

*Tapestry Community
Development District*

Agenda

July 26, 2017

AGENDA

Tapestry

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

July 19, 2017

**Board of Supervisors
Tapestry Community
Development District**

Dear Board Members:

The meeting of the Board of Supervisors of Tapestry Community Development District will be held **Wednesday, July 26, 2017 at 2:00 PM at the Hart Memorial Central Library, 211 E. Dankin Avenue, Kissimmee, Florida.** PLEASE NOTE THE LOCATION OF THE MEETING. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the April 26, 2017 Meeting
4. Review and Acceptance of Fiscal Year 2016 Audit Report
5. Consideration of Resolution 2017-04 Re-setting the Location of the Proposed Budget for Fiscal Year 2018
6. Public Hearing to Adopt the Fiscal Year 2018 Budget and Assessments
 - A. Consideration of Resolution 2017-05 Adopting the Fiscal Year 2018 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2017-06 Imposing Special Assessments and Certifying an Assessment Roll
7. Consideration of Series 2016 Requisitions #10 & #11
8. Consideration of Matters Related to Phase 2 Infrastructure Acquisition
 - A. Consideration of Acceptance of Phase 2 Stormwater Pond and Utility Infrastructure from Mattamy Florida, LLC
 - i. Consideration of Special Warranty Deed - Stormwater Pond
 - ii. Consideration of Bills of Sale - Stormwater Pond, Drainage Infrastructure and Utility Infrastructure
 - iii. Consideration of Acknowledgement of Assignment of Warranties
 - B. Consideration of Conveyance of Phase 2 Utility Infrastructure to Toho Water Authority
 - C. Consideration of Requisition #12 Relative to Acquisition of Phase 2 Stormwater Ponds, Utility Infrastructure and/or Professional Fees
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Approval of Fiscal Year 2018 Meeting Schedule
10. Supervisor's Requests

11. Adjournment

The second order of business is the Public Comment where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is approval of minutes of the April 26, 2017 meeting. The minutes are enclosed for your review.

The fourth order of business is the review and acceptance of the Fiscal Year 2016 audit report. A copy of the report is enclosed for your review.

The fifth order of business is the consideration of Resolution 2017-04 re-setting the location of the proposed budget for Fiscal Year 2018. A copy of the Resolution is enclosed for your review.

The sixth order of business opens the public hearing to adopt the Fiscal Year 2018 budget and assessments. Section A is the consideration of Resolution 2017-05 adopting the Fiscal Year 2018 budget and relating to the annual appropriations. A copy of the Resolution and approved budget are enclosed for your review. Section B is the consideration of Resolution 2017-06 imposing special assessments and certifying an assessment roll. A copy of the Resolution is enclosed for your review and a copy of the assessment roll will be available at the meeting for review.

The seventh order of business is the consideration of Series 2016 Requisitions #10 & #11. Both requisitions and supporting invoices are enclosed for your review.

The eighth order of business is the consideration of matters related to the Phase 2 infrastructure acquisition. Section A is the consideration of acceptance of Phase 2 stormwater pond and utility infrastructure from Mattamy Florida, LLC. Included under this item are the Special Warranty Deed, Bills of Sale and Acknowledgement of Assignment Warranties for your review. Section B is the consideration of conveyance of Phase 2 utility infrastructure to Toho Water Authority. Section C is the consideration Requisition #12 relative to the acquisition of Phase 2 stormwater ponds, utility infrastructure and/or professional fees. A draft copy of the requisition is enclosed for your review.

Section C of the ninth order of business is the District Manager's Report. Section 1 is the approval of the check register and Section 2 includes the balance sheet and income statement for your review. Section 3 is the approval of the Fiscal Year 2018 meeting schedule. A sample meeting notice is enclosed for your review.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. Flint', with a stylized, cursive-like flourish.

George S. Flint
District Manager

CC: Jason Walters, District Counsel
Lindsay Whelan, District Counsel
Mark Vincuntonis, District Engineer
Darrin Mossing, GMS

Enclosures

MINUTES

TAPESTRY
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Tapestry Community Development District was held Wednesday, April 26, 2017 at 2:00 p.m. in the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida.

Present and constituting a quorum were:

Andrew Abel	Chairman
Keith Trace	Vice Chairman
Amy Herskovitz	Assistant Secretary (by phone)
Steven Kalberer	Assistant Secretary
Thomas Franklin	Assistant Secretary

Also present were:

George Flint	District Manager, Secretary
Lindsay Whelan	District Counsel
Jason Walters	Hopping Green & Sams
Mark Vincutonis	District Engineer
Alan Scheerer	Field Manager
Brian Smith	GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order.

SECOND ORDER OF BUSINESS

Public Comment Period

There being nine, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the January 24,
2017 Meeting**

On MOTION by Mr. Abel seconded by Mr. Franklin with all in favor the minutes of the January 24, 2017 meeting were approved as presented.
--

FOURTH ORDER OF BUSINESS**Consideration of Series 2016 Requisition 9**

Mr. Flint stated requisition no. 9 is for construction accounting and the District Management agreement provides for a fee during the period that the construction account is active. We anticipate this would not apply next year assuming the remaining balance in the construction account is drawn down.

On MOTION by Mr. Trace seconded by Mr. Abel with all in favor the series 2016 Requisition no. 9 was approved.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2017-03
Approving the Proposed Fiscal Year 2018
Budget and Setting a Public Hearing**

Mr. Flint stated next is Resolution 2017-03, which is a resolution approving a proposed budget and setting the date, place and time of the public hearing for its final consideration. There was some discussion about finding a location closer to Tapestry. Right now the downtown library is under construction and my recommendation would be to set the public hearing for this location and if there is a desire to move the meeting location between now and the time you have the public hearing once the construction is complete we can amend the resolution and make sure the notice is run with the new address.

Mr. Trace asked when will the clubhouse be completed?

Mr. Abel stated June 17th.

Mr. Flint stated if you want to we can put that address in the resolution and if for some reason there is a delay we can change it.

Mr. Franklin stated Workforce Florida next door to us has a huge meeting room and they will book it for you in advance. The Board of realtors has their meetings there now.

Mr. Flint stated you can put this address in the resolution and when we advertise it we will make sure we run the notice with the other address. There will be a resolution at the public hearing ratifying my action in changing the location. That way you have some flexibility.

Exhibit A is the proposed budget and it is based on the assessment levels that are currently in place. We are going to refine the landscape and lake maintenance line item. When we adopted the budget it was kind of a black box and we plugged a number because we weren't sure what that was going to be. We are getting closer to the point where those numbers are

nailed down and we know what the HOA and CDD is going to maintain. The likelihood is if anything the assessments may decrease. The key is they are not increasing and as long as we are staying the same or going down then we don't have to do a mailed notice.

On MOTION by Mr. Abel seconded by Mr. Trace with all in favor Resolution 2017-03 approving the proposed Fiscal Year 2018 budget and setting the public hearing for July 26, 2017 at 2:00 p.m. in the West Osceola Branch Library was approved.

SIXTH ORDER OF BUSINESS

Consideration of Disclosure of Public Finance

Mr. Flint stated as part of the disclosure requirements under the Florida Statutes we have to record what is called a disclosure of public financing and maintenance of improvements and any time someone purchases property within the District this document will show up as part of the title work. There is also a notice of establishment that has already been recorded so anyone buying property knows they are buying property in a District. It also provides some general information about the CDD and what it maintains, what it financed, what the debt service assessment levels are and it refers anyone if they want additional information to my office.

On MOTION by Mr. Franklin seconded by Mr. Abel with all in favor the disclosure of public financing was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Whelan stated at the last Board meeting the Board approved the conveyance of the utility and storm water infrastructure from the developer to the District and also just for the utility infrastructure from the District to Toho. We have been working with Toho on that conveyance, unfortunately their lead attorney on the project is on vacation and I was hoping to have more of an update for you today and news that the conveyance had been processed but it is on a little bit of a hold since he is on vacation. We have been in contact with them and don't foresee any issues and hopefully by your July meeting we will have that processed.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of check Register

Mr. Flint stated you have the check register from January 13th through April 18th for the General Fund and payroll and it totals \$179,968.46 and the detailed register is behind the summary. A lot of the expenses are related to the transfer of the debt service assessments to the trustee.

On MOTION by Mr. Franklin seconded by Mr. Kalberer with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

iii. Discussion of Meeting Location

Mr. Flint stated we talked about the meeting location under the budget resolution and as the construction on the clubhouse progresses we can look at that as an option in the future, Workforce Florida might be an option as well or the downtown library once construction is completed.

iv. Presentation of Number of Registered Voters - 80

Mr. Flint stated each year we need to announce the number of registered voters residing in the District as of April 15th and you can see the letter from the supervisor of elections indicates that there are 80 registered voters. Once it hits 250 registered voters and the District is six years old, transition of the Board will start.

EIGHTH ORDER OF BUSINESS

Supervisors Requests

Mr. Abel stated on the pond maintenance the edges are not that well maintained.

Mr. Scheerer stated you approved their agreement at the last meeting and we will definitely follow-up with them.

On MOTION by Mr. Abel seconded by Mr. Franklin with all in favor the meeting adjourned at 2:15 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**TAPESTRY
COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2016**

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA**

TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet – Governmental Funds	9
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	10
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	11
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	12
Notes to the Financial Statements	13-20
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	21
Notes to Required Supplementary Information	22
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS	23-24
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	25
MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550 OF THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	26-27



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Tapestry Community Development District
Kissimmee, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Tapestry Community Development District, Kissimmee, Florida ("District") as of and for the fiscal year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2016, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 23, 2017, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated June 23, 2017, on our consideration of the District's compliance with the requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

June 23, 2017

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Tapestry Community Development District, Kissimmee, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2016. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$276,786).
- The change in the District's total net position in comparison with the prior fiscal year was (\$286,330), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2016, the District's governmental funds reported combined ending fund balances of \$7,150,192, an increase of \$7,140,648 in comparison with the prior fiscal year. The total fund balance is non-spendable for prepaid items, restricted for debt service and capital projects, and the remainder is unassigned fund balance which is available for spending at the District's discretion.
- During fiscal year 2016, the District implemented Governmental Accounting Standards Board ("GASB") Statement No. 72, *Fair Value Measurement and Application*, GASB Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, and GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*. Please see New Accounting Standards Adopted in Note 2 of the financial statements for additional information.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund which are major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
	2016	2015
Current and other assets	\$ 7,166,365	\$ 20,572
Capital assets, net of depreciation	12,160	-
Total assets	7,178,525	20,572
Current liabilities	170,311	11,028
Long-term liabilities	7,285,000	-
Total liabilities	7,455,311	11,028
Net position		
Net investment in capital assets	(7,272,840)	-
Restricted	6,811,727	-
Unrestricted	184,327	9,544
Total net position	\$ (276,786)	\$ 9,544

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease was due to the bond issue costs incurred during the current fiscal year.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2016	2015
Revenues:		
Program revenues		
Charges for services	\$ 237,225	\$ -
Operating grants and contributions	603	54,603
Capital grants and contributions	5,872	25,992
General revenues	58	7
Total revenues	243,758	80,602
Expenses:		
General government	62,500	54,880
Bond issue costs	313,450	-
Interest	154,138	-
Total expenses	530,088	54,880
Change in net position	(286,330)	25,722
Net position - beginning	9,544	(16,178)
Net position - ending	\$ (276,786)	\$ 9,544

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2016 was \$530,088. The increase in expenses from the prior year is due to the costs of issuing debt and interest expense. The costs of the District's activities were partially funded by program revenues. Program revenue was comprised primarily of Assessments.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2016.

Actual general fund expenditures for the fiscal year ended September 30, 2016 were less than appropriations due primarily to anticipated costs which were not incurred in the current fiscal year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2016, the District had \$12,160 invested in capital assets for its governmental activities. In the government-wide financial statements no depreciation has been taken, which resulted in a net book value of \$12,160. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2016, the District had \$7,285,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

Subsequent to fiscal year end, the District's infrastructure project is continuing as certain improvements were acquired from the Developer. Further information about the project is presented in the notes to financial statements.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Tapestry Community Development District's Finance Department at 135 West Central Blvd., Suite 320, Orlando, Florida 32801.

