	$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	$0.00	$0.00
146.	10" Stub Outs	2	EA	$240.00	$480.00	$480.00			$480.00	100%	$0.00	$24.00	Yes	17.00%	$81.60	$4.08	83.00%	$398.40	$19.92	$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)	$0.00	$0.00
148.	Curb Minus - "F" Curb	-244	LF	$28.13	($6,863.72)	($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)	$0.00	$0.00
149.	Add- Type "D" Curb	244	LF	$26.58	$6,485.52		$6,485.52		$6,485.52	100%	$0.00	$324.28	Yes	17.00%	$1,102.54	$55.13	83.00%	$5,382.98	$269.15	$0.00	$0.00
150.	Storm - D-90 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$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	$0.00	$0.00
151.	D-91 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$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	$0.00	$0.00
152.	Add - 48" Core D-60	1	EA	$1,440.00	$1,440.00	$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	$0.00	$0.00
153.	Add - 48" Core D-90	1	EA	$1,440.00	$1,440.00	$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	$0.00	$0.00
154.	Add 48" HP Pipe	132	LF	$320.16	$42,261.12	$42,261.12			$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	$0.00	$0.00
155.	Water - 10" Gate Valves	2	EA	$4,202.00	$8,404.00	$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	$0.00	$0.00
156.	10" PVC C-900	125	LF	$74.90	$9,362.50	$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	$0.00	$0.00
157.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	($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)	$0.00	$0.00
158.	Delete 6" PVC C-900	-60	LF	$37.07	($2,224.20)	($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)	$0.00	$0.00
159.	Delete 8" PVC C-900	-60	LF	$50.94	($3,056.40)	($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)	$0.00	$0.00
160.	Reuse - Add - 4" PVC Pipe	50	LF	$30.67	$1,533.50	$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	$0.00	$0.00
161.	Force Main - Add - 6" PVC Pipe STA 12+70	50	LF	$50.13	$2,506.50	$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	$0.00	$0.00
162.	Curb Minus - "F" Curb	-228	LF	$28.13	($6,413.64)				$0.00	0%	($6,413.64)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
163.	Add- Type "D" Curb	228	LF	$26.58	$6,060.24				$0.00	0%	$6,060.24	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
164.	Storm - Delete 60" HP - 16+70	-71	LF	$480.83	($10,097.43)	($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)	$0.00	$0.00
165.	Add - Adjust D-47	1	LS	$590.00	$590.00	$590.00			$590.00	100%	$0.00	$29.50	Yes	17.00%	$100.30	$5.02	83.00%	$489.70	$24.49	$0.00	$0.00
166.	Add - Adjust D-07	1	LS	$630.00	$630.00	$630.00			$630.00	100%	$0.00	$31.50	Yes	17.00%	$107.10	$5.36	83.00%	$522.90	$26.15	$0.00	$0.00
167.	Water - Add - 8" C-900	55	LF	$50.94	$2,801.70	$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	$0.00	$0.00
168.	Reuse - Add - 4" PVC Pipe	55	LF	$30.67	$1,686.85	$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	$0.00	$0.00
170.	Force Main - Add - 6" PVC Pipe STA 16+69	55	LF	$50.13	$2,757.15	$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	$0.00	$0.00
171.	Survey/3-D Files	1	LS	$12,994.00	$12,994.00	$9,900.00	$1,500.00		$11,400.00	88%	$1,594.00	$570.00	Yes	17.00%	$1,938.00	$96.90	83.00%	$9,462.00	$473.10	$0.00	$0.00
172.	As/Builts	1	LS	$7,644.00	$7,644.00	$1,500.00	$3,000.00		$4,500.00	59%	$3,144.00	$225.00	Yes	17.00%	$765.00	$38.25	83.00%	$3,735.00	$186.75	$0.00	$0.00
173.	Additional Well Abandonment	3	EA	$9,700.00	$29,100.00	$29,100.00			$29,100.00	100%	$0.00	$1,455.00	Yes	17.00%	$4,947.00	$247.35	83.00%	$24,153.00	$1,207.65	$0.00	$0.00
174.	Curb Minus - "F" Curb	-131	LF	$28.13	($3,685.03)				$0.00	0%	($3,685.03)	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
175.	Add- Type "D" Curb	131	LF	$26.58	$3,481.98				$0.00	0%	$3,481.98	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
176.	Water - Add - 10" PVC C-900	42	LF	$74.90	$3,145.80	$3,145.80			$3,145.80	100%	$0.00	$157.29	Yes	17.00%	$534.79	$26.74	83.00%	$2,611.01	$130.55	$0.00	$0.00
177.	Grading - Super Elevate Roadway	1	LS	$11,890.00	$11,890.00		$7,500.00		$7,500.00	63%	$4,390.00	$375.00	Yes	17.00%	$1,275.00	$63.75	83.00%	$6,225.00	$311.25	$0.00	$0.00
178.	Add Sod	1360	SY	$3.69	$5,018.40				$0.00	0%	$5,018.40	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
179.	Add - Type P-8 Inlet Tops	1	EA	$1,345.00	$10,035.00				$0.00	0%	$10,035.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
180.	Add Type "D" Curb	400	LF	$26.58	$10,632.00				$0.00	0%	$10,632.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
181.	Survey/3D File	1	LS	$6,715.00	$6,715.00	$4,000.00			$4,000.00	60%	$2,715.00	$200.00	Yes	17.00%	$680.00	$34.00	83.00%	$3,320.00	$166.00	$0.00	$0.00
182.	As-Builts	1	LS	$4,110.00	$4,110.00				$0.00	0%	$4,110.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
183.	Added Markings and Signs	1	LS	$5,360.00	$5,360.00				$0.00	0%	$5,360.00	$0.00	Yes	17.00%	$0.00	$0.00	83.00%	$0.00	$0.00	$0.00	$0.00
	Change Order #3						THIS PERIOD														
184.	2" Irrigation - Sleeving	1900	LF	$13.40	$25,460.00	$17,000.00	$8,460.00		$25,460.00	100%	$0.00	$1,273.00	Yes	17.00%	$4,328.20	$216.41	83.00%	$21,131.80	$1,056.59	$0.00	$0.00
185.	Layout for Sleeving	1	LS	$1,600.00	$1,600.00	$900.00	$700.00		$1,600.00	100%	$0.00	$80.00	Yes	17.00%	$272.00	$13.60	83.00%	$1,328.00	$66.40	$0.00	$0.00
186.	As-Built and Locate Sleeving	1	LS	$3,300.00	$3,300.00	$1,300.00	$1,300.00		$2,600.00	78%	$900.00	$130.00	Yes	17.00%	$442.00	$22.10	83.00%	$1,992.00	$99.60	$0.00	$0.00
	SUBTOTAL				$14,744,957.07	$7,730,132.86	$601,750.00	$0.00	$8,331,882.86	57%	$6,504,499.21	$416,594.14			$1,379,840.13	$68,992.01		$6,863,232.73	$343,161.64	$88,810.00	$4,440.50
	GRAND TOTALS				$14,744,957.07	$7,730,132.86	$601,750.00	$0.00	$8,331,882.86		$6,504,499.21	$416,594.14			$1,379,840.13	$68,992.01		$6,863,232.73	$343,161.64	$88,810.00	$4,440.50

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $ 571,662.50 , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 02/20/2025 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 March 24, 2025.

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 24th day of March, 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

Victoria E Lauteria
Print, Type or Stamp Commission

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

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 02/20/2025.
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	$262.42
2. Atlantic Directional Drilling, Inc.	$0.00
3. Central Florida Transport, LLC	$0.00
4. City Electric Supply Co	$13,961.23
5. Dixie Lime & Stone	$0.00
6. Erosion Control Systems	$0.00
7. Ferguson Enterprises, Inc.	$7,551.00
8. Florida Design Consultants	$9,096.50
9. Formasters Concrete Specialists	$7,900.00
10. Fortiline, Inc.	$48,881.43
11. Koncept Carma	$605.00
12. Mack Industries, Inc.	$4,207.24
13. National Trench Safety	$0.00
14. Newsome Land Clearing, LLC	$142,864.70
15. Oldcastle Infrastructure	$1,134.20
16. Seminole Asphalt Paving, Inc.	$0.00
17. Street Smart Rentals LLC	$1,134.20
18. 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 24th day of March, 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
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: _____
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: 39

(B) Name of Payee: Kutak Rock LLP

(C) Amount Payable: $330.00

(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

March 28, 2025

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. 3540776
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. 3540776
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

02/03/25	A. Willson	0.60	198.00	Confer with Kaleita, Flint,and Edwards regarding assignment of agreement with City and funding obligations; confer with Edwards and Roberson regarding construction invoices
02/21/25	A. Willson	0.40	132.00	Confer with Edwards regarding project eligible items; confer with Walda regarding drainage easement
TOTAL HOURS		1.00		

TOTAL FOR SERVICES RENDERED $330.00

TOTAL CURRENT AMOUNT DUE $330.00

SECTION V

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Golden Gem Community Development District (**"District"**) prior to June 15, 2025, a proposed budget (**"Proposed Budget"**) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (**"Fiscal Year 2025/2026"**); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	June 11, 2025
HOUR:	10:30 AM
LOCATION:	Offices of Governmental Management Services – CF, LLC 219 East Livingston Street Orlando, Florida 32801

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Apopka and Orange County at least sixty (60) days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least forty-five (45) days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of April, 2025.

ATTEST:

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

Exhibit A

Fiscal Year 2025/2026 Proposed Budget

This item will be provided under separate cover

SECTION VI

KELLY PARK VB DEVELOPMENT, LLC
660 Beachland Boulevard, Suite 301
Vero Beach, FL 32963
April 2, 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: Transportation Development Agreement (Wyld Oaks) by and between the City of Apopka ("City") and Kelly Park VB Development, LLC ("KPVB") dated and recorded July 6, 2023 as Document No. 20230378715 in the Public Records of Orange County, Florida, as amended (the "TDA")

Ladies and Gentlemen:

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

As you are aware, 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 the CDD. However, when the TDA was executed and recorded, the CDD had not yet been formed.