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2016**

	Governmental Activities
ASSETS	
Cash	\$ 188,253
Prepays and other assets	7,753
Restricted assets:	
Investments	6,970,359
Capital assets:	
Nondepreciable	12,160
Total assets	<u>7,178,525</u>
LIABILITIES	
Accounts payable	4,186
Accrued interest payable	154,138
Due to Developer	11,987
Non-current liabilities:	
Due within one year	120,000
Due in more than one year	7,165,000
Total liabilities	<u>7,455,311</u>
NET POSITION	
Net investment in capital assets	(7,272,840)
Restricted for debt service	495,430
Restricted for capital projects	6,316,297
Unrestricted	184,327
Total net position	<u>\$ (276,786)</u>

See notes to the financial statements

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

<u>Functions/Programs</u>	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 62,500	\$ 237,225	\$ -	\$ -	\$ 174,725
Maintenance and operations	-	-	-	5,872	5,872
Bond issue costs	313,450	-	-	-	(313,450)
Interest on long-term debt	154,138	-	603	-	(153,535)
Total governmental activities	530,088	237,225	603	5,872	(286,388)
General revenues:					
Unrestricted investment earnings					58
Total general revenues					58
Change in net position					(286,330)
Net position - beginning					9,544
Net position - ending					\$ (276,786)

See notes to the financial statements

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2016**

	Major Fund			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 184,003	\$ -	\$ 4,250	\$ 188,253
Investments	-	649,568	6,320,791	6,970,359
Prepays and other assets	7,753	-	-	7,753
Total assets	<u>\$ 191,756</u>	<u>\$ 649,568</u>	<u>\$ 6,325,041</u>	<u>\$ 7,166,365</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 2,279	\$ -	\$ 1,907	\$ 4,186
Due to Developer	5,150	-	6,837	11,987
Total liabilities	<u>7,429</u>	<u>-</u>	<u>8,744</u>	<u>16,173</u>
Fund balances:				
Nonspendable:				
Prepaid items	7,753	-	-	7,753
Restricted for:				
Debt service	-	649,568	-	649,568
Capital projects	-	-	6,316,297	6,316,297
Unassigned	176,574	-	-	176,574
Total fund balances	<u>184,327</u>	<u>649,568</u>	<u>6,316,297</u>	<u>7,150,192</u>
Total liabilities and fund balances	<u>\$ 191,756</u>	<u>\$ 649,568</u>	<u>\$ 6,325,041</u>	<u>\$ 7,166,365</u>

See notes to the financial statements

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2016**

Fund balance - governmental funds \$ 7,150,192

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	12,160	
Accumulated depreciation	-	12,160

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(154,138)	
Bonds payable	(7,285,000)	(7,439,138)
Net position of governmental activities		\$ (276,786)

See notes to the financial statement

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Assessments	\$ 237,225	\$ -	\$ -	\$ 237,225
Interest	58	603	5,872	6,533
Total revenues	237,283	603	5,872	243,758
EXPENDITURES				
Current:				
General government	62,500	-	-	62,500
Debt service:				
Bond issue costs	-	-	313,450	313,450
Capital outlay	-	-	12,160	12,160
Total expenditures	62,500	-	325,610	388,110
Excess (deficiency) of revenues over (under) expenditures	174,783	603	(319,738)	(144,352)
OTHER FINANCING SOURCES (USES)				
Bond proceeds	-	648,965	6,636,035	7,285,000
Total other financing sources (uses)	-	648,965	6,636,035	7,285,000
Net change in fund balances	174,783	649,568	6,316,297	7,140,648
Fund balances - beginning	9,544	-	-	9,544
Fund balances - ending	\$ 184,327	\$ 649,568	\$ 6,316,297	\$ 7,150,192

See notes to the financial statements

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

Net change in fund balances - total governmental funds	\$ 7,140,648
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net assets.	(7,285,000)
Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net assets.	12,160
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	(154,138)
Change in net position of governmental activities	<u><u>\$ (286,330)</u></u>

See notes to the financial statements

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Tapestry Community Development District ("District") was established on November 5, 2013 by the Kissimmee City Commission, Kissimmee Ordinance 2875, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development and to levy and assess non-ad valorem assessments for the financing and maintenance of improvements.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at-large basis by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2016, all of the Board members are affiliated with Mattamy Florida LLC ("Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement* focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

New Accounting Standards Adopted

During fiscal year 2016, the District adopted three new accounting standards as follows:

GASB 72, Fair Value Measurement and Application

The Statement improves financial reporting by clarifying the definition of fair value for financial reporting purposes, establishing general principles for measuring fair value, providing additional fair value application guidance, and enhancing disclosures about fair value measurements. These improvements are based in part on the concepts and definitions established in Concepts Statement No. 6, *Measurement of Elements of Financial Statements*, and other relevant literature.

GASB 76 - The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments

The Statement identifies—in the context of the current governmental financial reporting environment—the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with generally accepted accounting principles (GAAP) and the framework for selecting those principles.

GASB 79 - Certain External Investment Pools and Pool Participants

This Statement establishes accounting and financial reporting standards for qualifying external investment pools that elect to measure for financial reporting purposes all of their investments at amortized cost. This Statement also establishes accounting and financial reporting standards for state and local governments that participate in a qualifying external investment pool that measures for financial reporting purposes all of its investments at amortized cost.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s). For example, the District would record deferred outflows of resources on the statement of net position related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s). For example, when an asset is recorded in the governmental fund financial statements, but the revenue is unavailable, the District reports a deferred inflow of resources on the balance sheet until such times as the revenue becomes available.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2016:

	Amortized Cost	Credit Risk	Maturities
			Weighted average of the
FIMM Government Portfolio CL I	\$ 6,970,359	S&P AAAM	fund portfolio: 5 days

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2016 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ -	\$ 12,160	\$ -	\$ 12,160
Total capital assets, not being depreciated	-	12,160	-	12,160
Governmental activities capital assets, net	\$ -	\$ 12,160	\$ -	\$ 12,160

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$20,636,293. The infrastructure will include roadways, a storm water system, a water and sewer systems, and other improvements. Subsequent to the current fiscal year, the Developer conveyed assets to the District with a fair value of \$5,273,240. The District paid the Developer \$4,307,563 for the assets. Certain capital assets will be conveyed to other entities upon completion of the project. The remaining costs of the project in excess of the Bond proceeds are expected to be paid for by the Developer.

NOTE 6 – LONG-TERM LIABILITIES

On April 1, 2016, the District issued \$7,285,000 of Special Assessment Revenue Bonds, Series 2016 consisting of \$650,000 Term Bonds Series 2016 due on May 1, 2021 with a fixed interest rate of 3.625%, \$780,000 Term Bonds Series 2016 due on May 1, 2026 with a fixed interest rate of 4.25%, \$2,225,000 Term Bonds Series 2016 due on May 1, 2036 with a fixed interest rate of 4.8%, and \$3,630,000 Term Bonds Series 2016 due on May 1, 2046 with a fixed interest rate of 5%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2017 through May 1, 2046.

The Series 2016 Bonds are subject to redemption at the option of the District prior to their maturity. The Series 2016 Bonds are subject to optional redemption. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2016.

Long-term debt activity for the fiscal year ended September 30, 2016 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2016	\$ -	\$ 7,285,000	\$ -	\$ 7,285,000	\$ 120,000
Total	\$ -	\$ 7,285,000	\$ -	\$ 7,285,000	\$ 120,000

NOTE 6 – LONG-TERM LIABILITIES (Continued)

At September 30, 2016, the scheduled debt service requirements on the long-term debt were as follows:

Governmental Activities			
Year ending September 30:	Principal	Interest	Total
2017	\$ 120,000	\$ 357,471	\$ 477,471
2018	125,000	340,662	465,662
2019	130,000	336,132	466,132
2020	135,000	331,418	466,418
2021	140,000	326,526	466,526
2022-2026	780,000	1,543,502	2,323,502
2027-2031	980,000	1,351,740	2,331,740
2032-2036	1,245,000	1,092,780	2,337,780
2037-2041	1,585,000	757,250	2,342,250
2042-2046	2,045,000	316,750	2,361,750
Total	\$ 7,285,000	\$ 6,754,231	\$ 14,039,231

NOTE 7 – DEVELOPER TRANSACTIONS

All of the current year assessments were paid by the Developer.

NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer who owns all of the land within the District, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer contributions	\$ 237,225	\$ 237,225	\$ -
Interest	-	58	58
Total revenues	<u>237,225</u>	<u>237,283</u>	<u>58</u>
EXPENDITURES			
Current:			
General government	237,225	62,500	174,725
Total expenditures	<u>237,225</u>	<u>62,500</u>	<u>174,725</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	174,783	<u>\$ 174,783</u>
Fund balance - beginning		<u>9,544</u>	
Fund balance - ending		<u>\$ 184,327</u>	

See notes to required supplementary information

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
KISSIMMEE, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2016.

Actual general fund expenditures for the fiscal year ended September 30, 2016 were less than appropriations due primarily to anticipated costs which were not incurred in the current fiscal year.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Tapestry Community Development District
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Tapestry Community Development District, Kissimmee, Florida ("District") as of and for the fiscal year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 23, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 23, 2017



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Tapestry Community Development District
Kissimmee, Florida

We have examined Tapestry Community Development District, Kissimmee, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2016. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2016.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Tapestry Community Development District, Kissimmee, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 23, 2017



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Tapestry Community Development District
Kissimmee, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Tapestry Community Development District, Kissimmee, Florida ("District") as of and for the fiscal year ended September 30, 2016, and have issued our report thereon dated June 23, 2017.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 23, 2017, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Tapestry Community Development District, Kissimmee, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Tapestry Community Development District, Kissimmee, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 23, 2017

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2015.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2016.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2016.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes agrees with the September 30, 2016 financial audit report.

6. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

7. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

SECTION V

RESOLUTION 2017-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2017-03 TO RE-SET THE LOCATION OF THE PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2017/2018; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tapestry Community Development District (“District”) is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, on April 26, 2017, at a duly noticed public meeting, the District’s Board of Supervisors (“Board”) adopted Resolution 2017-03, approving the proposed budget for Fiscal Year 2017-2018 and setting a public hearing on the proposed budget for July 26, 2017 at 2:00 p.m. at West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida 34747; and

WHEREAS, the Board desires to change the location of the public hearing.

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

SECTION 1. PUBLIC HEARING LOCATION RESET. Resolution 2017-03 is hereby amended to reflect that the location of the public hearing as declared in Resolution 2017-03 is reset to:

July 26, 2017 at 2:00 p.m. at Hart Memorial Central Library, 211 E. Dakin Avenue, Kissimmee, Florida 34741

The District Manager shall send a copy of this Resolution to the City of Kissimmee and Osceola County upon adoption.

SECTION 2. RESOLUTION 2017-03 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2017-03 continue in full force and effect.

SECTION 3. 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.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this __ day of _____, 2017.

ATTEST:

**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

SECTION VI

RESOLUTION 2017-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2017, submitted to the Board of Supervisors (“**Board**”) of the Tapestry Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2017 and ending September 30, 2018 (“**Fiscal Year 2017-2018**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set April 26, 2017, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Tapestry Community Development District for the Fiscal Year Ending September 30, 2018."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2017-2018, the sum of \$ _____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2017-2018 or within 60 days following the end of the Fiscal Year 2017-2018 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2017.

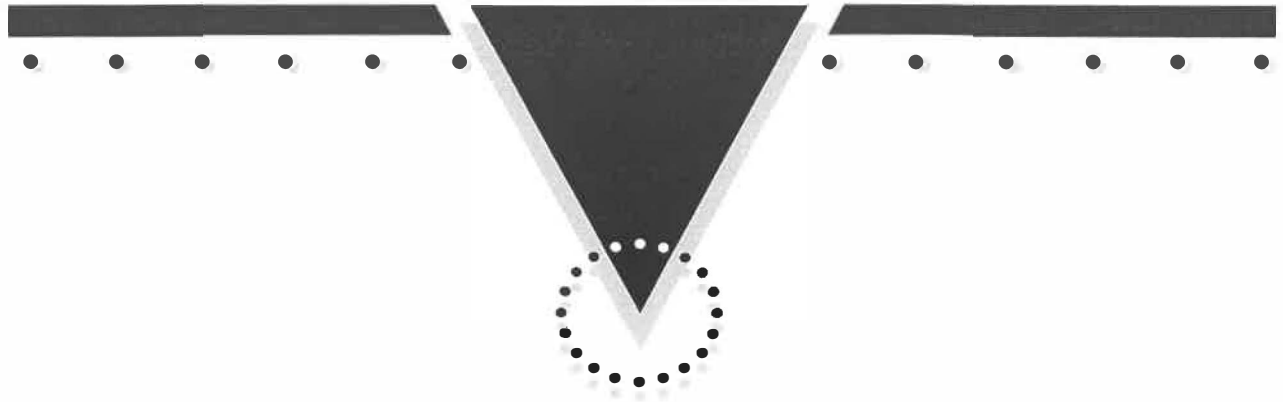
ATTEST:

**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____



Tapestry

Community Development District

Proposed Budget
FY 2018



Table of Contents

1	General Fund
2-5	General Fund Narrative
6	Debt Service Fund Series 2016
7-8	Amortization Schedule Series 2016

Tapestry
Community Development District
Proposed Budget
General Fund
Fiscal Year 2018

Description	Adopted Budget FY2017	Actual thru 6/30/17	Projected Next 3 Months	Total thru 9/30/17	Proposed Budget FY2018
-------------	-----------------------------	---------------------------	-------------------------------	--------------------------	------------------------------

Revenues

Non-Ad Valorem Assessments	\$363,215	\$363,359	\$0	\$363,359	\$231,855
Interest	\$0	\$117	\$0	\$117	\$0
Total Revenues	\$363,215	\$363,476	\$0	\$363,476	\$231,855

Expenditures

Administrative

Supervisor Fees	\$0	\$400	\$600	\$1,000	\$1,200
FICA Expense	\$0	\$31	\$46	\$77	\$100
Engineering	\$10,000	\$750	\$2,000	\$2,750	\$10,000
Attorney	\$25,000	\$6,849	\$4,000	\$10,849	\$25,000
Annual Audit	\$3,500	\$2,500	\$0	\$2,500	\$4,100
Assessment Administration	\$2,500	\$2,500	\$0	\$2,500	\$2,500
Arbitrage	\$600	\$0	\$600	\$600	\$600
Dissemination	\$3,500	\$2,625	\$875	\$3,500	\$3,500
Trustee Fees	\$5,000	\$3,500	\$0	\$3,500	\$3,500
Management Fees	\$35,000	\$26,250	\$8,750	\$35,000	\$35,000
Information Technology	\$600	\$450	\$150	\$600	\$600
Telephone	\$300	\$17	\$20	\$37	\$300
Postage	\$1,000	\$112	\$20	\$132	\$800
Insurance	\$5,665	\$5,253	\$0	\$5,253	\$6,000
Printing & Binding	\$1,000	\$181	\$200	\$381	\$1,000
Legal Advertising	\$5,000	\$1,269	\$3,731	\$5,000	\$5,000
Other Current Charges	\$1,000	\$341	\$80	\$421	\$1,000
Office Supplies	\$625	\$4	\$10	\$14	\$590
Property Appraiser	\$250	\$108	\$0	\$108	\$250
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175

Field

Field Management	\$7,500	\$5,625	\$1,875	\$7,500	\$7,500
Property Insurance	\$5,000	\$0	\$0	\$0	\$5,000
Landscape Maintenance	\$125,000	\$8,000	\$6,000	\$14,000	\$80,000
Lake Maintenance	\$125,000	\$1,385	\$1,785	\$3,170	\$7,140
Stormwater Maintenance	\$0	\$0	\$0	\$0	\$10,000
Wetland Maintenance	\$0	\$0	\$0	\$0	\$6,000
Plant Replacement	\$0	\$0	\$0	\$0	\$5,000
Contingency	\$0	\$0	\$0	\$0	\$10,000

Total Expenditures	\$363,215	\$68,326	\$30,742	\$99,068	\$231,855
---------------------------	------------------	-----------------	-----------------	-----------------	------------------

Excess Revenues/(Expenditures)	\$0	\$295,150	(\$30,742)	\$264,409	\$0
---------------------------------------	------------	------------------	-------------------	------------------	------------

Net Assessments	\$231,855
Add: Discounts & Collection	\$14,799
Gross Assessments	\$246,654

Product Type	ERU	Units	Total ERU	Net O&M	Gross O&M
Townhouse	0.6	230	138	\$144	\$153
Single-Family 40'	0.9	254	229	\$216	\$229
Single-Family 45'	1.0	218	218	\$240	\$255
Single-Family 50'	1.1	196	216	\$263	\$280
Single-Family 60'	1.3	129	168	\$311	\$331
		1027	968		

Tapestry

Community Development District

GENERAL FUND BUDGET

REVENUES:

Non-Ad Valorem Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District in order to pay for the operating expenditures during the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount for the fiscal year is based upon 1 Supervisor attending 6 monthly meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel, Hopping, Green & Sams, will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records by an Independent Certified Public Accounting firm. The District has contracted with Grau & Associates.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessments on all assessable property within the District.