Pursuant to Section 4 of the TDA, the Developer is obligated to construct the Transportation Improvements defined in Recital F of the TDA. As you know, the CDD accepted assignment of the construction agreement and has been funding the construction of certain of those Transportation Improvements, consisting specifically of the Onsite Sadler Extension and the Effie Extension defined in clauses a and b, respectively, of Recital F, as well as related stormwater management facilities and improvements associated therewith, as described in clause e of Recital F (collectively, the "CDD-Funded Transportation Improvements").

The purpose of this letter it to acknowledge and agree that: (i) the CDD is paying the cost of the CDD-Funded Transportation Improvements, (ii) the transportation impact fee Credits to be awarded to the Developer under Section 6 of the TDA that are associated with the CDD-Funded Transportation Improvements are assignable by the Developer to the CDD, (iii) the Developer shall assign such Credits to the CDD when they are awarded by the City to the Developer, (iv) and CDD may assign such Credits in whole or in part to the same extent as Developer is permitted to do so under the TDA.

The City further agrees that the CDD shall have the same right as the Developer to seek cash reimbursement of funds for outstanding Credits that are assigned to the CDD, as permitted by Section 6(c) of the TDA, subject to the provisions of Section 6(d) and any other applicable provisions of the TDA.

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 _____ DAY
OF _____, 2025

GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Craig Linton, Chairman

AGREED TO THIS _____ DAY
OF _____, 2025

CITY OF APOPKA

By: _____
Name: _____
Title: _____

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
Kevin Barry, Esq. – Via e-mail to kbarry@rosswayswan.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 VII

Prepared by and Return to:

Laura M. Walda
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

STORMWATER DRAINAGE EASEMENT AGREEMENT

THIS STORMWATER DRAINAGE EASEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the _____ day of _____, 2025 (the "**Effective Date**") by and between **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company qualified to do business in the State of Florida ("**KPVB**"), **GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**CDD**") (together, KPVB and CDD are "**Grantor**"), and **LIT CADENCE WEST KELLY PHASE I, LLC**, a Delaware limited liability company ("**Grantee**"); and with Grantor and Grantee hereinafter sometimes referred to individually as a "**Party**" together as the "**Parties**".

WITNESSETH:

WHEREAS, KPVB and the CDD are the owners of certain real property located in Orange County, Florida collectively described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Grantor Property**"); and

WHEREAS, Grantee is the owner of certain real property located in Orange County, Florida more particularly described on **Exhibit "B**" attached hereto and by this reference made a part hereof (the "**Grantee Property**") (with the Grantor Property and the Grantee Property each being sometimes referred to as the "**Respective Property**"); and

WHEREAS, KPVB and the CDD have agreed to construct, operate and maintain certain stormwater retention ponds and associated facilities (collectively, the "**Stormwater Ponds**") upon each of their respective portions of the Grantor Property more particularly described and depicted on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Pond Easement Areas**"); and

WHEREAS, Grantee needs and desires to use a portion of the Stormwater Ponds to accommodate the flow and conveyance of stormwater discharge from the Grantee Property into the Stormwater Ponds, and Grantor is willing to grant to Grantee, its successors and assigns, and for the benefit of the Grantee Property, a non-exclusive stormwater drainage easement for the transmission and discharge of stormwater from the Grantee Property to the Stormwater Ponds, all pursuant to the terms and conditions more particularly set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions and restrictions contained herein, the sufficiency and receipt of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. Stormwater Drainage Easement. Grantor hereby grants to Grantee, and Grantee's agents, contractors, tenants, licensees, lessees, guests, invitees, grantees, employees, representatives, and its successors and assigns, for the use and benefit of the Grantee Property and effective upon the completion of construction of the Stormwater Ponds, the Grantee's Transmission Line (defined below), the Northern Transmission Line (defined below), and the Western Transmission Lines (defined below), a perpetual, non-exclusive easement on, into, upon, over, across and through the Pond Easement Areas for the transmission, discharge, conveyance, retention, detention, storage and treatment of surface water and stormwater from the Grantee Property in the amount of, and not to exceed, twenty and three hundred sixty five thousandths (20.365) acre/feet of runoff in the 100 year storm into SWM-1 (shown on **Exhibit C-1**) and seven and three hundredths (7.03) acre/feet into SWM-3 (shown on **Exhibit C-2**) ("**Grantee's Capacity**"), through the Northern Transmission Line as shown on **Exhibit C-1** and described on **Exhibit C-3**, and the Western Transmission Lines as shown on **Exhibit C-2** to and described on **Exhibit C-4**. Both are located into the Stormwater Ponds located on and within the Pond Easement Areas (the "**Drainage Easement**").

Notwithstanding anything to the contrary set forth herein, KPVB or CDD, as applicable, shall retain the right to relocate, reconfigure, expand or modify the Stormwater Ponds, the Northern Transmission Line, the Western Transmission Lines, and/or the Pond Easement Areas to accommodate future development or use of the Grantor Property (a "**Pond Modification**"), so long as: (i) Grantee is provided not less than thirty (30) days prior written notice of a Pond Modification; and (ii) Grantee's drainage rights are maintained at all times during such Pond Modification and such Pond Modification fully accommodates Grantee's Capacity of stormwater discharge as provided in this Section 2. Any such Pond Modification shall be at the sole cost, liability and expense of KPVB or CDD, as applicable, and such Pond Modification shall comply with all applicable laws, rules, permits, codes and regulations. In the event a Pond Modification has the effect of modifying the legal description of the Pond Easement Area(s), KPVB or CDD, as applicable, shall record a supplement to this Agreement executed by KPVB or CDD, as applicable, reflecting and providing for the amended or modified Pond Easement Area(s).

KPVB and the CDD shall be responsible, at Grantee's expense, for the construction and installation of the following improvements located on each of their respective properties on the Grantor Property: (x) the underground stormwater transmission and conveyance line and associated structures and facilities located within the right-of-way of Sadler Road required to transmit and convey stormwater from the Grantee Property to the northern Stormwater Pond and the underground stormwater transmission and conveyance line and associated structures and facilities required to transmit and convey stormwater from the Grantee Property to the southwest Stormwater Pond (collectively, the "**Grantee's Transmission Line**"); and (y) the underground stormwater transmission and conveyance line and associated structures and facilities located on the Grantor Property (and within the Pond Easement Areas) required to transmit and convey stormwater from the Grantee's Transmission Line to the northern Stormwater Pond (the "**Northern Transmission Line**"); and (z) the underground stormwater transmission and conveyance line and associated structures and facilities located on the Grantor Property (and within the Pond Easement Areas) required to transmit and convey stormwater from the Grantee's Transmission Line to the southwest Stormwater Pond (the "**Western Transmission Lines**"). Upon the completion of the Grantee's Transmission Line and the connection thereof to the Northern Transmission Line and the Western Transmission Lines, Grantor shall convey the Grantee's Transmission Line to Grantee and thereafter the ownership, operation, maintenance, repair, reconstruction and replacement of the Grantee's Transmission Line shall, except with respect to a Pond Modification which adversely affects Grantee's development of the Grantee Property, be the responsibility of Grantee at its sole cost and expense. Upon the completion of the Northern Transmission Line, the Western Transmission Lines, and the connection thereof to the Stormwater Ponds, thereafter the ownership, operation, maintenance, repair, reconstruction and replacement of the Northern Transmission Line and Western Transmission Lines shall be the responsibility of Grantor and, except with respect to a Pond Modification that adversely affects Grantee's development of the Grantee Property, Grantee shall reimburse Grantor for the reasonable out-of-pocket costs thereof so

long as Grantee has provided prior written approval for such costs to be incurred by Grantor (such approval not to be unreasonably withheld, conditioned, or delayed); provided that Grantee's prior written approval shall not be required for Grantor's out-of-pocket costs related to ordinary maintenance and repair of the Northern Transmission Line, the Western Transmission Lines, or other such out-of-pocket costs incurred by Grantor that are required by law or emergency; provided, further, that Grantor shall be responsible for any such costs and expenses arising from the gross negligence or willful misconduct of Grantor.

3. Maintenance. KPVB and CDD shall be responsible for the construction, operation, maintenance, repair, reconstruction, and replacement of the Stormwater Ponds, the Western Transmission Lines, and the Northern Transmission Line (together, the "**Stormwater Facilities**") located on each of their respective portions of property located on the Grantor Property. The Stormwater Facilities shall be constructed, operated, maintained, repaired, reconstructed and replaced in accordance with the requirements of Permit No. 189591-3 (the "**Permit**") and the rules of the St. Johns River Water Management District (the "**District**," which term shall include that body as presently constituted and any successor agency or instrumentality). Grantee shall be responsible for the operation, maintenance, repair, reconstruction, and replacement of the Grantee's Transmission Line in accordance with the requirements of the Permit and the rules of the District.

4. Use of Drainage Easement. The right of Grantee to utilize the Drainage Easement granted herein and to discharge stormwater outfall through and into the Stormwater Facilities is hereby expressly made subject to the terms, conditions, limitations and requirements of this Agreement, the Permit and the District. The Permit sets forth (and the design, construction and operation of the Stormwater Facilities contemplates) the amount of pervious and impervious areas, permitted improved areas and water quality and maximum volumes for stormwater outfall from the Grantee Property into the Stormwater Facilities. Accordingly, the Grantee Property shall be developed and improved consistent with the requirements of this Agreement, the Permit and the District and shall at all times comply with the terms and requirements of this Agreement, the Permit and the District, including, without limitation, those pertaining to the quality, quantity and rate of flow of stormwater drainage discharged from the Grantee Property into and through the Stormwater Facilities.

Neither Grantor nor Grantee shall discharge (or permit or suffer the discharge of) any oils, petroleum products, or hazardous materials, wastes or substances (collectively, "**Hazardous Materials**") into the Stormwater Facilities. The Parties shall indemnify, and hold harmless each other, and their respective principals, shareholders, members, partners, officers, directors, employees, contractors and agents, from and against any and all liability, damages, causes of action, suits, claims, fines, penalties judgments, awards, expenses and costs (including but not limited to the reasonable fees and costs of attorneys and consultants, whether incurred before or at trial, at all appellate levels, in bankruptcy, and in any collection, dispute resolution or administrative proceeding) arising from or in any manner related to the discharge or alleged discharge of any Hazardous Materials from the indemnifying Party's Respective Property into the Stormwater Facilities for any reason whatsoever. Notwithstanding the foregoing, the Parties acknowledge and agree that the Stormwater Pond also will receive and hold stormwater drainage from Sadler Road (and the Sadler Road public right-of-way) and from Effie Drive (and the Effie Drive public right-of-way) (collectively, the "**Public Stormwater**"); accordingly, the Parties specifically acknowledge and agree that the foregoing indemnity and hold harmless obligations of the Parties shall not relate or apply to any liability, damages, causes of action, suits, claims, fines, penalties judgments, awards, expenses and costs (including but not limited to the reasonable fees and costs of attorneys and consultants, whether incurred before or at trial, at all appellate levels, in bankruptcy, and in any collection, dispute resolution or administrative proceeding), arising from or in any manner related to the discharge or alleged discharge of any Hazardous Materials from, contained in, or conveyed by or through any Public Stormwater. Notwithstanding anything herein to the contrary, Grantee agrees that nothing contained in this

Agreement shall constitute or be construed as a waiver of the CDD's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

Grantee hereby specifically acknowledges and agrees that the Drainage Easement granted herein shall be non-exclusive, and Grantor shall be entitled to use and maintain the Pond Easement Areas in any manner that does not unreasonably interfere with Grantee's use of the Drainage Easement as provided herein.

5. Expenses. Notwithstanding Grantor's obligation to maintain the Stormwater Facilities as outlined hereinabove, the parties have agreed to the following:

5.1 CDD shall invoice Grantee, on an annual basis (in approximately the beginning of the calendar fourth quarter), based on (i) Grantee's pro-rata share of the costs of maintenance, operation, repair, reconstruction and replacement of the southwest Stormwater Pond, and (ii) Grantee's one hundred percent (100%) share of the costs of maintenance, operation, repair, reconstruction and replacement of the Western Transmission Lines (collectively, the "**CDD Maintenance Costs**"), as reflected in an annual budget (the "**CDD Expenses**"). Such costs shall include, without limitation, costs associated with or allocable to ad valorem real property taxes or to premiums for any insurance maintained by the CDD with respect to the Stormwater Facilities and Pond Easement Areas. The budget may include reasonable reserves for expenses that do not recur each year. The CDD Expenses shall be equal to (x) six and seventy-five hundredths percent (6.75%) of such annual budget allocable to the southwest Stormwater Pond, and (y) one hundred percent (100%) of such annual budget allocable to the Western Transmission Lines (the "**Grantee Share (CDD)**"). The CDD also shall have the right to update the budget from time-to-time to provide for additional assessments in the event the CDD Maintenance Costs exceed the annual budget, which may be included in any CDD Expenses on a pro-rata basis as set forth above. In the event of a Pond Modification that results in an increase or decrease in the proportionate share of the capacity of the modified southwest Stormwater Pond allocated to and used by the Grantee Property, the Grantee Share (CDD) shall be adjusted to reflect the proportionate share of such modified capacity allocated to and used by the Grantee Property.

Grantee shall pay the CDD Expenses to the CDD within thirty (30) days of Grantee's receipt of an invoice (together with reasonable documentation confirming all such expenses incurred in connection with such maintenance, repair or replacement of the Stormwater Facilities). Any dispute or challenge to an invoice shall be promptly resolved between the CDD and Grantee. Subject to resolution of all invoice-related disputes or challenges, if any CDD Expenses is not paid within thirty (30) days of the date when due, then such CDD Expenses shall become delinquent and the delinquent CDD Expenses, together with interest thereon at the rate of twelve percent (12%) per annum and the cost of collection thereof, shall be secured by a continuing lien on the Grantee Property and improvements located thereon with respect to which the CDD Expenses accrued. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority and except as to the lien of any institutional first mortgage. The CDD may bring an action at law for collection against the owner personally obligated to pay a delinquent CDD Expenses and/or to foreclose the lien against the Grantee Property and improvements, in the same manner as foreclosure of a mortgage on real estate under Florida law, and there shall be added to the amount of such CDD Expenses the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' and paralegals' fees and costs, including court costs and attorney's fees prior to trial and upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. The remedies of the CDD hereunder shall be cumulative and in addition to all other rights and remedies which the CDD may have by law.

5.2 KPVB shall assess Grantee, on a calendar quarterly basis, based on (i) Grantee's pro-rata share of the costs of maintenance, operation, repair, reconstruction and replacement of the northern Stormwater Pond, and (ii) Grantee's one hundred percent (100%) share of the costs of maintenance,

operation, repair, reconstruction and replacement of the Northern Transmission Line (collectively, the "**KPVB Maintenance Costs**"), as reflected in an annual budget (the "**KPVB Assessment**"). Such costs shall include, without limitation, costs associated with or allocable to ad valorem real property taxes or to premiums for any insurance maintained by Grantor with respect to the Stormwater Facilities and Pond Easement Areas. The budget may include reasonable reserves for expenses that do not recur each year. The KPVB Assessment shall be equal to (x) seventy-two percent (72%) of such annual budget allocable to the northern Stormwater Pond, and (y) one hundred percent (100%) of such annual budget allocable to the Northern Transmission Line (the "**Grantee Share (KPVB)**"). KPVB also shall have the right to update the budget from time-to-time to provide for additional assessments in the event the KPVB Maintenance Costs exceed the annual budget, which may be included in any KPVB Assessment on a pro-rata basis as set forth above. In the event of a Pond Modification that results in an increase or decrease in the proportionate share of the capacity of the modified Stormwater Pond allocated to and used by the Grantee Property, the Grantee Share (KPVB) shall be adjusted to reflect the proportionate share of such modified capacity allocated to and used by the Grantee Property.

Grantee shall pay the KPVB Assessment to KPVB within thirty (30) days of Grantee's receipt of an invoice (together with reasonable documentation confirming all such expenses incurred in connection with such maintenance, repair or replacement of the Stormwater Facilities). Any dispute or challenge to an invoice shall be promptly resolved between KPVB and Grantee. Subject to resolution of all invoice-related disputes or challenges, if any KPVB Assessment is not paid within thirty (30) days of the date when due, then such KPVB Assessment shall become delinquent and the delinquent KPVB Assessment, together with interest thereon at the rate of twelve percent (12%) per annum and the cost of collection thereof, shall be secured by a continuing lien on the Grantee Property and improvements located thereon with respect to which the KPVB Assessment accrued. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority and except as to the lien of any institutional first mortgage. KPVB may bring an action at law for collection against the owner personally obligated to pay a delinquent Assessment and/or to foreclose the lien against the Grantee Property and improvements, in the same manner as foreclosure of a mortgage on real estate under Florida law, and there shall be added to the amount of such KPVB Assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' and paralegals' fees and costs, including court costs and attorney's fees prior to trial and upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. The remedies of KPVB hereunder shall be cumulative and in addition to all other rights and remedies which KPVB may have by law

6. Failure to Maintain. In the event Grantor fails to maintain or repair any portion of the Stormwater Facilities in accordance with this Agreement, Grantee, after delivering not less than thirty (30) days' prior written notice to Grantor (or such notice as may be reasonable in an emergency) specifying the nature of such failure to maintain or repair, shall have the right to conduct such maintenance, repair and replacement as required under this Agreement, and Grantee shall be entitled to recover from Grantor an amount equal to the Grantor's share all reasonable out-of-pocket costs and expenses incurred in connection with the same, together with interest thereon at the maximum rate allowed by law commencing from the date which is thirty (30) days after the date that Grantee provides written request for such reimbursement to Grantor (together with appropriate documentation confirming all such expenses incurred in connection with such maintenance, repair or replacement of the Stormwater Facilities). Subject to resolution of all invoice-related disputes or challenges, if Grantor fails to make any payment due hereunder within thirty (30) days of the date when due, then such amount shall become delinquent, and in addition to bearing interest as provided herein and the cost of collection thereof, shall be secured by a continuing lien on the Grantor Property and improvements located thereon. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority and except as to the lien of any institutional first mortgage. The Grantee may bring an action at law for collection against the owner personally obligated to pay and/or to foreclose the lien against the Grantor Property and improvements, in

the same manner as foreclosure of a mortgage on real estate under Florida law, and there shall be added thereto the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' and paralegals' fees and costs, including court costs and attorney's fees prior to trial and upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. The remedies of the Grantee hereunder shall be cumulative and in addition to all other rights and remedies which the Grantee may have by law.

7. No Public Rights Created. Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Grantor Property or the Drainage Easement.

8. Insurance. In connection with its obligations to maintain, operate, repair, reconstruct and replace the Stormwater Facilities, Grantor shall obtain and maintain, or shall cause its contractor to obtain and maintain, insurance coverage in the following minimum amounts:

A. Commercial General Liability with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. Such insurance shall include contractual liability, personal injury protection and completed operations coverage (including coverage for the indemnity clauses provided by contractor).

B. Commercial Automobile Liability covering owned, hired and non-owned vehicles with limits of $1,000,000.00 combined single limit each occurrence.