Tapestry

Community Development District

GENERAL FUND BUDGET

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2016 Special Assessment Revenue Bonds.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

Trustee Fees

The District will be issuing Series 2016 Special Assessment Revenue Bonds that will be deposited with a Trustee at Regions Bank.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reporting, annual audits, etc.

Information Technology

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

Postage

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Tapestry

Community Development District

GENERAL FUND BUDGET

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Property Appraiser

Represents a fee charged by Osceola County Property Appraiser's office for assessment administration services.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Field:

Field Management

The District has contracted with Governmental Management Services-Central Florida, LLC to provide onsite field management of contracts for the District such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors, attend Board meetings and receive and respond to property owner phone calls and emails.

Property Insurance

The District's property insurance coverage will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Landscape Maintenance

The District has contracted with Yellowstone Landscape – Southeast, LLC to provide monthly landscape services to common areas overseen by the District. The amount is based on the current contract set in place and estimated costs for additional pond mowing and perimeter landscaping.

Description	Monthly	Annually
Pond Mowing (Current Contract)	\$2,000	\$24,000
Estimated Additions - Pond Mowing		\$36,000
Estimated Additions – Perimeter		\$5,000
Contingency		\$15,000
Total		\$80,000

Tapestry
Community Development District
GENERAL FUND BUDGET

Lake Maintenance

The District has contracted with Applied Aquatic Management, Inc. to schedule inspections and treatments of aquatic weeds and algae within CDD lakes.

Description	Monthly	Annually
Lake Maintenance – 5 Lakes	\$595	\$7,140
Total		\$7,140

Stormwater Maintenance

The District will incur costs related to maintaining the storm water systems. The amount is based on estimated costs.

Wetland Maintenance

The District will incur costs related to maintaining the wetlands located within its boundaries. The amount is based on estimated costs.

Plant Replacement

Represents estimated costs related to the possible replacement of landscaping needed throughout the fiscal year.

Contingency

Represents unforeseen costs not budgeted for in other line items.

Tapestry
Community Development District
Proposed Budget
Debt Service Fund
Fiscal Year 2018

Description	Adopted Budget FY2017	Actual thru 6/30/17	Projected Next 3 Months	Total thru 9/30/17	Proposed Budget FY2018
Revenues					
Special Assessments	\$464,000	\$464,184	\$0	\$464,184	\$464,000
Interest	\$100	\$2,157	\$0	\$2,157	\$0
Carry Forward Surplus	\$184,965	\$183,689	\$0	\$183,689	\$172,558
Total Revenues	\$649,065	\$650,029	\$0	\$650,029	\$636,558
Expenditures					
Interest Payment - 11/01	\$184,965	\$184,965	\$0	\$184,965	\$170,331
Principal Payment - 05/01	\$120,000	\$120,000	\$0	\$120,000	\$125,000
Interest Payment - 05/01	\$172,506	\$172,506	\$0	\$172,506	\$170,331
Total Expenditures	\$477,471	\$477,471	\$0	\$477,471	\$465,663
Excess Revenues/(Expenditures)	\$171,594	\$172,558	\$0	\$172,558	\$170,896

1. Carry forward surplus is net of Reserves.

Interest 11/1/18	\$168,066
Net Assessments	\$464,000
Add: Discounts & Collection	\$29,617
Gross Assessments	<u>\$493,617</u>

Product Type	ERU	Units	Total ERU	Net Debt	Gross Debt
Townhouse	0.6	230	138	\$288	\$306
Single-Family 40'	0.9	254	229	\$431	\$459
Single-Family 45'	1.0	218	218	\$479	\$510
Single-Family 50'	1.1	196	216	\$527	\$561
Single-Family 60'	1.3	129	168	\$623	\$663
		1027	968		

**Tapestry Community Development District
Series 2016, Special Assessment Revenue Bonds
(Term Bonds Combined)**

Amortization Schedule

Date	Balance	Principal	Interest	Annual
11/1/17	\$ 7,165,000	\$ -	\$ 170,331	\$ 170,331
5/1/18	\$ 7,165,000	\$ 125,000	\$ 170,331	\$ -
11/1/18	\$ 7,040,000	\$ -	\$ 168,066	\$ 463,397
5/1/19	\$ 7,040,000	\$ 130,000	\$ 168,066	\$ -
11/1/19	\$ 6,910,000	\$ -	\$ 165,709	\$ 463,775
5/1/20	\$ 6,910,000	\$ 135,000	\$ 165,709	\$ -
11/1/20	\$ 6,775,000	\$ -	\$ 163,263	\$ 463,972
5/1/21	\$ 6,775,000	\$ 140,000	\$ 163,263	\$ -
11/1/21	\$ 6,635,000	\$ -	\$ 160,725	\$ 463,988
5/1/22	\$ 6,635,000	\$ 145,000	\$ 160,725	\$ -
11/1/22	\$ 6,490,000	\$ -	\$ 157,644	\$ 463,369
5/1/23	\$ 6,490,000	\$ 150,000	\$ 157,644	\$ -
11/1/23	\$ 6,340,000	\$ -	\$ 154,456	\$ 462,100
5/1/24	\$ 6,340,000	\$ 155,000	\$ 154,456	\$ -
11/1/24	\$ 6,185,000	\$ -	\$ 151,163	\$ 460,619
5/1/25	\$ 6,185,000	\$ 160,000	\$ 151,163	\$ -
11/1/25	\$ 6,025,000	\$ -	\$ 147,763	\$ 458,925
5/1/26	\$ 6,025,000	\$ 170,000	\$ 147,763	\$ -
11/1/26	\$ 5,855,000	\$ -	\$ 144,150	\$ 461,913
5/1/27	\$ 5,855,000	\$ 180,000	\$ 144,150	\$ -
11/1/27	\$ 5,855,000	\$ -	\$ 139,830	\$ 463,980
5/1/28	\$ 5,855,000	\$ 185,000	\$ 139,830	\$ -
11/1/28	\$ 5,675,000	\$ -	\$ 135,390	\$ 460,220
5/1/29	\$ 5,675,000	\$ 195,000	\$ 135,390	\$ -
11/1/29	\$ 5,490,000	\$ -	\$ 130,710	\$ 461,100
5/1/30	\$ 5,490,000	\$ 205,000	\$ 130,710	\$ -
11/1/30	\$ 5,295,000	\$ -	\$ 125,790	\$ 461,500
5/1/31	\$ 5,295,000	\$ 215,000	\$ 125,790	\$ -
11/1/31	\$ 5,090,000	\$ -	\$ 120,630	\$ 461,420
5/1/32	\$ 5,090,000	\$ 225,000	\$ 120,630	\$ -
11/1/32	\$ 4,875,000	\$ -	\$ 115,230	\$ 460,860
5/1/33	\$ 4,875,000	\$ 235,000	\$ 115,230	\$ -
11/1/33	\$ 4,650,000	\$ -	\$ 109,590	\$ 459,820
5/1/34	\$ 4,650,000	\$ 250,000	\$ 109,590	\$ -
11/1/34	\$ 4,415,000	\$ -	\$ 103,590	\$ 463,180
5/1/35	\$ 4,415,000	\$ 260,000	\$ 103,590	\$ -
11/1/35	\$ 4,165,000	\$ -	\$ 97,350	\$ 460,940
5/1/36	\$ 4,165,000	\$ 275,000	\$ 97,350	\$ -
11/1/36	\$ 3,905,000	\$ -	\$ 90,750	\$ 463,100
5/1/37	\$ 3,620,000	\$ 285,000	\$ 90,750	\$ -
11/1/37	\$ 3,345,000	\$ -	\$ 83,625	\$ 459,375

**Tapestry Community Development District
Series 2016, Special Assessment Revenue Bonds
(Term Bonds Combined)**

Amortization Schedule

Date	Balance	Principal	Interest	Annual
5/1/38	\$ 3,045,000	\$ 300,000	\$ 83,625	\$ -
11/1/38	\$ 3,045,000	\$ -	\$ 76,125	\$ 459,750
5/1/39	\$ 2,730,000	\$ 315,000	\$ 76,125	\$ -
11/1/39	\$ 2,730,000	\$ -	\$ 68,250	\$ 459,375
5/1/40	\$ 2,395,000	\$ 335,000	\$ 68,250	\$ -
11/1/40	\$ 2,395,000	\$ -	\$ 59,875	\$ 463,125
5/1/41	\$ 2,045,000	\$ 350,000	\$ 59,875	\$ -
11/1/41	\$ 2,045,000	\$ -	\$ 51,125	\$ 461,000
5/1/42	\$ 1,675,000	\$ 370,000	\$ 51,125	\$ -
11/1/42	\$ 1,675,000	\$ -	\$ 41,875	\$ 463,000
5/1/43	\$ 1,285,000	\$ 390,000	\$ 41,875	\$ -
11/1/43	\$ 1,285,000	\$ -	\$ 32,125	\$ 464,000
5/1/44	\$ 880,000	\$ 405,000	\$ 32,125	\$ -
11/1/44	\$ 880,000	\$ -	\$ 22,000	\$ 459,125
5/1/45	\$ 450,000	\$ 430,000	\$ 22,000	\$ -
11/1/45	\$ 450,000	\$ -	\$ 11,250	\$ 463,250
5/1/46	\$ -	\$ 450,000	\$ 11,250	\$ 461,250
Totals		\$ 7,165,000	\$ 6,396,758	\$ 13,561,758

B

RESOLUTION 2017-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2017/2018; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tapestry Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Osceola County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2017 and ending September 30, 2018 (“**Fiscal Year 2017/2018**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2017/2018; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. Tax Roll Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2017; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2017, 25% due no later than February 1, 2018 and 25% due no later than May 1, 2018. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2017/2018, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this _____ day of _____, 2017.

ATTEST:

**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

SECTION VII

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Tapestry 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 Regions Bank, as trustee (the "Trustee"), dated as of April 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **10**
- (B) Name of Payee: **Hopping, Green & Sams**
- (C) Amount Payable: **\$2,642.11**
- (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):

Invoices# 92497, 93032, 93598 & 94011; Legal fees for execution of Phase 1 requisition, bills of sale, recording deeds of Phase I conveyance and conveyance of Toho utilities.

- (E) Subaccount from which disbursement to be made: **2016 Project Account of the Acquisition and Construction Fund.**

Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2016 Project;
4. each disbursement represents a Cost of the 2016 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2016 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED

MAR 09 2017

BY: _____

STATEMENT

February 28, 2017

Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Bill Number 92497
Billed through 01/31/2017

Project Construction

TPSCDD 00103 JMW

FOR PROFESSIONAL SERVICES RENDERED

01/10/17	LCW	Review termination of notices of commencement.	0.30 hrs
01/17/17	LCW	Coordinate execution of documents relative to Phase 1 requisition; confer with staff regarding same.	1.10 hrs
01/18/17	LCW	Confer with Abel regarding execution of assignment of warranties.	0.10 hrs
01/19/17	LCW	Prepare acquisition notebook for Phase 1 mass grading, stormwater ponds and utility infrastructure.	2.70 hrs
01/20/17	LCW	Review FDEP certifications relative to Phase 1 water and wastewater infrastructure; prepare acquisition notebook for Phase 1 requisition.	0.30 hrs
01/23/17	JMW	Review acquisition binder; confer with staff; review updated acquisition documents from Mattamy.	1.60 hrs
01/25/17	LCW	Confer with staff regarding exhibit to assignment of warranties agreement.	0.10 hrs
01/26/17	JMW	Infrastructure acquisition follow-up.	0.70 hrs
01/27/17	LCW	Review executed conveyance documents for Phase 1 infrastructure; confer with Candes regarding same; assemble acquisition notebook.	0.80 hrs
01/30/17	LCW	Review bills of sale relative to Phase 1 acquisition.	0.10 hrs

Total fees for this matter \$1,725.50

DISBURSEMENTS

Document Reproduction 78.75

Total disbursements for this matter \$78.75

MATTER SUMMARY

Walters, Jason M.