C. Follow Form Excess liability (umbrella) insurance, with coverage as broad as or broader than the Underlying Commercial General Liability and Commercial Automobile Liability policies with limits of $4,000,000.00 or greater.

D. Workers' compensation insurance covering all employees of the contractor who are engaged in any work under or on the Grantor Property in an amount required by applicable laws. Employer's Liability coverage with the following limits:

i. Bodily Injury by Accident (Each Accident) $1,000,000.00

ii. Bodily Injury by Disease (Policy Limit) $1,000,000.00

iii. Bodily Injury by Disease (Each Employee) $1,000,000.00

E. Property insurance coverage for tools and equipment brought onto and/or used on the Grantor Property by the contractor in an amount equal to the replacement costs of all such tools and equipment.

The insurance described above shall be obtained without liability on the part of Grantee for premiums and the insurance described in items (A), (B), and (C) above shall include any parties specified by Grantee as additional insureds. Each of the above policies will be primary and non-contributory with respect to any policies carried by any additional insured. Any coverage carried by Grantee shall be excess insurance. Such insurance shall be placed with reputable insurance companies licensed or authorized to do business in the State of Florida and have a minimum Best's rating of A-/VII.

During the exercise of any self-help remedies set forth in Section 6 above, Grantee shall obtain and maintain, or shall cause its contractor to obtain and maintain, insurance coverage in the preceding minimum amounts and meeting the insurance requirements set forth above, for the benefit of Grantor (any parties

specified by Grantor as additional insureds). Satisfactory evidence of coverage shall be provided prior to entry onto the Grantor Property.

9. Use/Indemnification. Each of Grantor's and Grantee's use of the Drainage Easement granted herein shall be in compliance with all federal, state and local laws, regulations, ordinances and statutes. The Parties shall indemnify and hold harmless each other, together with their respective principals, shareholders, members, partners, officers, directors, employees, contractors and agents, from and against any and all liability, damages, causes of action, suits, claims, fines, penalties judgments, awards, expenses and costs (including but not limited to the reasonable fees and costs of attorneys and consultants, whether incurred before or at trial, at all appellate levels, in bankruptcy, and in any collection, dispute resolution or administrative proceeding) arising from, out of or occasioned by the acts or omissions of a Party in connection with the exercise of the easement rights granted hereunder, including, but not limited to, any and all suits, actions or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property. The foregoing indemnification obligation shall not apply to claims arising from the gross negligence or willful misconduct of the indemnified Party.

10. Default. In the event either Party shall default with respect to its obligations hereunder (except for Grantor's failure to maintain and repair the Stormwater Facilities, which failure is governed by Section 6 above), and such default is not cured within thirty (30) days after receipt of written notice from the other Party (or if such default cannot be cured within such thirty (30) day period, if the defaulting Party fails to commence to cure the default within such thirty (30) day period and thereafter to diligently proceed to cure the same as soon as reasonably practical, but in no event later than ninety (90) days after receipt of written notice), the non-defaulting Party shall have the right, but not the obligation, to perform such obligations on behalf of the defaulting Party. In such event, the defaulting Party shall pay on demand all costs and expenses incurred by the non-defaulting Party in curing the default. The failure of any Party, or its successors in interest or assigns, to enforce any covenant or restriction or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

11. Miscellaneous. In addition to the foregoing, terms, covenants and conditions, the Parties hereto hereby agree as follows with respect to this Agreement:

(i) Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement and the terms set forth herein shall not be more strictly construed against any one of the Parties hereto. Venue for any action involving this Agreement shall lie only in Orange County, Florida. GRANTOR AND GRANTEE HEREBY EXPRESSLY WAIVE THE RESPECTIVE RIGHTS OF EACH TO A TRIAL BY JURY FOR ANY LITIGATION ARISING FROM THIS AGREEMENT.

(ii) Estoppel Certificates. Each Party shall, without charge and within twenty (20) days after any written request from another Party, certify in writing to any person specified in such request as to the existence, amendment and validity of this Agreement, the existence of any default or claim hereunder, and any other matter reasonably requested. Any such certificate may be relied upon by any Party requesting it and by any person to whom the same may be addressed. If an estoppel is not executed or objected to by any of the parties hereto within such time frame, the information therein shall be deemed approved and correct by such party.

(iii) Remedies/Attorney's Fees. The Parties hereto shall have all legal and equitable remedies available under the laws of the State of Florida in connection with enforcing the terms and conditions of this Agreement, including the right and remedy to specific performance of the terms and

conditions hereof or injunctive relief. The prevailing Party in any suit or proceeding to enforce the terms and conditions of this Agreement shall be entitled to recover its reasonable attorney's and paralegal fees and costs in connection with such suit or proceeding incurred before trial, in all trial and appellate proceedings and in bankruptcy proceedings from the non-prevailing Party.

(iv) Notices. Any notice to a Party required or permitted hereunder shall be delivered by hand delivery, express courier or certified mail, return receipt requested, shall be effective upon receipt and shall be delivered to each of such Parties at the address of such Party set forth below or at such other addresses as specified by written notice by such Party to the other Party in compliance with the terms of this paragraph.

Grantor:	Kelly Park VB Development, LLC 660 Beachland Blvd., Suite 301 Vero Beach, Florida 32963 Attention: Ronald L. Edwards, Manager
Grantee:	LIT Cadence West Kelly Phase I, LLC 617 Virginia Drive Orlando, Florida 32803 Attention: Todd Watson
With a copy to:	LIT Cadence West Kelly Phase I, LLC 2323 Victory Avenue, Suite 1500 Dallas, Texas 75219 Attention: Asset Manager – Kelly Park (FL)
If to the CDD:	Golden Gem Community Development District 219 East Livingston Street Tampa, FL 33614 Attn: District Manager
With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, FL 32301 Attn: District Counsel

(v) Modification and Amendment. This Agreement shall not be modified or amended in any respect or manner whatsoever except by a written agreement executed by or on behalf of the Parties hereto or their respective successors in title in the same manner as executed herein. Notwithstanding the foregoing, in the event Grantor conveys, assigns and transfers the Pond Easement Areas and the Stormwater Facilities and portions of the Grantor Property on which the foregoing are located (and Grantor's rights and obligations hereunder) to either a non-profit property owners' association or a Community Development District pursuant to Section 11(vi) below, thereafter only such association or Community Development District shall be required to execute such written modification or amendment as (and on behalf of) Grantor.

(vi) Binding Effect/Successors and Assigns. This Agreement and the easements, terms, conditions and covenants set forth herein shall be binding upon and inure to the benefit of Grantor and Grantee and their respective legal representatives, successors and assigns, and all subsidiaries and affiliates of such Parties, and shall run with the title to the Pond Easement Areas and other portions of the Grantor Property on which any other Stormwater Facilities are located and the Grantee Property. Notwithstanding the foregoing, Grantee acknowledges and agrees that Grantor may elect to convey, assign

and transfer the Pond Easement Areas and the Stormwater Facilities (and Grantor's rights and obligations hereunder) to either a non-profit property owners' association or a Community Development District; upon any such conveyance, assignment and transfer: (x) all of Grantor's rights and obligations hereunder shall be assumed by and transferred to such non-profit property owners' association or Community Development District; and (y) thereafter the original Grantor hereunder shall have no further obligations or liabilities hereunder and all the Grantor Property other than the Pond Easement Areas and other portions of the Grantor Property on which any other Stormwater Facilities are located shall be released from, and shall not be subject to, the terms and conditions of this Agreement. Notwithstanding anything in this Agreement to the contrary, Grantor and Grantee and their respective heirs, personal representatives, successors and assigns shall be liable only for obligations under this Agreement accruing during such Party's period of ownership, provided that the foregoing limitation shall not be deemed to require Grantor or Grantee to forgive or remove any existing liens recorded in accordance with this Agreement.

(vii) Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party hereunder or substantially increase the burden of any Party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

(viii) Further Assurances. In addition to the acts recited in this Agreement, Grantor and Grantee agree to perform or cause to be performed any and all further acts as may be reasonably necessary to complete the transactions contemplated hereby, including the execution and/or recordation of further instruments.

(ix) Waiver; Invalidity. Any failure to enforce any provision contained in this Agreement shall in no way be deemed a waiver of the right to do so thereafter. The invalidity, violation, abandonment or waiver of any one or more of any of the provisions hereof shall not affect or impair the remaining portions of this Agreement.

(x) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original; further the signature of the parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

(xi) Division of Property. If the Grantee Property or the Pond Easement Areas are hereafter divided into two or more parts by separation of ownership or lease, each portion of such property shall enjoy the benefits and be subject to the burdens, as applicable, of the rights, easements, obligations and restrictions created hereby.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WITNESSES:

_____
Print Name:_____
Address:_____
_____

_____
Print Name:_____
Address:_____
_____

GRANTOR/KPVB:

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,
Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was executed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025 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.

_____
NOTARY PUBLIC

Print Name: _____

WITNESSES:

_____
Print Name:_____
Address:_____
_____

_____
Print Name:_____
Address:_____
_____

GRANTEE:

LIT CADENCE WEST KELLY PHASE I, LLC, a Delaware limited liability company

By: Cadence Kelly GP 1 LLC, a Florida limited liability company, its managing member

By:_____
Name:_____
Its:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by _____, as _____ of Cadence Kelly GP 1 LLC, a Florida limited liability company, managing member of LIT Cadence West Kelly Phase I, LLC, a Delaware limited liability company, on behalf of said limited liability companies, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

Print Name: _____

WITNESSES:

GRANTOR/CDD:

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

_____
Print Name:_____
Address:_____
_____

By:_____
Craig Linton, Jr.
Chairperson, Board of Supervisors

_____
Print Name:_____
Address:_____
_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025 by Craig Linton, Jr., as chairperson of the Board of Supervisors of the Golden Gem Community Development District, for and on behalf of the District. He is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

Print Name: _____

EXHIBIT "A"

Legal Description of Grantor Property

LOT 1 OF KELLY PARK CROSSINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, PAGE 122 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

and

The South 200 feet of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Less 30 feet along the West side of road, Public Records of Orange County, Florida.

and

The North 200 feet of the South 400 feet of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida, Less West 30 feet for road.

and

The North 400 feet of the South 800 feet of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida, Less the West 30 feet thereof for road purposes.

EXHIBIT "B"

Legal Description of Grantee Property

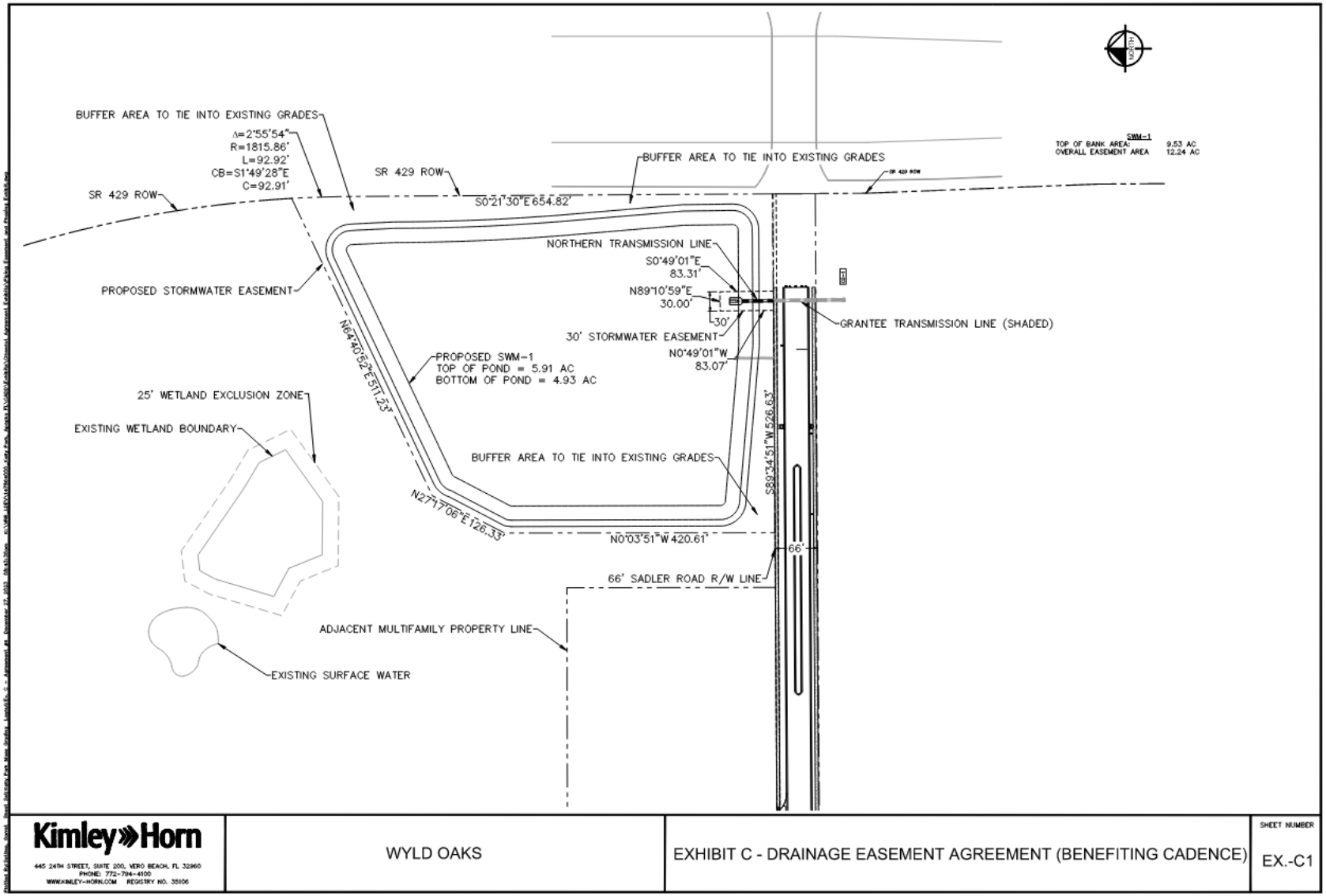
LOT 2 OF KELLY PARK CROSSINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, PAGE 122 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT "C"
Pond Easement Areas

[Please see attached pages]

Exhibit "C-1"

Depicting SWM-1 (the northern Stormwater Pond)



Kimley»Horn
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

WYLD OAKS

EXHIBIT C - DRAINAGE EASEMENT AGREEMENT (BENEFITING CADENCE)

SHEET NUMBER
EX.-C1

Exhibit "C-2"

Depicting SWM-3 (the southwest Stormwater Pond) and describing and depicting the Western Transmission Lines

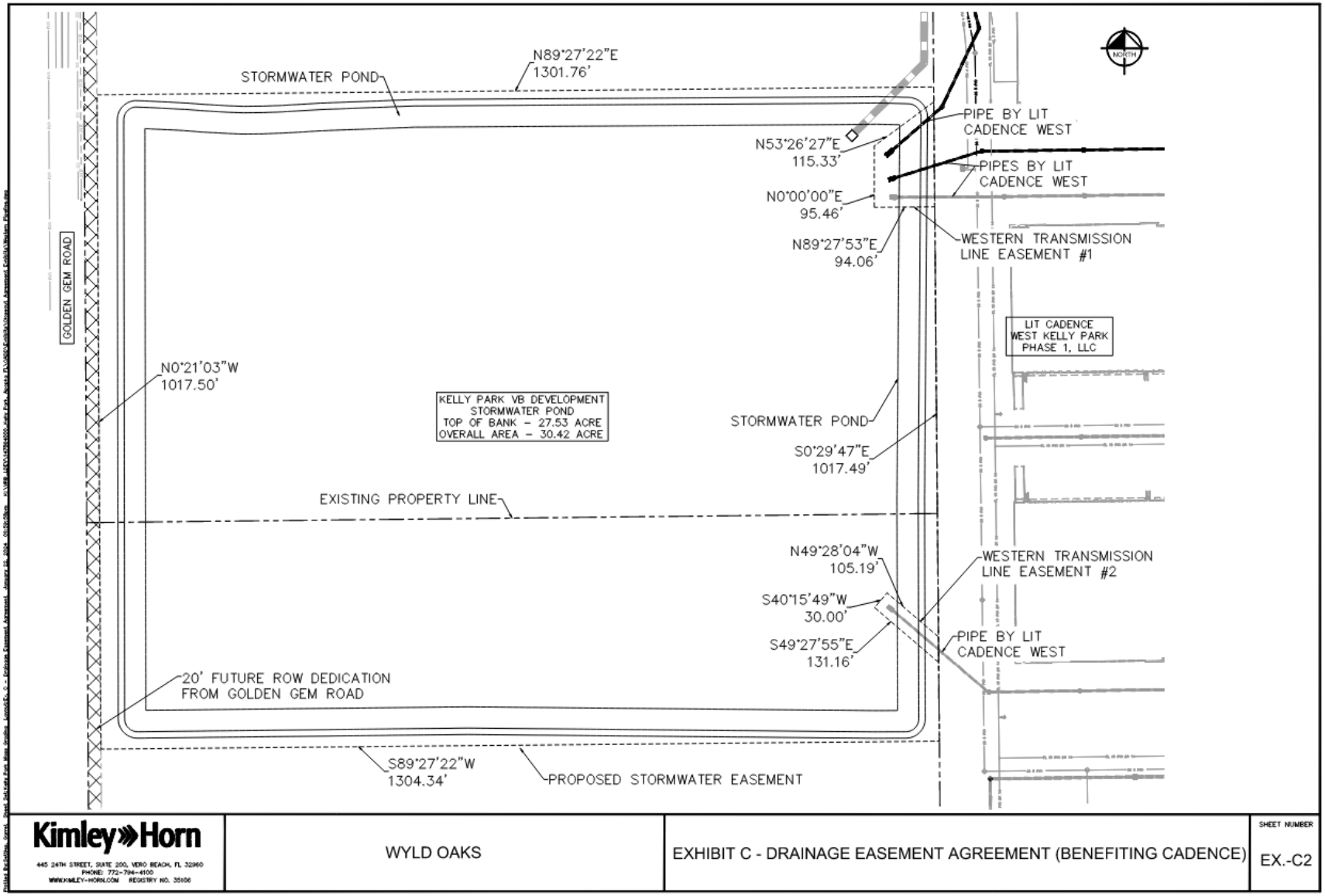


Exhibit "C-3"
Describing and Depicting Northern Transmission Line

SKETCH OF DESCRIPTION
PROJECT NAME: WYLD OAKS
PURPOSE: 30' STORMWATER EASEMENT

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2

DESCRIPTION:

That part of Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida and a portion of Section 13, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows

Beginning at the Southeast corner of Lot 1 of said plat of Kelly Park Crossings; thence run N00°21'30"W along the East line of said Lot 1, a distance of 66.00 feet; thence run S89°37'48"W, a distance of 151.00 feet for the Point of Beginning; thence continue S89°37'48"W, a distance of 30.00 feet; thence run N00°49'01"W, a distance of 83.50 feet; thence run N89°37'48"E, a distance of 30.00 feet; thence run S00°49'01"E, a distance of 83.50 feet to the point of beginning.

Contains 2,505 square feet or 0.057 acres, more or less.

SURVEYORS NOTES

1. Bearings based on the East line of Lot 1, Kelly Park Crossings as being N00°21'30"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J–17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J–17.062(3)
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 12/14/2023 per 5J17–062(2).