2.30 hrs

260 /hr

\$598.00

Whelan, Lindsay C.	5.50 hrs	205 /hr	\$1,127.50
--------------------	----------	---------	------------

TOTAL FEES	\$1,725.50
TOTAL DISBURSEMENTS	\$78.75

TOTAL CHARGES FOR THIS MATTER	\$1,804.25
--------------------------------------	-------------------

BILLING SUMMARY

Walters, Jason M.	2.30 hrs	260 /hr	\$598.00
Whelan, Lindsay C.	5.50 hrs	205 /hr	\$1,127.50

TOTAL FEES	\$1,725.50
TOTAL DISBURSEMENTS	\$78.75

TOTAL CHARGES FOR THIS BILL	\$1,804.25
------------------------------------	-------------------

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

March 31, 2017

Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Bill Number 93032
Billed through 02/28/2017

RECEIVED

APR 07 2017

Project Construction

TPSCDD 00103 JMW

BY: _____

FOR PROFESSIONAL SERVICES RENDERED

02/08/17	LCW	Confer with Flint regarding execution of Phase 1 bills of sale by district; coordinate recordation of deeds for Phase 1 conveyance.	0.30 hrs
02/17/17	LCW	Coordinate with staff regarding processing of requisition for Phase 1 infrastructure.	0.20 hrs
02/20/17	LCW	Coordinate distribution of acquisition notebook to Flint.	0.10 hrs
Total fees for this matter			\$123.00

DISBURSEMENTS

Document Reproduction	252.25
Total disbursements for this matter	\$252.25

MATTER SUMMARY

Whelan, Lindsay C.	0.60 hrs	205 /hr	\$123.00
TOTAL FEES			\$123.00
TOTAL DISBURSEMENTS			\$252.25

TOTAL CHARGES FOR THIS MATTER **\$375.25**

BILLING SUMMARY

Whelan, Lindsay C.	0.60 hrs	205 /hr	\$123.00
TOTAL FEES			\$123.00
TOTAL DISBURSEMENTS			\$252.25

TOTAL CHARGES FOR THIS BILL **\$375.25**

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

April 28, 2017

Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Bill Number 93598
Billed through 03/31/2017

Project Construction

TPSCDD 00103 JMW

FOR PROFESSIONAL SERVICES RENDERED

03/27/17	LCW	Prepare Toho utility conveyance documents; coordinate execution of same.	0.80 hrs
Total fees for this matter			\$164.00

MATTER SUMMARY

Whelan, Lindsay C.	0.80 hrs	205 /hr	\$164.00
TOTAL FEES			\$164.00
TOTAL CHARGES FOR THIS MATTER			<u>\$164.00</u>

BILLING SUMMARY

Whelan, Lindsay C.	0.80 hrs	205 /hr	\$164.00
TOTAL FEES			\$164.00
TOTAL CHARGES FOR THIS BILL			<u>\$164.00</u>

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED

JUN 01 2017

BY: _____

STATEMENT

May 25, 2017

Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Bill Number 94011
Billed through 04/30/2017

Project Construction

TPSCDD 00103 JMW

FOR PROFESSIONAL SERVICES RENDERED

04/17/17	LCW	Confer with staff regarding contacts at Toho general counsel office relative to utility conveyance.	0.50 hrs
04/18/17	LCW	Confer with Dinkins regarding conveyance of utilities to Toho.	0.30 hrs
04/20/17	JMW	Confer with Vincutonis and Trace regarding Phase II acquisition issues; review improvement plan and prior acquisition documents.	0.50 hrs
Total fees for this matter			\$294.00

MATTER SUMMARY

Walters, Jason M.	0.50 hrs	260 /hr	\$130.00
Whelan, Lindsay C.	0.80 hrs	205 /hr	\$164.00

TOTAL FEES	\$294.00
INTEREST CHARGE ON PAST DUE BALANCE	\$4.61

TOTAL CHARGES FOR THIS MATTER	\$298.61
--------------------------------------	-----------------

BILLING SUMMARY

Walters, Jason M.	0.50 hrs	260 /hr	\$130.00
Whelan, Lindsay C.	0.80 hrs	205 /hr	\$164.00

TOTAL FEES	\$294.00
INTEREST CHARGE ON PAST DUE BALANCE	\$4.61

TOTAL CHARGES FOR THIS BILL	\$298.61
------------------------------------	-----------------

Please include the bill number on your check.

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Tapestry 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 Regions Bank, as trustee (the "Trustee"), dated as of April 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **11**
- (B) Name of Payee: **Hopping, Green & Sams**
- (C) Amount Payable: **\$475.43**
- (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):

Invoice# 91989; Legal fees for services regarding infrastructure acquisition and noticed of commencement for Phase I project.

- (E) Subaccount from which disbursement to be made: **2016 Project Account of the Acquisition and Construction Fund.**

Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2016 Project;
4. each disbursement represents a Cost of the 2016 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2016 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

January 30, 2017

Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Bill Number 91989
Billed through 12/31/2016

Project Construction

TPSCDD 00103 JMW

FOR PROFESSIONAL SERVICES RENDERED

12/01/16	JMW	Confer with staff regarding acquisition and meeting issues.	0.60 hrs
12/01/16	LCW	Confer with Kelly regarding status of execution of release relative to engineering invoices; confer with Anderson regarding outstanding documents needed for infrastructure acquisition; review summary of ownership and encumbrances report.	0.80 hrs
12/02/16	LCW	Confer with staff regarding status of acquisition transaction.	0.10 hrs
12/07/16	LCW	Confer with developer regarding status of recordation of termination of notices of commencement relative to Phase 1 project.	0.30 hrs
12/08/16	LCW	Confer with Abel regarding outstanding notices of commencement relative to Phase 1 project.	0.20 hrs

Total fees for this matter \$443.00

DISBURSEMENTS

Conference Calls 18.33

Total disbursements for this matter \$18.33

MATTER SUMMARY

Walters, Jason M.	0.60 hrs	260 /hr	\$156.00
Whelan, Lindsay C.	1.40 hrs	205 /hr	\$287.00

TOTAL FEES	\$443.00
TOTAL DISBURSEMENTS	\$18.33
INTEREST CHARGE ON PAST DUE BALANCE	\$14.10

TOTAL CHARGES FOR THIS MATTER \$475.43

BILLING SUMMARY

=====

Walters, Jason M.	0.60 hrs	260 /hr	\$156.00
Whelan, Lindsay C.	1.40 hrs	205 /hr	\$287.00

TOTAL FEES	\$443.00
TOTAL DISBURSEMENTS	\$18.33
INTEREST CHARGE ON PAST DUE BALANCE	\$14.10

TOTAL CHARGES FOR THIS BILL	\$475.43
------------------------------------	-----------------

Please include the bill number on your check.

SECTION VIII

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

(This space reserved for Clerk)

Lindsay Whelan, Esq.
HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2017, by **Mattamy Florida LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810, hereinafter called the "Grantor," to **Tapestry Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services – Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801, hereinafter called the "Grantee:"

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Osceola County, Florida, described as follows:

Tract 2K as shown on the plat known as Tapestry- Phase 2, recorded in the Official Records of Osceola County, Florida at Plat Book 25, Pages 28 et seq.; and

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

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Printed Name: _____
Witness

MATTAMY FLORIDA LLC, a Delaware
limited liability company

Printed Name: _____
Witness

By: _____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of **MATTAMY FLORIDA LLC**, a Delaware limited liability company, who appeared before me this day in person, and who [] is personally known to me or [] produced _____ as identification.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

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

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this “**Assignment**”) is made and entered into as of this ____ day of _____, 2017, by and between **MATTAMY FLORIDA LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810 (hereafter referred to as “**Grantor**”), and **TAPESTRY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, and located in Osceola County, Florida (hereinafter referred to as “**Grantee**”).

BACKGROUND STATEMENT

Grantor has constructed certain water and wastewater improvements for the Grantor’s Project. This instrument is intended to convey the interest of Grantor in and to all of such improvements and work product to Grantee.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantee, Grantor, intending to be legally bound, does hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following property (hereafter, collectively, the “**Personal and Intangible Property**”), located within Tract 2K as identified on the plat (“**Plat**”) known as Tapestry-Phase 2, recorded in Plat Book 25, Pages 28 et seq., of the Official Records of Osceola County, Florida, to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:

All lake/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls and control structures between said lakes.

2. Grantor agrees that to the extent that title to any of the Personal and Intangible Property is evidenced by, or transferable by execution or delivery of, certificates of title or other similar documentation, then Grantor will, upon demand, execute and deliver all such certificates or similar instruments.
3. In furtherance of this Assignment, Grantor hereby acknowledges that from this date Grantee has succeeded to all of its right, title, and standing to:
 - a. receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby;
 - b. institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and

- c. defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.
- 4. Grantor hereby warrants the following:
 - a. that Grantor is the lawful owner of the Personal and Intangible Property;
 - b. that the Personal and Intangible Property is free of all liens and encumbrances; and
 - c. that Grantor has no knowledge of any defects in the Personal and Intangible Property.
- 5. Grantor also agrees to warrant and repair any defects in design or workmanship to Grantee's satisfaction for a period of one (1) year from the date hereof.
- 6. Nothing in this Assignment shall be construed as a waiver of Grantee's limitations on liability provided in Section 768.28, Florida Statutes.
- 7. This Assignment shall be governed by, and construed under, the laws of the State of Florida.
- 8. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed under seal the day and year first above written.

WITNESSES:

GRANTOR:

MATTAMY FLORIDA LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of **Mattamy Florida LLC**, a Delaware limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

ACCEPTED BY:

WITNESSES:

GRANTEE:
**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

By: _____
Chairman, Board of Supervisors

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Chairman of the Board of Supervisors of **Tapestry Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "**Assignment**") is made and entered into as of this ____ day of _____, 2017, by and between **MATTAMY FLORIDA LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810 (hereafter referred to as "**Grantor**"), and **TAPESTRY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, and located in Osceola County, Florida (hereinafter referred to as "**Grantee**").

BACKGROUND STATEMENT

Grantor has constructed certain water and wastewater improvements for the Grantor's Project. This instrument is intended to convey the interest of Grantor in and to all of such improvements and work product to Grantee.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantee, Grantor, intending to be legally bound, does hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following property (hereafter, collectively, the "**Personal and Intangible Property**"), located within Tracts 2R-1, 2-R2, and 2R-3 and the Utility Easements and Temporary Utility Easements, all as identified on the plat ("**Plat**") known as Tapestry- Phase 2, recorded in Plat Book 25, Pages 28 et seq., of the Official Records of Osceola County, Florida, to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:

All water and wastewater facilities to the point of delivery or connection, including water, sewer, and reclaimed water lines, pipes, and related equipment; also including the complete on-site and/or off-site water and reuse distribution and wastewater collection facilities and all easements and rights of way covering areas in which such facilities are located.

2. Grantor agrees that to the extent that title to any of the Personal and Intangible Property is evidenced by, or transferable by execution or delivery of, certificates of title or other similar documentation, then Grantor will, upon demand, execute and deliver all such certificates or similar instruments.
3. In furtherance of this Assignment, Grantor hereby acknowledges that from this date Grantee has succeeded to all of its right, title, and standing to:
 - a. receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby;

- b. institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and
 - c. defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.
- 4. Grantor hereby warrants the following:
 - a. that Grantor is the lawful owner of the Personal and Intangible Property;
 - b. that the Personal and Intangible Property is free of all liens and encumbrances; and
 - c. that Grantor has no knowledge of any defects in the Personal and Intangible Property.
- 5. Grantor also agrees to warrant and repair any defects in design or workmanship to Grantee's satisfaction for a period of one (1) year from the date hereof.
- 6. Nothing in this Assignment shall be construed as a waiver of Grantee's limitations on liability provided in Section 768.28, Florida Statutes.
- 7. This Assignment shall be governed by, and construed under, the laws of the State of Florida.
- 8. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed under seal the day and year first above written.

WITNESSES:

GRANTOR:

MATTAMY FLORIDA LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of **Mattamy Florida LLC**, a Delaware limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

ACCEPTED BY:

WITNESSES:

GRANTEE:

**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

By: _____
Chairman, Board of Supervisors

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Chairman of the Board of Supervisors of **Tapestry Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE
IMPROVEMENTS AND ACKNOWLEDGMENT OF ASSIGNMENT OF
WARRANTIES**

THIS ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND ACKNOWLEDGMENT OF ASSIGNMENT OF WARRANTIES (the "Assignment") is made the ____ day of _____, 2017 by:

Tapestry Community Development District (the "District"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices located 135 West Central Boulevard, Suite 320, Orlando, Florida 32801;

Jon M. Hall Company, a Florida corporation, with a mailing address of 1920 Boothe Circle, Suite 230, Longwood, Florida 32750 (the "Contractor"); and

Mattamy Florida LLC, a Delaware limited liability company with a mailing address of 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810 (the "Developer").

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to Chapter 190 of the Florida Statutes for the purposes of, among other things, financing, constructing and maintaining certain public infrastructure improvements; and

WHEREAS, the Developer is the owner and Developer of the lands within the District; and

WHEREAS, the Contractor has provided construction services to the Developer pursuant to that certain *Contractor Base Agreement for Tapestry PUD Parcel 8- Phase 1*, attached hereto as **Exhibit A** (the "Construction Contract"), as amended from time to time, in connection with its construction of certain infrastructure improvements within the District as more particularly described on the attached **Exhibit B** (the "Improvements"); and

WHEREAS, the District intends to acquire the Improvements and, as part of that acquisition, the Developer intends to assign all warranties, including those provided in the Construction Contract, to the District; and

WHEREAS, the Contractor acknowledges that the warranties are freely assignable and has no objection to the assignment of the warranties to the District; and

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the Developer and the District agree, and the Contractor acknowledges, as follows:

SECTION 1. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract, from Developer. The Contractor acknowledges and agrees that all warranties, statutory and contractual, are freely assignable and has no objection to Developer assigning to the District the warranties described therein for the Improvements.

SECTION 2. ASSIGNMENT OF WARRANTIES. Developer hereby assigns such warranties to the District and the Contractor hereby agrees to fulfill such warranties pursuant to the terms of the Construction Contract and Florida law.

SECTION 3. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 4. EFFECTIVE DATE. This Assignment shall take effect on the date identified above.

[SIGNATURES ON NEXT PAGE]

ATTEST:

Secretary

ATTEST:

[print name]

ATTEST:

[print name]

**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

JON M. HALL COMPANY

By: _____
Its: _____

**MATTAMY FLORIDA LLC, a Delaware
limited liability company**

By: _____
Its: _____

EXHIBIT A

EXHIBIT B

All lake/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls and control structures between said lakes located within Tract 2K as identified on the plat of Tapestry- Phase 2, recorded in Plat Book 25, Page 28, of the Official Records of Osceola County, Florida; and

All water and wastewater facilities to the point of delivery or connection, including water, sewer, and reclaimed water lines, pipes, and related equipment; also including the complete on-site and/or off-site water and reuse distribution and wastewater collection facilities located within Tracts 2R-1, 2R-2, and 2R-3 as identified on the plat of Tapestry- Phase 2, recorded in Plat Book 25, Page 28, of the Official Records of Osceola County, Florida.

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016**

(Acquisition and Construction Account)

The undersigned, a Responsible Officer of the Tapestry 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 Regions Bank, as trustee (the "Trustee"), dated as of April 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **12**
- (B) Name of Payee: **Mattamy Florida, LLC**
- (C) Amount Payable: **\$2,013,072.16 (or balance in account)**
- (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): **Phases 1 and 2 Mass Grading, Stormwater Ponds, and Utility Infrastructure**
- (E) Subaccount from which disbursement to be made: **2016 Project Account of the Acquisition and Construction Fund.**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2016 Project;
4. each disbursement represents a Cost of the 2016 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2016 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

Phase 2	Amount Requested	Amount Confirmed to be Paid	Comments
<u><i>John Hall Contract</i></u>			
John Hall CO # 23			
Sanitary Sewer	\$ 376,627.30	\$ 376,627.30	
less: Services Single	\$ (9,899.00)	\$ (9,899.00)	
less: Services Double	\$ (79,184.00)	\$ (79,184.00)	
Storm Water	\$ 720,774.05	\$ 720,774.05	
Water System	\$ 382,238.20	\$ 382,238.20	
less: Services Single	\$ (25,452.00)	\$ (25,452.00)	
less: Services Double	\$ (64,260.00)	\$ (64,260.00)	
Reclaim System	\$ 146,942.40	\$ 146,972.40	transposition error corrected
less: Services Single	\$ (10,808.00)	\$ (10,808.00)	
less: Services Double	\$ (49,152.00)	\$ (49,152.00)	
Concrete Works/Curbs	\$ 255,497.90	\$ -	eliminated amounts for curbing
CO # 24 - Sewer	\$ 21,448.00	\$ 21,448.00	
CO # 25 - Dry Utility - KUA	\$ 44,580.00	\$ 44,580.00	
CO # 26 - Water	\$ 80,771.00	\$ 70,049.00	eliminated amounts for internal roadway, curbing and sidewalks
CO # 27 - Dry Utility - KUA	\$ 224,450.00	\$ 209,950.00	mathematical error corrected
Total Hall Phase 2	\$ 2,014,573.85	\$ 1,733,883.95	
<i>Kissimmee Utilities</i>	\$ 168,842.21	\$168,842.21	
<i>Biotech Consulting</i>			
Inv. 139945	\$51,128.63	\$49,448.63	
Inv. 132617	\$1,420.00	\$1,420.00	
Inv. 132786	\$2,400.00	\$2,400.00	
Inv. 132986	\$385.00	\$385.00	
Inv. 133221	\$275.00	\$275.00	
Inv. 133412	\$440.00	\$440.00	
Inv. 133606	\$1,750.00	\$1,750.00	
Inv.133807	\$330.00	\$330.00	

Inv. 133967	<u>\$110.00</u>	<u>\$110.00</u>	
Total Biotech Consulting		\$56,558.63	
<i>Poulos & Bennett</i>			
Inv. 12068(58)	\$14,383.49	\$8,630.09	60/40 split of CDD to Developer per DE
Inv. 12068(60)	\$16,240.00	\$9,744.00	60/40 split of CDD to Developer per DE
Inv. 12068(61)	\$8,485.46	\$5,091.28	60/40 split of CDD to Developer per DE
Inv. 12068(62)	<u>\$942.50</u>	<u>\$565.50</u>	60/40 split of CDD to Developer per DE
Total Poulos & Bennett		\$23,465.37	
<i>Allen Smith</i>			
Inv. 1880; turbidity barrier	\$1,250.00	\$1,250.00	
Inv. 1885; seeding acres	\$9,750.00	\$9,750.00	
Inv. 1881; silt fence	\$11,836.00	\$11,836.00	
Inv. 1910p silt fence	\$3,216.00	\$3,216.00	
Inv. 1913; turbidity barrier	\$180.00	\$180.00	
Inv. 1914; wall grade	<u>\$4,090.00</u>	\$4,090.00	
Total Allen Smith		\$30,322.00	
Reimbursement	\$ 2,183,416.06	\$ 2,013,072.16	
Balance in Construction Trust Account as of 7/1/2017	\$	2,015,758.99	
Pending HGS Invoices		\$3,117.54	
Trust Fund in Excess of Reimbursement Requisition	\$	(430.71)	

MATTAMY (JACKSONVILLE) PARTNERSHIP

1900 Summit Tower Boulevard, Suite 500

Orlando, FL 32810

Phone: 407-599-2228

Fax: 407-599-9998

CONTRACTOR BASE AGREEMENT

Name of Contractor: Jon M Hall Company Contractor No. _____

Type of entity (check one): _____ LLC ☒ Corporation _____ Partnership _____ Sole Proprietorship

Contractor's License No. CGC042148 CUC1224103 Federal I.D. No. 59-1748765

Social Security No. _____ Sales Tax No. 69-8013729045-8

Business Address: 1920 Boothe Cr. #230

Business Phone: 407-215-0410 Cellular Phone _____

Facsimile No. 407-215-0411 E-mail Address: Primary: kcarson@jonmhallcompany.com

Website: www.jmhallcompany.com E-Mail Address: Secondary: jhalljr@jonmhallcompany.com

This Contractor Agreement (the "Agreement") is made and entered into effective the _____ day of _____, 2014 by and between **MATTAMY (JACKSONVILLE) PARTNERSHIP**, ("Owner") and the Contractor identified above ("Contractor"), its employees and representatives, and any subcontractors or suppliers hired by or supervised by Contractor with respect to this Agreement.

RECITALS:

A. Contractor is a duly licensed contractor, License No. CGC042148, and will act as a contractor for the certain subdivision owned by Owner and located at **Tapestry PUD Parcel 8 – Phase 1** in the City of Kissimmee, Florida (the "City" or "Municipality"). Owner ultimately intends to cause the construction of single family and townhomes residences on subdivision lots and other improvements in the Project.

B. The parties intend this to be the Agreement between the parties pursuant to which Contractor will furnish all labor, equipment and/or materials, or will subcontract with others to provide same in connection with Contractor's work for Owner, as set forth in the Scope of Work attached hereto as Exhibit A (the "Work").

C. Contractor intends to perform or provide the Work on the Project in consideration for payment as set forth in this Agreement.

D. Owner desires to engage Contractor as an independent contractor for the purpose of performing the Work.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, Owner and Contractor agree as follows:

1. Contract Documents. This Agreement, the plans and specifications (the "Plans"), and the documents attached to or referenced in this Agreement, the Bid Package, and Notice to Proceed (collectively, the "Contract Documents") shall constitute the entire agreement between Owner and Contractor with respect to the Project. Any and all provisions of the Contract Documents which are applicable to this Agreement or which in any way affect the Work shall have the same effect as if written in full in this Agreement. Should the provisions of the Contract Documents be in conflict with the provisions of any other documents executed by and between Owner and Contractor concerning the Work, the Contract Documents shall control. Should there be a conflict between the Contract Documents, the provisions of this Agreement shall control. Exhibits attached to this Agreement are:

1.1 Exhibit A-1 – Scope of Work

Exhibit A-2 – Contract Price
Exhibit A-3 – Materialmen, Suppliers and Subcontractors
Exhibit A-4 – Special Conditions
Exhibit A-5 – Construction Schedule

- 1.2 Exhibit B – Draw and Payment Procedures and Policies
 - Exhibit B-1 – Payment Invoice or Payment Application
 - Exhibit B-2 – Conditional Lien Waiver
 - Exhibit B-3 – Unconditional Lien Waiver
- 1.3 Exhibit C – Safety Procedures and Project Rules and Regulations
- 1.4 Exhibit D - List of Plan Sheets

2. Description of Scope of Work. When Owner determines that labor, equipment, and materials offered by Contractor are required for the Project, Owner will send Contractor a Notice to Proceed as hereafter defined. The Notice to Proceed shall specify the location and any special conditions as per Exhibit A-4 or modifications to the Plans, if available, as well as modifications to the Construction Schedule and the required completion date (a "Notice to Proceed"). Contractor acknowledges that it has received or inspected all of the Contract Documents. Contractor fully understands that the attachments are an integral part of this Agreement. Contractor accepts responsibility for knowledge of the contents of the Contract Documents. The Work will be defined in each Scope of Work and Notice to Proceed, which (as and when signed) are an integral part of this Agreement.

3 Contract Price and Payment.

3.3 Payment. Owner agrees to pay to Contractor, for the full and faithful performance of the Work, the sum set forth in Exhibit A-2, subject to such additions and deductions as may be mutually agreed upon (the "Contract Price"). No payment made by Owner, whether partial or final, shall be conclusive evidence of performance, either in whole or in part, or constitute an approval or acceptance by Owner of any materials provided or workmanship performed by Contractor pursuant to this Agreement, nor shall entrance and use by Owner constitute acceptance of the Work.

3.4 Payment Procedures and Policies. The time and method of payment for the Work shall be pursuant to Owner's then-current procedures and policies, as provided in Exhibit B. Contractor agrees to comply with any reasonable changes to such procedures and policies of which it is informed during the term of this Agreement. The foregoing constitutes a part of the Project specifications for the Project described in this Agreement and any of the Contract Documents.

3.5 Deviations. Contractor shall make no change or deviation to the Work, including the Plans related to the Work, without prior written authorization from Owner setting forth such changes or deviations (a "Work Order") and specifying the sum to be added or subtracted from the Contract Price (a "Change Order") all as further provided in Section 6 hereof. Owner hereby reserves the right to require changes in, deviations from, additions to, and deletions from the Work or the Plans. The Contract Price shall be adjusted accordingly, and any such price adjustment shall be mutually agreed upon by Owner and Contractor as evidenced by an executed Change Order, as further provided in Section 6.

3.6 Retention of Payments.

3.6.1 Standard Retention. Owner shall retain ten percent (10%) of each and every payment, other than the final payment. All funds retained shall be subject to release as provided elsewhere herein.

3.6.2 Retention for Liens and Claims. If at any time there shall be any claim or lien against Contractor or its agents or Owner for labor, materials or services supplied for that portion of the Work which is performed by Contractor or its agents, subcontractors, suppliers, etc. Owner may retain from any money due or to become due to Contractor, an amount sufficient to indemnify Owner against liability or loss by reason of any such claim or lien, including the reasonable costs of any such claim or lien, including the costs of litigation, until such claim or lien shall be satisfied, discharged or cancelled.

3.6.3 Retention Pending Owner's Satisfaction with Work. In addition to other amounts which may be retained by Owner as set forth herein, Owner expressly reserves the right to hold money due or to become due to Contractor if Owner provides written notice to Contractor that the Work is unsatisfactory to Owner and such unsatisfactory condition is not remedied within a commercially reasonable period of time.

Owner Initials



Contractor Initials



3.6.4 Release of Retained Funds. Upon completion of the Work and final acceptance by Owner and all applicable municipalities having jurisdiction, all funds retained pursuant to this Agreement will be released and paid to Contractor.

3.7 Use of Proceeds. Contractor agrees that money received for the performance of this Agreement, shall be used for the Work only and shall not be diverted to satisfy Contractor's obligations upon other contracts or for any other purpose, other than the payment of Contractor's agents for the portion of the Work performed by same.

4. Performance of the Work. Contractor shall apply for any required permits and/or shall initiate performance of the Project within two (2) working days of receipt from Owner of Notice to Proceed. Contractor will cooperate with Owner and other contractors and will participate in the coordination of the Work as required, specifically noting and advising Owner of any conflicts. Owner, however, will not be liable to Contractor for any delays in scheduling the Work, or for any damages arising from such delays. Contractor will furnish periodic progress reports, as requested, including information on the status of materials and equipment for the Project which may be in the course of preparation, manufacture or transit. Contractor will employ sufficient labor, equipment, and materials to perform and complete the Work in accordance with Owner's working schedule and the Construction Schedule specified in Exhibit A-5 to the this Agreement. In the event Contractor fails to commence the Work or fails to continue performance after 48 hours notice, oral or written, Owner may, at its option, either terminate this Agreement and replace Contractor or procure additional contractors to perform the Work and deduct the costs of such work from the payment then or thereafter due to Contractor. If the costs expended by Owner are in excess of the unpaid balance due to Contractor, Contractor shall pay Owner such excess upon presentation of an invoice unless Contractor notifies Owner within 96 hours of items or costs objected to and pays all other costs. In the alternative, at the sole election of Owner, Owner may deduct from the Contract Price as liquidated damages the amount specified for each 24 hours of delay as an estimate of the damages Owner will suffer by reason of Contractor's delay in complying with the Construction Schedule in Exhibit A-5. Owner and Contractor agree the damages due to such delay are difficult to ascertain but the amount specified is a reasonable amount in light of the foreseeable circumstances.

5. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of the Work. Contractor is obligated to perform the Work with promptness, diligence and efficiency in a manner which does not interfere with or delay the performance of any other contractor performing work on the Project and is responsible for keeping informed concerning the progress of the Project. Contractor hereby indemnifies Owner against any loss, damage or expense incurred by Owner because of Contractor's failure to perform the Work with promptness, diligence and efficiency in keeping with the progress of the Project, or to perform with promptness, diligence and efficiency any term, covenant or condition of this Agreement.