James R Shannon
Digitally signed by James R Shannon
Date: 2023.12.14 15:18:15 -05'00'

JAMES R. SHANNON JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 – SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774–8372 LB # 6898

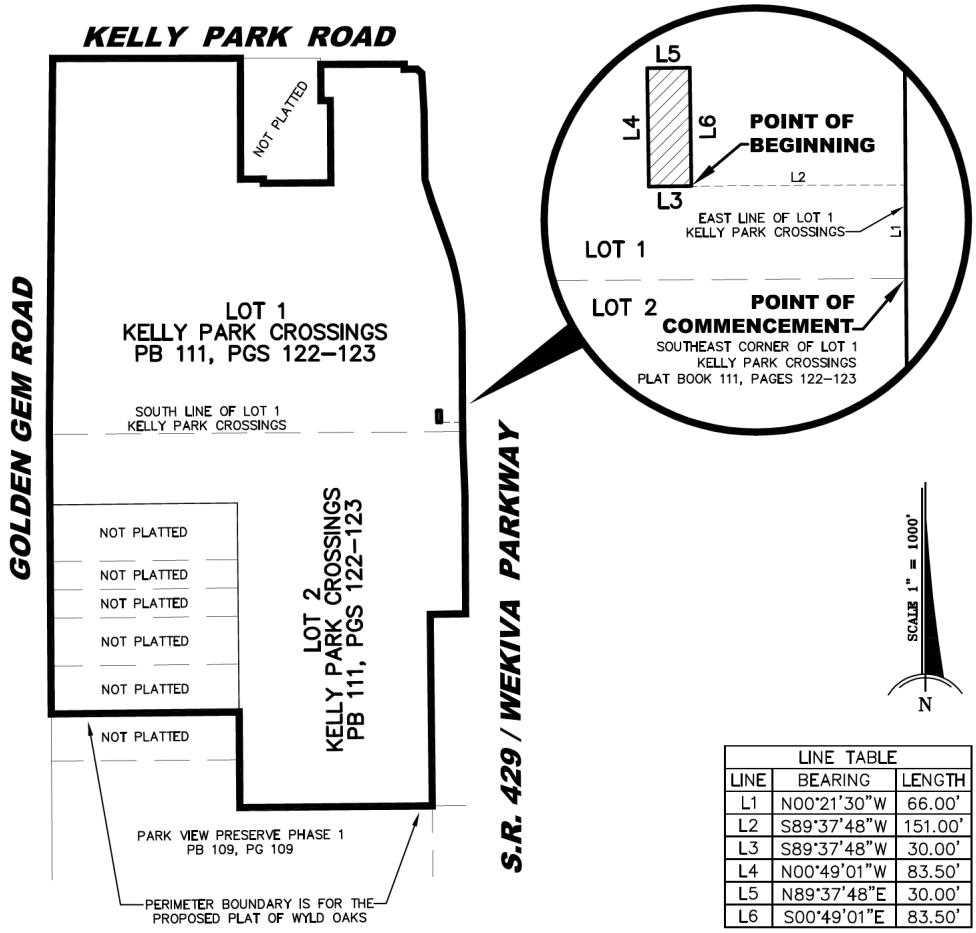
DATE OF SURVEY: 12/14/2023
DRAWN BY: BP SCALE: 1" = 1000'
WYLD OAKS PLAT 30FT–SKETCH
SHEET 1 OF 2

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS

PURPOSE: 30' STORMWATER EASEMENT

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 1



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°21'30"W	66.00'
L2	S89°37'48"W	151.00'
L3	S89°37'48"W	30.00'
L4	N00°49'01"W	83.50'
L5	N89°37'48"E	30.00'
L6	S00°49'01"E	83.50'

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 – SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774–8372 LB # 6898

DATE OF SURVEY: 12/14/2023

DRAWN BY: BP SCALE: 1" = 1000'

WYLD OAKS PLAT 30FT–SKETCH

SHEET 2 OF 2

Exhibit "C-4"
Describing and Depicting Western Transmission Lines

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS
PURPOSE: STORMWATER EASEMENT
"TRANSMISSION LINE #1"

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2

DESCRIPTION:

That part of Section 13, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 2, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida; thence run N00°29'47"W along the West line of said Lot 2, a distance of 1825.03 feet for the Point of Beginning; thence run S89°27'53"W, a distance of 94.06 feet; thence run N00°00'00"W, a distance of 95.46 feet; thence run N53°26'27"E, a distance of 115.33 feet; thence run S00°29'47"E along said West line of Lot 2, a distance of 163.28 feet to the Point of Beginning.

Contains 12,101 square feet or 0.278 acres, more or less.

SURVEYORS NOTES

1. Bearings based on the West line of Lot 2, Kelly Park Crossings as being N00°29'47"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 01/02/2024 per 5J17-062(2).

James R Shannon
Digitally signed by James R Shannon
Date: 2024.01.02 14:21:15 -05'00'

JAMES R. SHANNON JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

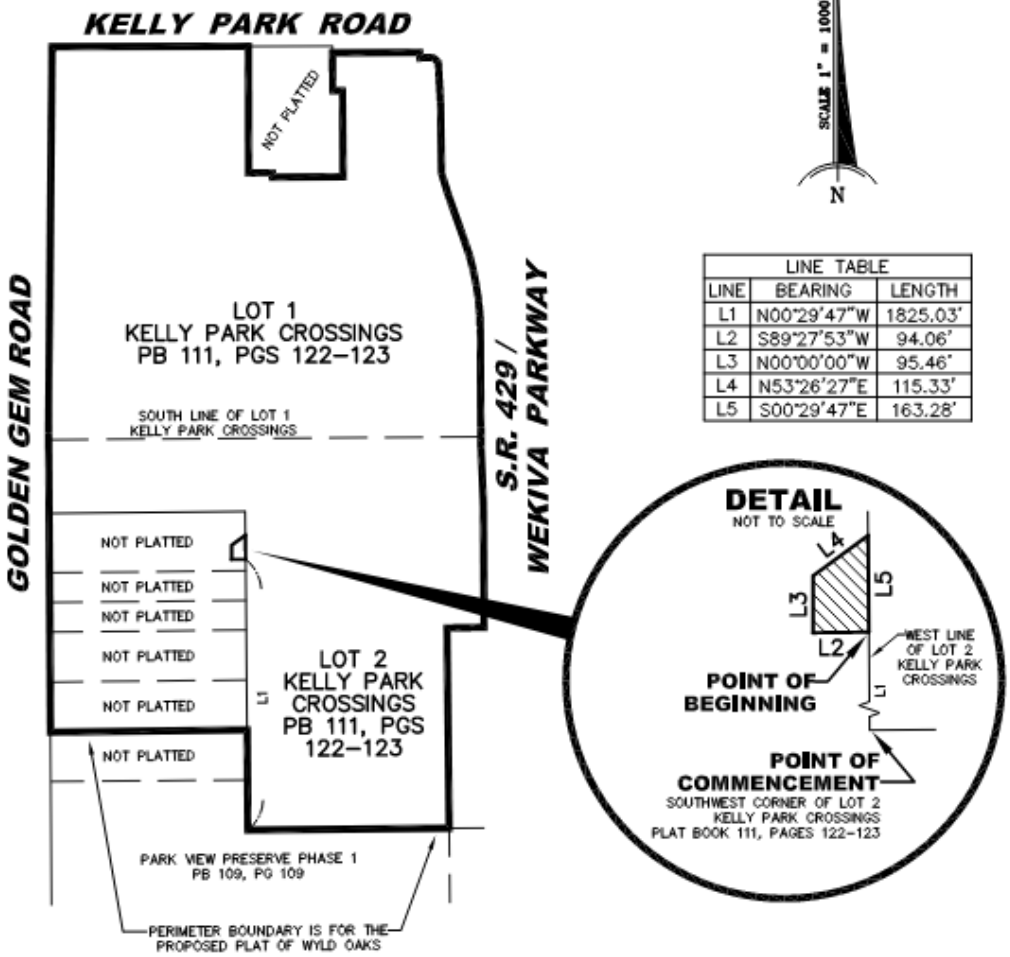
SHANNON SURVEYING, INC.
499 NORTH S.R. 434 – SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 01/02/2024
DRAWN BY: BP SCALE: 1" = 1000'
WYLD OAKS PLAT TRANS 1-SKETCH
SHEET 1 OF 2

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS
PURPOSE: STORMWATER EASEMENT
"TRANSMISSION LINE #1"

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 1



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°29'47"W	1825.03'
L2	S89°27'53"W	94.06'
L3	N00°00'00"W	95.46'
L4	N53°26'27"E	115.33'
L5	S00°29'47"E	163.28'

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 – SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774–8372 LB # 6898

DATE OF SURVEY: 01/02/2024
DRAWN BY: BP SCALE: 1" = 1000'
WYLD OAKS PLAT TRANS 1–SKETCH
SHEET 2 OF 2

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS
PURPOSE: STORMWATER EASEMENT
"TRANSMISSION LINE #2"

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2

DESCRIPTION:

That part of Section 13, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 2, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida; thence run N00°29'47"W along the West line of said Lot 2, a distance of 1116.48 feet for the Point of Beginning; thence run N49°27'55"W, a distance of 131.16 feet; thence run N40°15'49"E, a distance of 30.00 feet; thence run S49°27'55"E,I a distance of 105.06 feet; thence run S00°29'47"E along said West line of Lot 2, a distance of 39.77 feet to the Point of Beginning.

Contains 3,545 square feet or 0.081 acres, more or less.

SURVEYORS NOTES

1. Bearings based on the West line of Lot 2, Kelly Park Crossings as being N00°29'47"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 01/02/2024 per 5J17-062(2).