6. Change Orders. Owner may at any time make changes in the Work by executing a Work Order and Contractor shall promptly follow such directions. A Work Order will indicate the Work to be changed and will be followed thereafter by a Change Order showing the change, if any, in the Contract Price. Contractor will make the change requested upon receipt of a Work Order and shall not wait for the receipt of a Change Order. Contractor may request a Work Order or Change Order, but it shall not be binding unless executed by Owner. Work Orders may only be executed by Owner or on behalf of Owner by Owner's Construction Manager. Change Orders must be executed by the Owner.

6.1 Allowable Mark-Up. Contractor will be limited to the following mark-ups for all Change Orders or extra work.

Allowable Mark Up Table Contractor Self Performed Work	
Mark Up	Cost Of Work
15%	0 to \$50,000.00
12%	Greater than \$50,000.00
Allowable Mark Up Table Contractor Work Performed by Other Forces	
Mark Up	Cost Of Work
8%	0 to \$50,000.00
10%	Greater than \$50,000.00

An increase or decrease in Scope of Work pursuant to a Work Order executed by Owner and Contractor will result in an increase or decrease in the Contract Price as stated in the Change Order which change shall be based upon the unit measures in the Bid Proposal for Unit Price Work, and if quantity estimates are listed, then for Lump Sum Work also, but, if quantity estimates are not listed, then as reasonably agreed by the parties. Prior to increasing or decreasing the Scope of Work, Owner may request a quote from Contractor, which Contractor shall supply in good faith within two (2) business days. The Contract Price may only be increased or decreased pursuant to a Change Order executed by Owner. If Contractor and Owner cannot agree upon a change in Contract Price for a Change Order, then the dispute will be resolved through summary resolution as provided in Section 9 or on a force account basis as approved by Owner. For Lump Sum Work there will be no increases in the Contract Price for

Owner Initials

Page 3 of 32

Contractor Initials

differences in field measurements from the amounts listed herein. There will be no increase in the Contract Price for all portions of the Scope of Work, due to increases in material, labor or other costs or for any other reason. Change Orders must be executed by Owner and Contractor prior to any invoice being processed for the change in the Work.

6.2 Limitation on Additional Work. If Contractor makes any unauthorized change in the Work or performs any unauthorized extra work that affects the scope of the Work or the expenses of other trades, Contractor will be liable for all costs and expenses incurred by Owner as a result of the unauthorized work.

7. General Terms and Conditions.

7.1 Permits, Fees and Licenses. Contractor currently maintains with the State of Florida a valid and current Florida Contractor's License of the type required to perform the Work. Owner shall secure and pay for all permits, fees and other Work related approvals necessary for the execution of the Work as may be required by the Contract Documents. Contractor shall be liable to maintain its Florida Construction License.

7.2 Tax. Contractor shall be responsible for paying all taxes required by law in connection with the Work. Contractor shall be solely responsible for withholding taxes, social security taxes and state unemployment taxes for all employees, subcontractors and agents of Contractor. Notwithstanding the foregoing, Contractor shall not charge any sales or privilege tax on any amounts due from Owner under this Agreement, as Owner shall be responsible for paying such taxes directly to the applicable governmental authorities.

7.3 Materialmen, Suppliers and Subcontractors. Contractor shall oversee, supervise and manage all its agents, subcontractors, suppliers and materialmen providing services on the Project. Contractor agrees to present to Owner, immediately upon determination and prior to commencement of any Work, a complete list of materialmen, suppliers and subcontractors (including their names, addresses, telephone numbers and union affiliation, if any) that will be performing at and/or providing materials to the job site and an estimate of the cost of the materials to be provided. This list will be attached to this Agreement as Exhibit A-3. Owner has the right to approve all materialmen, suppliers and subcontractors.

7.4 Duty to Notify. If Contractor deems that the property on which the Project is to be undertaken is unsatisfactory, written notice of such condition shall be given to Owner. In the event that Contractor fails to give such notice to Owner and Contractor commences the Work, Contractor shall be deemed to have accepted the condition of the property and be liable for the expense of correcting its own unsatisfactory performance.

7.5 Shop Drawings. Contractor will promptly submit shop drawings, installation instructions and samples as required in order to perform the Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the work for the subdivision. Contractor is to check all drawings or other items submitted to insure that they are dimensionally acceptable and they meet all requirements of the Plans. Contractor shall be solely responsible for any additional costs that arise due to Contractor's failure to adequately check shop drawings.

7.6 Provision of Information. If requested by Owner, Contractor shall furnish all information in the possession of Contractor, its employees or agents, whether written or non-written, which pertains to the Work or the Project and sworn affidavits, in substance and form satisfactory to Owner, stating amounts due, or to become due, amounts paid and any other information demonstrating the financial condition of Contractor. Owner shall have the right to cancel this Agreement if at any time it shall reasonably determine that Contractor's financial condition has deteriorated and become unsatisfactory to Owner. In case of such cancellation, Contractor shall be deemed to have failed to perform this Agreement.

7.7 Guaranties and Bonds. If requested by Owner and at Owner's expense, Contractor shall furnish all guaranties, bonds and other items required by the specifications for the Work as set forth in the Bid Package, this Agreement, or any Notice to Proceed and shall, furnish to Owner an acceptable Payment and Performance Bond in form and amount and with a surety acceptable to Owner.

7.8 Equipment and Material Handling. Contractor shall be responsible for receiving, offloading, handling, placing, securing and storing of all Contractor's own materials and equipment required for the Work in addition to those materials supplied by Owner for use in the Work. Contractor agrees that Owner shall not be responsible for the loss of materials, equipment or tools on the job site nor for vandalism or malicious damage to work performed by Contractor. Contractor further agrees to abide by Owner's decision in regard to the allotment of all storage and working space on the Project. Any equipment stored or posted on the Project shall be adequately secured and/or guarded to prevent unauthorized access or use.

Owner Initials



Contractor Initials



7.9 Temporary Facilities and Services. Unless otherwise provided in this Agreement, Contractor shall provide at its own expense whatever toilet facilities, storage sheds, work shops and offices are necessary for Contractor's performance of the Work. Owner shall have access to any and all parts of such premises and may inspect them at any time.

7.10 Damage to Work of Others. Contractor is responsible for the quality and integrity of all items covered under this Agreement. In the event Contractor or one of its subcontractors cause damage to the Work, Owner may determine which contractor is at fault and will notify the offending contractor verbally or in writing of a potential backcharge in accordance with Owner's standard procedures. The offending contractor will be responsible for all costs of repair and replacement for such damaged work and agrees to indemnify and hold harmless Owner against any and all losses, damages, claims or suits, including all costs and attorneys' fees, based upon or arising out of such damage. Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any damage Contractor causes without the necessity of providing Contractor with any right to cure, if the damage is to work or facilities outside the Scope of Work for this Contract. If damage is done to the Scope of Work provided for under this Contract, Owner will provide notice to the Contractor and allow the Contractor a 5 day period to rectify and repair such damage. Should Owner remedy any such damage, Owner shall have the right to back-charge Contractor for the costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the costs incurred by Owner to remedy such damage and/or for fines or penalties paid for such damage, and unless Contractor reimburses Owner for such costs within ten (10) days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default.

7.11 Safety. Contractor agrees to conform to the safety protocols described in Exhibit C and to adopt and enforce an adequate safety program applicable to its own operation; however, Contractor shall, as a minimum, always observe and comply with all applicable federal, state and local safety rules and regulations, including, but not limited to, the Occupational Safety and Health Act of 1979 and any Florida equivalent. Contractor agrees not to remove any safety devices, and if such devices are damaged or removed during the course of the Work, to replace such devices promptly. Failure to make such replacements will authorize Owner to replace such devices and to charge the cost thereof to Contractor. Contractor agrees to indemnify and hold Owner harmless for, of and from any loss, including, but not limited to, any fines, penalties and corrective measures Owner may incur due to Contractor's failure to comply with such laws, rules and regulations in connection with the performance of this Agreement. Contractor further agrees that failure to abide by such safety programs is grounds for immediate termination of this Agreement without notice.

7.12 Compliance with Laws, Rules and Regulations.

7.12.1 Compliance with Regulation. Contractor for itself and its agents agrees to furnish all labor, materials, supplies and equipment necessary to perform the Work in strict compliance with all applicable federal laws, the current municipal codes, together with all applicable state, county or municipal building codes, rules and regulations.

7.12.2 General Environmental Compliance.

- (i) Contractor and Contractor's agents (including any and all subcontractors) shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- (ii) Contractor is solely responsible for the proper use, storage and handling of all materials, including but not limited to potential pollutants, used in Contractor's and Contractor's agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- (iii) Contractor and Contractor's agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- (iv) Contractor and Contractor's agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- (v) Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by applicable laws, rules and regulations, any release or discharge by Contractor of any hazardous or other

regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner, including but not limited to dust emissions for which Contractor shall be responsible and shall, at its cost, regulate and control in accordance with all applicable rules and regulations. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors, agents, or suppliers. In the event that multiple Contractors are working onsite the Owner at its sole discretion may assess the violation to each Contractor as Owner see fit. In addition, Contractor shall indemnify Owner for any matters with respect to hazardous or other regulated substances, as further provided in Section 7.15 hereof.

- (vi) In the event that Contractor fails to correct any non-compliance with this section after written notice from Owner, Owner may, without assuming any liability therefor, correct such non-compliance and charge the costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation costs, and penalties and fines for noncompliance.
- (vii) All materials placed onsite or transported to and from the jobsite and all controlled substance emissions, including dust, by Contractor or Contractor's agents shall be at the risk and sole responsibility of Contractor.

7.12.3 Storm Water Management.

- (i) Contractor and Contractor's agents shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP. Such failures shall constitute a material breach of this Agreement. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors, agents, or suppliers. In the event that multiple Contractors are working onsite the Owner at its sole discretion may assess the violation to each Contractor as Owner see fit. In addition, Contractor shall indemnify Owner for any violation of the foregoing, as further provided in Section 7.15 hereof.
- (ii) Contractor shall require Contractor's agents to immediately notify Contractor and Owner of any source pollutants that Contractor's agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, or (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control.
- (iii) Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the costs to remedy the violation, and Owner shall have all rights and remedies available to Owner as a result of such default.

7.13 Independent Contractor. The parties intend that an independent contractor relationship will be created by this Agreement. Owner is interested only in the acceptable performance of the Work by Contractor, and the conduct and control of the Work will be solely with Contractor, subject to its duty to consult with Owner and subject to the terms and conditions of this Agreement. Contractor is not to be considered an agent or employee of Owner for any purpose. Contractor is responsible for the

Owner Initials

Contractor Initials

7.14 manner and means of accomplishing the Work; hiring, training, disciplining, firing and scheduling its own employees; withholding appropriate amounts for federal, state and local taxes; and providing benefits to employees, including, but not limited to, workers' compensation benefits. Owner shall not, under any circumstances, be liable for wages, federal and state employment taxes, benefits or workers' compensation to employees of Contractor.

7.15 Non-exclusive Agreement. Contractor acknowledges that this Agreement does not grant Contractor the right to perform all the work necessary for the Project, but rather is a non-exclusive agreement, which allows Owner to select from various contractors to obtain performance of the work necessary for the Project.

7.16 Indemnification.

7.16.1 Contractor shall, with respect to all Work which is governed by or incidental to this Agreement, indemnify and defend (through legal counsel acceptable to Owner) and hold Owner and any of its affiliates, officers, directors, lenders and any other party in interest designated by Owner, or their agents, employees or representatives (collectively, referred to as "Indemnities") harmless from and against any demand, claim, liability, loss, damage, cost, expense and attorneys' fees arising directly or indirectly from the Work or from Contractor's acts, omissions or operations under this Agreement or which occur on or with respect to the Work on the Project, including, but not limited to, losses, damages and claims relating to or resulting in bodily injury and death and physical damage and loss, and further including all such expenses incurred in any attempt to enforce this indemnification provision. Contractor shall indemnify and defend Owner under this Section regardless of Contractor's negligence or lack thereof for claims by third-parties against Owner arising out of or related to the Work; provided, however, that Contractor shall not be obligated under this Agreement to indemnify the Indemnities with respect to damages which are ultimately determined by a court of competent jurisdiction to be due solely to the negligence or willful misconduct of the Indemnities. THIS INDEMNITY EXPRESSLY INDEMNIFIES OWNER AGAINST ALL LIABILITY, CLAIMS, SUITS, DAMAGES, LOSSES OR JUDGMENTS OR EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPERT AND INVESTIGATIVE FEES AND COSTS, WHICH OWNER MIGHT INCUR BECAUSE OF OWNER'S FAILURE TO DISCOVER OR REMEDY A DANGEROUS CONDITION CREATED BY CONTRACTOR.

7.16.2 Contractor will defend Claims which may be brought or threatened against Indemnities and will pay on behalf of Indemnities any expenses incurred by reason of such Claims including, but not limited to, court costs, expert costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnities shall be in addition to any and all other legal remedies available to Indemnities and shall not be considered Indemnities' exclusive remedy.

7.16.3 In the event Indemnities are required to mediate or arbitrate a Claim with a homeowner arising out of or relating to the Work performed under this Agreement, Indemnities may, in their sole discretion, require Contractor to participate in the mediation and/or arbitration in accordance with the Federal Arbitration Act. The applicable mediation and/or arbitration rules specified in any agreement with the homeowner making the claim shall apply. Any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.

7.16.4 The provisions of this Section 7 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnities is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

7.17 Contractor Liability. Contractor shall secure and protect all material, equipment and completed portions of the Work within its control and shall be liable for all theft, vandalism, loss or damage of any kind in connection therewith at any time prior to the final completion and acceptance of the Work by Owner. Contractor shall reimburse Owner on demand for all damage to other work, material, supplies or equipment located on the Project caused by Contractor in the performance of the Work, including Contractor's failure to secure and protect as set forth herein. Contractor agrees to indemnify Owner against all costs or claims for transportation of laborers, materials and equipment to and from the Project and for all incidental expenses in connection with the Work performed by Contractor. Contractor agrees to protect, indemnify and hold Owner harmless against any and all liens and claims of persons claiming to have performed labor or to have furnished materials or services in connection with this Agreement or that portion of the work which is performed by Contractor or any employee or Contractor, or any subcontractor or supplier.

7.18 Insurance. Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverage:

(a) Workers' Compensation:

- (1) Workers' Compensation complying with statutory requirements.
- (2) Employers liability/occupational disease with limits of \$500,000/ \$500,000/\$500,000.

Owner Initials _____

Contractor Initials _____

(3) Coverage must include a waiver of subrogation endorsement.

(b) Commercial Auto Coverage:

Auto liability limits of not less than \$1,000,000 for each accident, combined Bodily Injury and Property Damage Liability Insurance, including, but not limited to, owned autos and hired or non-owned autos.

(c) Comprehensive General Liability or Commercial General Liability:

The limits of liability shall be not less than:

(1) Comprehensive General Liability:

\$2,000,000 Combined Single Limit, Bodily Injury/Property Damage per occurrence.

or

(2) Commercial General Liability:

The limits of liability shall be not less than:

Each occurrence limit	\$1,000,000
Personal Injury limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (Other than Products/Completed Operations)	\$2,000,000

(3) Both policy forms must include:

- (a) Premises and Operations coverage with no explosion, collapse or underground (XCU) exclusions.
- (b) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of nine (9) years following completion of all work within the Project and to continue to name Contractor and any parties in interest as Additional Insured(s) for the entire nine (9) year period.
- (c) Blanket contractual coverage with Employee Exclusion deleted, or its equivalent.
- (d) Broad form Property Damage coverage, including completed operations, or its equivalent.
- (e) An endorsement naming Contractor and any affiliate of Contractor and other parties in interest as additional insured(s). Such endorsement shall contain the following provision:

Coverage afforded by this Policy shall also apply to Mattamy Jacksonville Partnership, its divisions, subsidiaries and affiliated companies and all of their respective officers, directors, agents, servants, employees and shareholders, all of whom shall be named as additionally insured.

The only acceptable endorsement forms shall be ISO forms CG2010B 11/85 or CG2026 11/85 or equivalent. ISO forms CG2010A or CG2010B 10/93 or their equivalent are not acceptable. Any form that does not grant additional insured status under the products/completed operations coverage is not acceptable.

- (f) An endorsement stating: Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.
- (g) Coverage on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- (h) An endorsement stating that any aggregate limits apply on a "per- project" basis.

7.19 Additional Insurance Requirements.

Owner Initials



Contractor Initials



- (a) The Commercial General Liability policies obtained and maintained by Contractor shall be written to apply to all bodily injury, property damages, personal injury and other covered loss, however occasioned, occurring during the policy term; shall contain endorsements naming Contractor and its affiliates and any other interested parties designated by Contractor (e.g., Owner or a lender) as additional insured(s); shall contain endorsements providing that such insurance as is afforded under Contractor's policy is primary as respects Contractor and that other insurance maintained by Contractor is excess and non-contributory with the insurance required hereunder; shall provide for severability of interests; shall provide that an act or omission of one of the named insured(s) shall not reduce or void coverage to the other named insured(s); shall afford coverage for all claims based on acts, omissions, injury and damage which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period; and shall include the following coverage: Personal Injury; Employees as additional insured; Equipment Liability Coverage; Premises and Operations Coverage, including Operation of Independent Contractors; Explosion Collapse and Underground Property Coverage; Broad Form Property Damage Coverage, including Completed Operations, or its equivalent; Water Damage Legal Liability Coverage; Fire Legal Liability Coverage; Premises Medical Payments Coverage; Extended Bodily Injury Coverage; Incidental Malpractice Coverage; Broad Form Contractual Liability Coverage specifically covering all liability, including Contractor's indemnity obligations assumed by Contractor under this Agreement; and Products Liability and Completed Operations Coverage which shall specifically cover liability for the Work and Materials provided for herein. Claims made and modified occurrence policies are not acceptable.
- (b) If this Agreement is for services related or arising out of grading, movement of soil, erosion control, soils testing, design or construction of drainage, Projects, pads or any other earth or soils work, the policies shall not contain or be subject to any provision or endorsement which excludes coverage for subsidence. The certificate of insurance for any such Agreement shall contain a statement that the policy is not subject to any provision or endorsement which excludes coverage for subsidence or earth movement.
- (c) The Business Auto Insurance shall include the following forms and shall provide the following coverage with combined single limits of liability for bodily injury and property damage of not less than \$1,000,000: Owned Automobiles; Hired Automobiles and Non-Owned Automobiles.
- (d) All policies must contain an endorsement affording Contractor an unqualified thirty (30) days notice of cancellation, nonrenewal, expiration or reduction in coverage.
- (e) All policies shall be in a form satisfactory to Contractor and shall be issued by companies listed in the most recent Best's rating guide as having not less than an A- rating.
- (f) Contractor shall furnish Owner with certificates of insurance with the required endorsements for each policy required hereunder and copies of such policies before Contractor's entrance onto the Job Site and commencement of the Work. In addition, Contractor shall require each of its subcontractors to furnish Owner with certificates of insurance evidencing the insurance required to be maintained by Contractor's subcontractors hereunder before such subcontractor's entrance onto the Job Site and commencement of such subcontractor's work. Contractor shall also furnish to Owner, at least thirty (30) days before the expiration date of expiring policies, certificates of insurance showing that all premiums have been paid for the entire forthcoming policy period.
- (g) At the time of a loss, Contractor shall promptly provide Owner with a written report of the loss.
- (h) In the event of any reduction or exhaustion of any aggregate annual limit of liability or any general aggregate policy limit of liability, Contractor shall then obtain additional insurance to replenish the limits of liability herein provided.
- (i) Contractor shall require that each of its subcontractors also separately maintain all insurance coverage that Contractor is required to maintain herein.
- (j) Any and all other Commercial General Liability policies or coverage obtained, maintained or otherwise available to Contractor which include or are applicable to Contractor as an additional insured shall also cover liability arising out of or related to the Work and the Labor and Materials provided for under this Agreement and shall be primary and non-contributory.

7.20 Contractor's obligation to carry insurance as herein provided shall not limit or modify in any way any other obligation of Contractor under this Agreement, including, without limitation, the obligations of Contractor under paragraph 8 of this Agreement.

Owner Initials _____

Page 9 of 32

Contractor Initials _____

7.21 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insured.

7.22 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

7.22.1 Contractor shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to property (for which it has title and/or risk of loss) during its on and off-Project sites, in transit and while stored or worked upon away from the Project sites. Owner shall be an additional insured under such insurance.

7.23 Labor Matters.

7.23.1 Employees. Contractor will not employ any workman to perform the Work whose employment might be reasonably objected to by Owner.

7.23.2 Compliance with Union Regulations. Contractor agrees that all work performed by it, its materialmen and its suppliers in pursuance of this Agreement shall be performed by such persons as are acceptable under any and all applicable union requirements. To the extent applicable to Contractor, Contractor further agrees to comply with all of the provisions of all master and/or short form labor agreements now in existence and any revisions or extensions of such agreements.

7.23.3 Labor Disputes. Contractor agrees to exercise good faith and best efforts to prevent labor disputes at the job site and agrees to cooperate fully with Owner in every manner possible to resolve labor trouble, and mitigate its impact on the Project, if necessary. Contractor agrees that in the event the work is stopped, delayed or interfered with as a result of the actions of the employees of Contractor or by a labor dispute directly affecting Contractor, Owner may terminate this Contract or cause the remaining work to be performed by another Contractor.

7.23.4 Unemployment Insurance and Other Benefits. Contractor shall be solely liable for the payment of any and all contributions or taxes for unemployment insurance, old age retirement benefits, pensions or annuities now or hereafter imposed by any governmental entity and which are calculated by using the compensation paid to persons employed by Contractor for the performance of the Work.

7.23.5 Withholding Taxes. Contractor shall have sole liability for the collection and payment to all governmental entities of withholding taxes concerning Contractor's employees.

7.23.6 Performance of Work. In the performance of Work under a Work Order, Contractor shall only employ qualified persons, materialmen, suppliers and subcontractors to perform Work on the Project, shall not employ any person who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's agents, and/or any subcontractor on the Project. Contractor shall perform Work with labor that is compatible with that of other trades performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.

Contractor is solely responsible for the verification of each of its employee's and Contractor's agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's agents shall all be eligible to work legally in the United States; (b) Contractor will timely obtain, review and retain all documentation required by applicable law(s) to ensure that each of its employees and each of Contractor's agents is eligible to work legally in the United States; (c) Contractor shall comply with all applicable laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

Owner Initials



Page 10 of 32

Contractor Initials



Contractor acknowledges that, where required by law, it is in compliance with applicable immigration laws, including the Immigration Reform and Control Act of 1986 ("IR.CA") and successor laws. To the full extent permitted by law, Contractor agrees to defend, indemnify and hold harmless Owner from and against any claim, cost, expense, or liability caused by, arising out of, resulting from, or occurring in connection with Contractor not being in compliance with federal, state and local immigration laws, including knowingly hiring and/or continuing to employ workers who are not lawfully authorized to be hired or employed pursuant to our immigration laws by Contractor, its privies, or their respective agents, servants, or employees.

Contractor acknowledges participation in a federal work authorization program administered by the Department of Homeland Security, and commonly referred to as E-Verify. Pursuant to Section 23-214 of the Florida Revised Statutes, every employer shall verify the employment eligibility of a new employee through E-Verify.

Contractor shall provide its E-Verify User Identification Number below, unless exempt. or E-Verify is not yet applicable to Contractor given the number of employees employed by it:

E-Verify User Identification Number:

7.24 Quality Inspection and Correction of Work.

7.24.1 Contractor is solely responsible for the finished quality of all Work including work by Contractor's agents. Contractor shall make efficient use of all labor and materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Plans, Work Orders, applicable laws, and all manufacturer's recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed industry standards for such construction in the same geographic area.

7.24.2 Contractor shall thoroughly inspect all Work and materials for quality and completion. Contractor shall schedule all inspections relative to any Work and shall perform any tests necessary to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

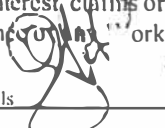
7.24.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and/or the applicable Work Order, and Contractor shall bear all costs of correcting such rejected Work without any increase in the Contract Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant with the Work Order. In addition, Contractor shall, within three (3) business days after receiving notice from Owner, take down all portions of the Work and remove from the grounds and buildings all materials, which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or materials rejected, at Contractor's sole expense.

7.24.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any materials, supplies, on the jobsite which belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such materials, supplies, tools and equipment incorporating into the work from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the contracts which Contractor has with Contractor's agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section, Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith. If Contractor disagrees with Owner's determination that any Work fails to meet the quality or completeness required or otherwise fails to meet the requirements of this Agreement, such disagreement shall not be subject to arbitration as otherwise provided hereunder, but instead, the quality of the Work, its completeness, conformance to plans and specifications and compliance with this Agreement shall be determined by Owner, or by another party chosen by Owner, and the determination of such person shall be binding on the parties thereto without appeal. The non-prevailing party in any such dispute shall bear the cost of the above-referenced person's inspection and determination.

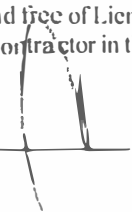
7.25 Warranties; Warranty Work and Performance Standards.

7.25.1 Contractor warrants and guarantees that: (a) all materials incorporated into the Project, except materials provided by Owner, shall meet or exceed the requirements of all applicable laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other materials, except materials provided by Owner, used by Contractor in the performance of the Work, and all Work, shall meet or exceed the requirements of all applicable laws.

Owner Initials



Contractor Initials



7.25.2 If during the applicable Warranty Period, the Work and/or materials, except materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such materials, at Contractor's sole cost and expense for all associated materials and labor, within (i) seventy-two (72) hours after notice to do so with respect to the Project; or (ii), or as reasonable after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner and other Contractors. Contractor shall clean up thoroughly after repairs are completed. All warranty repairs and replacements shall be completed as soon as commercially reasonable under the circumstances but in any event on or before three (3) days after Contractor's receipt of notice. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner (or at Owner's direction, the homeowner) for any damages to other property or improvements on said property, and for any reasonable costs incurred as a result of the inconvenience or loss of use of such land. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or materials and Contractor shall reimburse and pay Owner, for all costs related thereto, on demand

7.25.3 If the Work and/or materials, except materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory of repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and any applicable statutory limitation period, Owner shall compensate Contractor for such repair and/or replacement activities at reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

7.26 Re-inspections. Contractor shall be charged for re-inspections or retesting arising from unacceptable materials or workmanship.

7.27 Prevention of Liens and Lien Waivers.

7.27.1 Contractor will pay when due, all claims for labor and/or materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, materialmen's lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within ten (10) days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.

7.27.2 Failure to comply with the requirements of this Section within a period of ten (10) days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the costs thereof shall become immediately due and payable by Contractor to Owner.

7.27.3 If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.

7.27.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement and the applicable Work Order. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or materialmen.**

7.27.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all costs related thereto.

Owner Initials 

Contractor Initials 

7.27.6 Contractor intends to furnish Work and/or materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

- (i) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or materials.
- (ii) In addition to any notices required by applicable law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least ten (10) business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under applicable laws. If the potential Lien issue is still not resolved, then three (3) business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone.

7.27.7 Lien Waivers. Contractor shall furnish Owner with such releases and waivers of liens from materialmen, employees and creditors of Contractor as Owner may request from time to time. Failure to supply lien waivers will negate any request for payment until the lien waivers are fully executed and delivered to Owner. Owner shall have no obligation to issue joint checks, and it should be the responsibility of Contractor to obtain such lien waivers prior to receiving payment from Owner. No payment will be made to Contractors without applicable lien waivers.