James R Shannon
Digitally signed by James R Shannon
Date: 2024.01.02 14:22:05 -05'00'

JAMES R. SHANNON JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

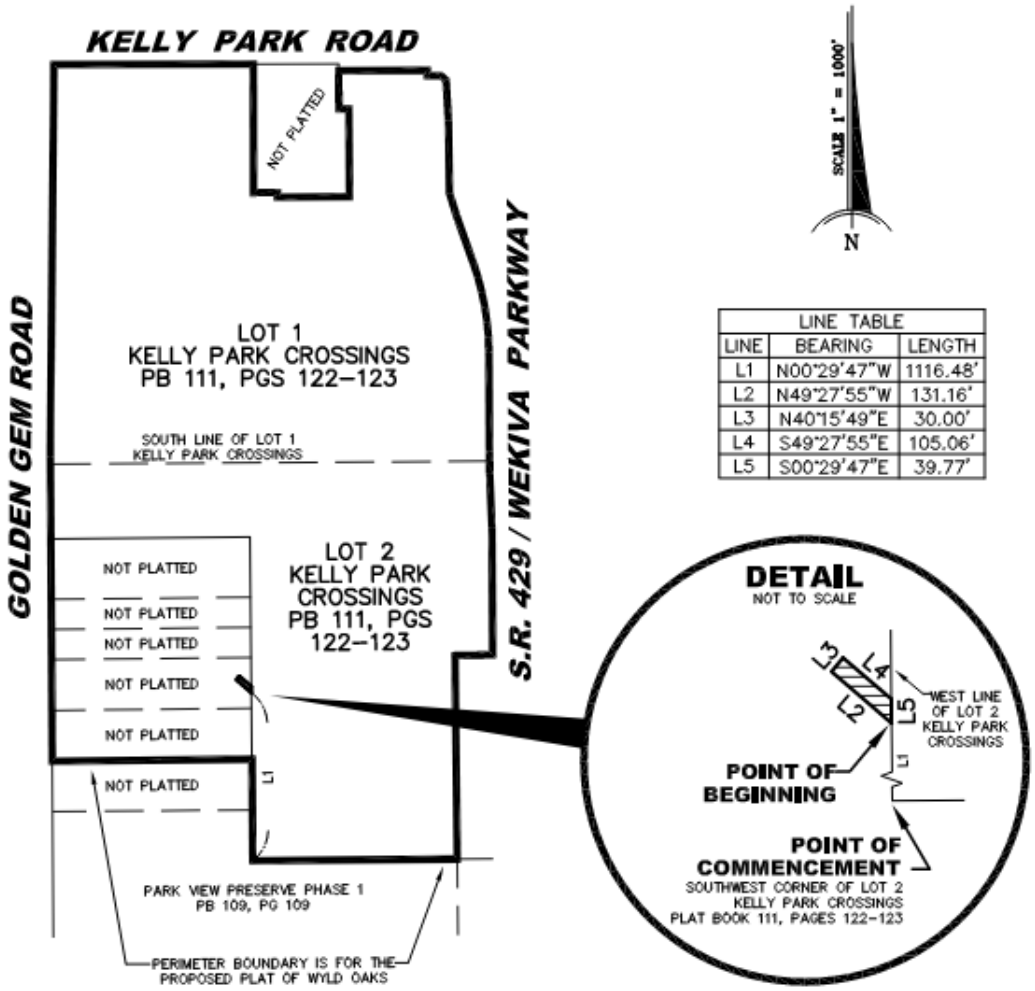
SHANNON SURVEYING, INC.
499 NORTH S.R. 434 – SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 01/02/2024
DRAWN BY: BP SCALE: 1" = 1000'
WYLD OAKS PLAT TRANS 2-SKETCH

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS
PURPOSE: STORMWATER EASEMENT
"TRANSMISSION LINE #2"

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 1



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°29'47"W	1116.48'
L2	N49°27'55"W	131.16'
L3	N40°15'49"E	30.00'
L4	S49°27'55"E	105.06'
L5	S00°29'47"E	39.77'

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 – SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774–8372 LB # 6898

DATE OF SURVEY: 01/02/2024
DRAWN BY: BP SCALE: 1" = 1000'
WYLD OAKS PLAT TRANS 2-SKETCH
SHEET 2 OF 2

SECTION IX

SECTION C

SECTION 1

Golden Gem

Community Development District

Unaudited Financial Reporting

March 31, 2025

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1 Balance Sheet

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4 Series 2024 Capital Projects Fund

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Golden Gem

Community Development District

Combined Balance Sheet

March 31, 2025

	General Fund	*Debt Service Fund*	*Capital Projects Fund*	*Total Governmental Funds*
Assets:				
Cash:				
Operating Account	$ 8,145	$ -	$ -	$ 8,145
Investments				
Series 2024				
Revenue	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ -	$ -
Sinking Fund	$ -	$ -	$ -	$ -
Prepayment	$ -	$ -	$ -	$ -
Reserve	$ -	$ 2,712,768	$ -	$ 2,712,768
Capitalized Interest	$ -	$ 2,321,304	$ -	$ 2,321,304
Acquisition & Construction	$ -	$ -	$ 8,618,182	$ 8,618,182
Cost of Issuance	$ -	$ -	$ -	$ -
Due from Developer	$ -	$ -	$ -	$ -
Due from Capital Projects Fund	$ -	$ -	$ -	$ -
Due from General Fund	$ -	$ -	$ -	$ -
Prepaid Expenditures	$ -	$ -	$ -	$ -
Total Assets	**$ 8,145**	**$ 5,034,071**	**$ 8,618,182**	**$ 13,660,398**
Liabilities:				
Accounts Payable	$ 5,212	$ -	$ -	$ 5,212
Accrued Expenses	$ -	$ -	$ -	$ -
Contracts Payable	$ -	$ -	$ -	$ -
Due to Capital	$ -	$ -	$ -	$ -
Due to General Fund	$ -	$ -	$ -	$ -
Total Liabilites	**$ 5,212**	**$ -**	**$ -**	**$ 5,212**
Fund Balance:				
Nonspendable:				
Deposits and Prepaid Items	$ -	$ -	$ -	$ -
Assigned:				
Debt Service - Series 2024	$ -	$ 5,034,071	$ -	$ 5,034,071
Capital Projects Fund	$ -	$ -	$ 8,618,182	$ 8,618,182
Unassigned	$ 2,933	$ -	$ -	$ 2,933
Total Fund Balances	**$ 2,933**	**$ 5,034,071**	**$ 8,618,182**	**$ 13,655,186**
Total Liabilities & Fund Balance	$ 8,145	$ 5,034,071	$ 8,618,182	$ 13,660,398

Golden Gem

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2025

	Adopted Budget	Prorated Budget Thru 03/31/25	Actual Thru 03/31/25	Variance
Revenues:				
Developer Contributions	$ 153,628	$ 72,521	$ 72,521	$ -
Total Revenues	**$ 153,628**	**$ 72,521**	**$ 72,521**	**$ -**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 6,000	$ 1,800	$ 4,200
FICA Expenditures	$ 918	$ 459	$ 138	$ 321
Engineering	$ 15,000	$ 7,500	$ 975	$ 6,525
Attorney	$ 25,000	$ 12,500	$ 2,740	$ 9,760
Annual Audit	$ 5,000	$ -	$ -	$ -
Assessment Administration	$ 5,000	$ -	$ -	$ -
Arbitrage	$ 450	$ -	$ -	$ -
Dissemination	$ 5,000	$ 2,500	$ 2,500	$ (0)
Trustee Fees	$ 5,000	$ -	$ -	$ -
Management Fees	$ 37,500	$ 18,750	$ 18,750	$ -
Information Technology	$ 1,800	$ 900	$ 900	$ -
Website Maintenance	$ 1,200	$ 600	$ 600	$ -
Telephone	$ 300	$ 150	$ -	$ 150
Postage & Delivery	$ 1,000	$ 500	$ 91	$ 409
Insurance	$ 6,000	$ 6,000	$ 5,000	$ 1,000
Printing & Binding	$ 1,000	$ 500	$ 40	$ 460
Legal Advertising	$ 15,000	$ 7,500	$ -	$ 7,500
Contingency	$ 5,000	$ 2,500	$ 244	$ 2,256
Office Supplies	$ 625	$ 313	$ 0	$ 312
Travel Per Diem	$ 660	$ 330	$ -	$ 330
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Property Taxes	$ -	$ -	$ 35,636	$ (35,636)
Total Administrative Expenditures	**$ 143,628**	**$ 67,177**	**$ 69,588**	**$ (2,412)**
Contingency	$ 10,000	$ 5,000	$ -	$ 5,000
Total Field Expenditures	**$ 10,000**	**$ 5,000**	**$ -**	**$ 5,000**
Total Expenditures	**$ 153,628**	**$ 72,177**	**$ 69,588**	**$ 2,588**
Excess (Deficiency) of Revenues over Expenditures	$ -	$ 345	$ 2,933	
Fund Balance - Beginning	$ -		$ -	
Fund Balance - Ending	$ -		$ 2,933	

Golden Gem

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2025

	Adopted Budget	Prorated Budge Thru 03/31/25	Actual Thru 03/31/25	Variance
Revenues:				
Assessments - Tax Roll	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ 118,236	$ 118,236
Total Revenues	**$ -**	**$ -**	**$ 118,236**	**$ 118,236**
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	$ -		$ (695,645)	
Other Financing Sources/(Uses):				
Bond Proceeds	$ -	$ -	$ -	$ -
Transfer In/(Out)	$ -	$ -	$ -	$ -
Total Other Financing Sources/(Uses)	$ -	$ -	$ -	$ -
Net Change in Fund Balance	**$ -**	**$ -**	**$ (695,645)**	**$ -**
Fund Balance - Beginning	**$ -**	**$ -**	**$5,729,717**	**$ -**
Fund Balance - Ending	**$ -**	**$ -**	**$5,034,071**	**$ -**

Golden Gem

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2025

	Adopted Budget	Prorated Budget Thru 03/31/25	Actual Thru 03/31/25	Variance
Revenues:				
Developer Advances	$ -	$ -	$ -	$ -
Developer Contributions	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ 371,790	$ 371,790
Total Revenues	**$ -**	**$ -**	**$ 371,790**	**$ 371,790**
Expenditures:				
General & Administrative:				
Capital Outlay	$ -	$ -	$ 9,374,032	$ (9,374,032)
Capital Outlay - COI	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ 9,374,032**	**$ (9,374,032)**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (9,002,241)	
Other Financing Sources/(Uses):				
Bond Proceeds	$ -	$ -	$ -	$ -
Bond Discount	$ -	$ -	$ -	$ -
Transfer In/(Out)	$ -	$ -	$ -	$ -
Total Other Financing Sources/(Uses)	$ -	$ -	$ -	$ -
Net Change in Fund Balance	**$ -**	**$ -**	**$ (9,002,241)**	**$ -**
Fund Balance - Beginning	$ -	$ -	$ 17,620,423	$ -
Fund Balance - Ending	$ -	$ -	$ 8,618,182	$ -

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	$ 6,540	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 72,521
Total Revenues	**$ 12,088**	**$ 3,968**	**$ 45,818**	**$ 4,107**	**$ 6,540**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 72,521**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ -	$ 800	$ -	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,800
FICA Expenditures	$ -	$ 61	$ -	$ -	$ 77	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 138
Engineering	$ -	$ -	$ -	$ -	$ 975	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 975
Attorney	$ 438	$ 315	$ 1,672	$ 316	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,740
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assessment Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dissemination	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management Fees	$ 3,125	$ 3,125	$ 3,125	$ 3,125	$ 3,125	$ 3,125	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,750
Information Technology	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ 900
Website Maintenance	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ 600
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage & Delivery	$ 1	$ -	$ -	$ -	$ -	$ 90	$ -	$ -	$ -	$ -	$ -	$ -	$ 91
Insurance	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
Printing & Binding	$ -	$ -	$ -	$ -	$ -	$ 40	$ -	$ -	$ -	$ -	$ -	$ -	$ 40
Legal Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ 38	$ 38	$ 47	$ 38	$ 41	$ 41	$ -	$ -	$ -	$ -	$ -	$ -	$ 244
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**	**$ 5,510**	**$ 4,145**	**$ 5,884**	**$ 3,963**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 69,588**
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Field Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Expenditures	**$ 9,444**	**$ 40,642**	**$ 5,510**	**$ 4,145**	**$ 5,884**	**$ 3,963**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 69,588**
Excess Revenues (Expenditures)	$ 2,644	$ (36,674)	$ 40,309	$ (39)	$ 655	$ (3,963)	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,933

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 #14
February 17, 2025

Bill to: Wyld Oaks Development

	Payee		General Fund
1	**GMS- Central Florida, LLC**		
	Invoice # 15 - Management Fees February 2025	$	3,791.67
2	**Kutak Rock, LLP**		
	Invoice # 3514355 - General Counsel December 2024	$	1,671.50
4	**Supervisor Fees - 02/12/2025 Meeting**		
	Craig Linton, Jr.	$	215.30
	Duane "Rocky" Owen	$	215.30
	George Hammer, Jr.	$	215.30
	H.M. Ridgely, III	$	215.30
	Taylor Edwards	$	215.30
		$	**6,539.67**
	Total:	**$**	**6,539.67**

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 #: 15
Invoice Date: 2/1/25
Due Date: 2/1/25
Case:
P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees - February 2025		3,125.00	3,125.00
Website Administration - February 2025		100.00	100.00
Information Technology - February 2025		150.00	150.00
Dissemination Agent Services - February 2025		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. 3514355
Client Matter No. 47123-1
Notification Email: eftgroup@kutakrock.com

January 29, 2025

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

Invoice No. 3514355
47123-1

Re: General Counsel

For Professional Legal Services Rendered

12/02/24	A. Willson	0.70	220.50	Confer with Edwards regarding impact fee credit sales; review items regarding same; confer with Walda regarding easement; review same
12/03/24	A. Willson	0.60	189.00	Review and revise easement agreement; confer with Wald and Flint regarding same
12/04/24	A. Willson	0.90	283.50	Confer with Walda and Flint regarding easement; confer with Flint and Edwards regarding cattle lease
12/05/24	J. Gillis	0.40	70.00	Confer with staff regarding use agreement with cattle owner; research regarding same
12/05/24	A. Willson	0.20	63.00	Work session with Gillis regarding agreement for use of district property
12/06/24	J. Gillis	0.90	157.50	Draft hold harmless agreement regarding use of Tract C for cattle
12/06/24	A. Willson	0.30	94.50	Review revised easement; confer with Walda regarding same
12/10/24	A. Willson	1.50	472.50	Review revised easement; confer with Walda and Robertson regarding same

12/17/24	M. Rigoni	0.20	58.00	Finalize response to notice to owner regarding Dixie
12/30/24	A. Willson	0.20	63.00	Confer with Flint regarding upcoming meeting; review potential agenda items

TOTAL HOURS	5.90	
TOTAL FOR SERVICES RENDERED		$1,671.50
TOTAL CURRENT AMOUNT DUE		$1,671.50

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Golden Gem CDD

Board Meeting Date: February 12, 2025

		Name	*In Attendance Please √*	*Fee Involved Yes / No*
C	1	Craig Linton, Jr.	✓	Yes ($200)
VC	2	H.M. Ridgely, III	✓	Yes ($200)
	3	Taylor Edwards	✓	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 2/12/25 **Date**

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

Golden Gem
Community Development District

Funding Request #15
March 19, 2025

Bill to: Wyld Oaks Development

	Payee		General Fund
1	**GMS- Central Florida, LLC**		
	Invoice # 16 - Management Fees March 2025	$	3,921.26
2	**Kimley-Horn & Associates, Inc.**		
	Invoice # 31267741 - Engineerng Services February 2025	$	975.00
3	**Kutak Rock, LLP**		
	Invoice # 3527883 - General Counsel January 2025	$	315.50
		$	**5,211.76**
	Total:	**$**	**5,211.76**

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 #: 16
Invoice Date: 3/1/25
Due Date: 3/1/25
Case:
P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees - March 2025		3,125.00	3,125.00
Website Administration - March 2025		100.00	100.00
Information Technology - March 2025		150.00	150.00
Dissemination Agent Services - March 2025		416.67	416.67
Postage		89.84	89.84
Copies		39.75	39.75

Total	$3,921.26
Payments/Credits	$0.00
Balance Due	$3,921.26

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 Feb 28, 2025

Invoice Amount: $975.00

Invoice No: 31267741
Invoice Date: Feb 28, 2025

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	17,387.50	16,412.50	975.00
Subtotal	**25,000.00**	**17,387.50**	**16,412.50**	**975.00**
Total HOURLY NOT TO EXCEED				**975.00**

DESCRIPTION OF SERVICES PERFORMED:

APPROVE REQ 32
REVIEW BOARD MEETING AGENDA
BOARD MEETING ATTENDANCE 2/12/25
REVIEW AND APPROVE PAY REQ 34 AND 35

Total Invoice: $975.00

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

Kimley»Horn

Labor and Expense Detail

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

Invoice No: 31267741
Invoice Date: Feb 28, 2025

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	2.5	390.00	975.00
TOTAL 01INTERIM ENGINEERING		**2.5**		**975.00**
TOTAL LABOR AND EXPENSE DETAIL				**975.00**

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

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

February 28, 2025

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. 3527883
Client Matter No. 47123-1
Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3527883
47123-1

Re: General Counsel

For Professional Legal Services Rendered

01/11/25	L. Whelan	0.50	192.50	Monitor legislative process relating to matters impacting special districts
01/19/25	A. Willson	0.20	66.00	Review and revise hold harmless agreement; confer with Edwards regarding same
01/21/25	J. Gillis	0.20	38.00	Review and revise hold harmless agreement with Pugh Cattle Company
01/28/25	J. Gillis	0.10	19.00	Prepare FY 2026 budget adoption items

TOTAL HOURS 1.00

TOTAL FOR SERVICES RENDERED $315.50

TOTAL CURRENT AMOUNT DUE $315.50

AUDIT COMMITTEE MEETING

SECTION III

SECTION A

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS

Annual Audit Services for Fiscal Year 2025
Orange County, Florida

INSTRUCTIONS TO PROPOSE

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Friday, May 30, 2025 at 2:00 P.M.**, at the offices of District Manager, located at 219 E. Livingston Street, Orlando, FL 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relive it from responsibility to perform the work covered by the proposal in compliance with al such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services - Golden Gem Community Development District" on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a wavier of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.

B. Describe proposed staffing levels, including resumes with applicable certifications.

C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

D. The cost of the provision of the services under the proposal for Fiscal Years 2025, 2026, 2027, 2028 and 2029. The District intends to enter into five (5) separate one-year agreements.

E. Provide a proposed schedule for performance of audit.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

AUDITOR SELECTION
EVALUATION CRITERIA

1. ***Ability of Personnel.*** **(20 Points)**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. ***Proposer's Experience.*** **(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. ***Understanding of Scope of Work.*** **(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. ***Ability to Furnish the Required Services.*** **(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. Price. **(20 Points)**

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

SECTION B

Golden Gem
Community Development District
219 E. Livingston Street, Orlando, FL 32801
Phone: 407-841-5524 - Fax: 407-839-1526

GOLDEN GEM
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Golden Gem Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the Fiscal Year ending September 30, 2025, with an option for four additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Orange County and has a general administrative operating fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) hard copy and one (1) electronic copy of their proposal to GMS - CF, LLC, District Manager, 219 E. Livingston Street, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside **"Auditing Services – Golden Gem Community Development District."** Proposals must be received by **Friday, May 30, 2025, 2:00 P.M.**, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

George S. Flint
Governmental Management Services – Central Florida, LLC
District Manager