7.28 Clean up. Upon completion of the Work, Contractor shall remove from the Project all equipment, materials, supplies, storage sheds, work shops and offices brought to the Project by Contractor and which are not incorporated into the Project. Contractor shall clean up to the satisfaction of Owner all rubbish and debris resulting from the Work. If Contractor refuses or fails to perform such clean up to the satisfaction of Owner, Owner may proceed with such clean up and charge Contractor for the actual cost of the clean up.

7.29 Project Closeout. Upon completion of the Work, or at such other time as Owner deems appropriate, Contractor shall submit as-built drawings of all portions of the Work, warranties, operation manuals, maintenance instructions, owner's manuals and other related documents unless specifically waived in writing by Owner. Those items shall be submitted in the proper quantity and format as a condition of final payment.

7.30 Termination. In addition to its right to terminate as otherwise provided in this Agreement, Owner reserves the right to terminate, without cause, the services of Contractor upon 48 hours written notice. Contractor shall be paid only for work completed by the effective date of the termination. Contractor shall vacate all of Owner's real property no later than the effective date of the termination, removing only Contractor's personal property. If the termination is without cause, any previously retained payment shall be paid to Contractor at termination. If the termination is for cause, any retained payment (reduced by the amount of any costs incurred by Owner as a result of Contractor's failure to perform satisfactorily) will be released and paid to Contractor upon completion of the Work, final acceptance and payment by Owner.

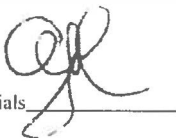
8. Remedies.

8.1 Attorneys' Fees. In the event of litigation to resolve a dispute under this Agreement, the party that does not prevail in such litigation agrees to pay the prevailing party a reasonable fee for its attorneys' services together with court costs, which fees and costs may be recovered in the same litigation as part of the prevailing party's cause of action.

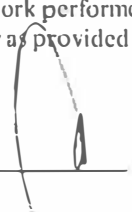
8.2 Other Remedies. Owner hereby reserves the right to impose upon Contractor any or all of the following remedies if Contractor fails, in Owner's sole opinion, to perform the Work with promptness, diligence and efficiency as required by Section 4 or breaches any other term or condition hereof:

- A. Termination of this Agreement;
- B. Contracting with another Contractor for the performance of the Work;
- C. The right to charge-back Contractor for any costs incurred to remedy or complete any work performed by Contractor, or for damages caused by Contractor, including the daily charge for delay as provided in Section 4 hereof; or

Owner Initials



Contractor Initials



- D. All other legal and equitable remedies including damages and specific performance as set forth herein or available by law.

All money expended by Owner for costs and fees in pursuing the above remedies shall be deducted from the Contract Price and if such expenditures exceed the remaining Contract Price to be paid to Contractor. Contractor agrees to pay to Owner on demand the full amount of such excess together with interest thereupon at the rate of 10% per annum or the highest rate allowed by law, whichever is lower.

9. Arbitration.

9.1 Arbitration of Disputes. Any dispute between the parties ("Party" or "Parties") with respect to any matter pertaining to this Agreement, other than as to the quality, conformance or completeness of the Work (which is to be resolved as provided in Section 7.23 hereof), shall be resolved by arbitration pursuant to this Section. Each Party hereby waives its right to seek a judicial determination of whether any party is in breach of, or default under, any of the terms or provisions of this Agreement. The requirement that all disputes be resolved through arbitration pursuant to this Section shall constitute an absolute defense to any court action filed by one of the Parties hereto against any other, and shall enable the Party against whom such action is filed to cause such action to be dismissed or set aside at any time.

9.2 Applicable Rules. The arbitration shall be conducted in accordance with the Florida Rules of Civil Procedure and Rules of Evidence, except to the extent modified herein.

9.3 Mediation and Arbitration. Any dispute arising out of or relating to this Agreement shall be settled by binding arbitration conducted by a neutral arbitrator selected by the American Arbitration Association at its offices closest to the construction site related to the dispute. The arbitrator to be selected by the American Arbitration Association shall be someone who has knowledge of the construction industry. The arbitration shall be conducted according to the American Arbitration Association Construction Arbitration Rules or such other procedures as may be agreed upon by the parties. Contractor may require the joinder of another person who may have a related claim or obligation including, without limitation, its home buyers or other subcontractors, and Contractor may require the joinder of Subcontractor into arbitrations including such other persons. The award of the arbitrator shall be final, binding and enforceable and may be entered as a judgment. Contractor shall include a comparable arbitration provision in all of its subcontracts related to this Agreement. **BOTH PARTIES ACKNOWLEDGE THAT THIS PROVISION ELIMINATES THE RIGHT TO TRIAL BY JUDGE OR JURY, THE RIGHT TO APPEAL AND CERTAIN DISCOVERY RIGHTS.**

10. Miscellaneous.

10.1 Assignment. Contractor shall not assign this Agreement in whole or in part, or any proceeds therefrom, without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion.

10.2 Compliance With Other Agreements. Contractor shall comply with any labor agreements to which Contractor is subject. Contractor's involvement in any labor dispute, whether or not Contractor is at fault, which includes picketing or other disturbances at the Project, shall be a default hereunder. If Owner elects to open a secondary gate and/or hire additional security because of such a dispute, all costs of doing so shall be borne by Contractor and shall be due upon demand by Owner.

10.3 Patents. Except as otherwise expressly provided by the Documents, Contractor shall pay all royalties and license fees which may become due as the result of Contractor's inclusion of any patented materials in the Work, and Contractor shall obtain any consents or licenses necessary to use such materials.

10.4 Incorporation of Exhibits. All exhibits hereto are hereby incorporated into this Agreement by this reference.

10.5 Entire Agreement. This Agreement, together with all of the Contract Documents, supersedes any and all prior negotiations, agreements or contracts, written or oral, between Owner and the Contractor. This Agreement together with all items incorporated by reference herein constitutes the entire Agreement between the parties and may not be amended without the written agreement of both parties.

10.6 Notice. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested, or (ii) by any nationally known overnight delivery service, or (iii) by courier, or (iv) by facsimile transmission, or (v) in person. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service or, upon receipt, if sent by overnight delivery service, courier, and facsimile transmission or personally delivered. All notices shall be addressed to the applicable party at the business address specified for that party on page 1 of this Agreement. Any address specified above may be changed by written notice given to the other party in accordance with this paragraph. The inability to deliver because of a changed address of which no notice

Owner Initials

Page 14 of 32

Contractor Initials

was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

10.7 Agreement Binding on Assignees. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

10.8 Rights Cumulative. All of Owner's rights and remedies set forth herein, in the event of Contractor's default under any provision of this Agreement, are cumulative and are in addition to any other rights granted by law or equity in the event of a breach of this Agreement by Contractor.

10.9 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

10.10 Governing Law. This Agreement shall be governed by the laws of the State of Florida.

10.11 Effective Date. This Agreement is effective Oct 21, 2015.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Owner Initials



Contractor Initials



IN WITNESS WHEREOF, this Construction Agreement has been executed as of the date first written above.

OWNER:

MATTAMY (JACKSONVILLE) PARTNERSHIP, a Florida Corporation

By: 

(Signature) Thomas P.C. McCarthy

Title: Vice President, Land, Orlando Division

Date: 4/21/15

CONTRACTOR:

By: 

(Signature)

KEITH COLSON

Title: PRES.

Date: 4/21/2015

**EXHIBIT A-1
SCOPE OF WORK**

All work shown on the contract documents outlined in Exhibit D.

Owner Initials

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned over a horizontal line.

Contractor Initials

A handwritten signature in black ink, consisting of a large, stylized 'C' shape with a vertical stroke, positioned over a horizontal line.

Exhibit A -1

Scope of the work



JON M. HALL
COMPANY

Site Development Since 1974

1920 Boothe Circle, Suite 230

Longwood, FL 32750

Phone: (407) 215-0410 Fax: (407) 215-0411

www.jonmhallcompany.com

To:	Mattamy (Jacksonville) Partnership	Contact:	Keith Trace, PE
Address:	400 Park Avenue South, Suite 220 Winter Park, FL 32789	Phone:	(407) 599-9994
		Fax:	(407) 599-9996
Project Name:	Tapestry Parcel 8 Infrastr., Phs I, 182 Lots (Rev 2)	Bid Number:	
Project Location:	W. Carroll St Between N. Dyer Blvd & N. Thacker Ave, FL	Bid Date:	3/6/2015

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01 MOBILIZATION & GENERAL CONDITIONS					
10300	Jobsite Facilities	1.00	LS	\$5,700.00	\$5,700.00
10500	Supervision	1.00	LS	\$39,000.00	\$39,000.00
10600	Geotechnical Testing	1.00	LS	\$59,000.00	\$59,000.00
10710	Survey & As-Builts	1.00	LS	\$57,000.00	\$57,000.00
10800	Mobilization	1.00	LS	\$27,500.00	\$27,500.00
10904	Construction Entrance (Heavy Use)	2.00	EACH	\$7,800.00	\$15,600.00
10910	Silt Fence	20,151.00	LF	\$1.00	\$20,151.00
10920	SWPPP Maintenance & Compliance	1.00	LS	\$14,800.00	\$14,800.00
10940	Inlet Protection	3.00	EACH	\$96.00	\$288.00

Total Price for above 01 MOBILIZATION & GENERAL CONDITIONS Items: \$239,039.00

02 CLEAR, GRUB & STRIP

25000	Remove Existing Curb (Dwyer) & MOT	136.00	LF	\$15.00	\$2,040.00
-------	------------------------------------	--------	----	---------	------------

Total Price for above 02 CLEAR, GRUB & STRIP Items: \$2,040.00

03 EARTHWORK

30500	Site Ex. Box Out Streets (Cut To Fill)	24,266.00	BCY	\$1.40	\$33,972.40
31010	Site Excavation (Cut To Stockpile)	27,961.00	BCY	\$2.00	\$55,922.00
31011	Rough Grade Pavement Box	45,336.00	SY	\$0.59	\$26,748.24
32520	Finegrade ROW	45,883.00	SY	\$0.60	\$27,529.80
32530	Finegrade Tracts	34,207.00	SY	\$0.26	\$8,893.82
32540	Offsite Restoration (Carroll Street)	5,122.00	SY	\$0.60	\$3,073.20
33000	Finegrade Lots / Building Pads (97,419 SY)	178.00	EACH	\$160.00	\$28,480.00
35000	Retaining Walls (2 Locations)	523.00	LF	\$180.00	\$94,140.00

Total Price for above 03 EARTHWORK Items: \$278,759.46

05 PAVING ON SITE

50110	Temp Gravel Areas (Stabilized Subgrade)(6 Locations)	2,794.00	SY	\$6.50	\$18,161.00
50160	12" Stabilized Subgrade FBV S0	45,298.00	SY	\$4.53	\$205,199.94
50190	10" Stabilized Subgrade (Temp Gravel Areas)	2,794.00	SY	\$4.30	\$12,014.20
51030	6" Soil Cement Base	26,156.00	SY	\$13.00	\$340,028.00
51060	8" Soil Cement Base	11,282.00	SY	\$16.00	\$180,512.00
52300	1.5" Type S-III Asphalt (Light)	26,147.00	SY	\$8.10	\$211,790.70
52305	2" Type S-I Asphalt (Heavy)	11,282.00	SY	\$11.00	\$124,102.00
55000	Striping & Signs	1.00	LS	\$71,000.00	\$71,000.00
58000	Cut & Patch Roadway Utility Crossings	489.00	SY	\$31.00	\$15,159.00

Total Price for above 05 PAVING ON SITE Items: \$1,177,966.84

07 SANITARY SEWER

70100	Dewater Force Main	450.00	LF	\$9.80	\$4,410.00
70100	Dewater Sanitary Sewer	8,182.00	LF	\$9.80	\$80,183.60

3/6/2015 10:50:43 AM

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
70200	Concrete Encasement (Force Main)	20.00	LF	\$138.00	\$2,760.00
70340	24 X 10 Wet Tap (Force Main Connection)	1.00	EACH	\$5,200.00	\$5,200.00
70505	8" PVC Gravity Sewer Main (0'-6')	1,236.00	LF	\$15.00	\$18,540.00
70510	8" PVC Gravity Sewer Main (6'-8')	317.00	LF	\$17.00	\$5,389.00
70515	8" PVC Gravity Sewer Main (8'-10')	1,507.00	LF	\$20.00	\$30,140.00
70520	8" PVC Gravity Sewer Main (10'-12')	1,138.00	LF	\$22.00	\$25,036.00
70525	8" PVC Gravity Sewer Main (12'-14')	723.00	LF	\$26.00	\$18,798.00
70530	8" PVC Gravity Sewer Main (14'-16')	746.00	LF	\$28.00	\$20,888.00
70535	8" PVC Gravity Sewer Main (16'-18')	842.00	LF	\$37.00	\$31,154.00
70540	8" PVC Gravity Sewer Main (18'-20')	1,180.00	LF	\$42.00	\$49,560.00
70545	8" PVC Gravity Sewer Main (20'-22')	280.00	LF	\$46.00	\$12,880.00
70555	8" PVC Gravity Sewer Main (26'-28')	199.00	LF	\$96.00	\$19,104.00
70585	10" PVC Gravity Sewer Main (26'-28')	14.00	LF	\$100.00	\$1,400.00
71000	4' Diameter Manhole (0'-6')	3.00	EACH	\$3,300.00	\$9,900.00
71005	4' Diameter Manhole (6'-8')	7.00	EACH	\$4,300.00	\$30,100.00
71010	4' Diameter Manhole (8'-10')	7.00	EACH	\$5,100.00	\$35,700.00
71013	4' Diameter Manhole (10'-12')	5.00	EACH	\$5,900.00	\$29,500.00
71024	5' Diameter Manhole (12'-14')	4.00	EACH	\$6,900.00	\$27,600.00
71025	5' Diameter Manhole (14'-16')	4.00	EACH	\$8,800.00	\$35,200.00
71030	5' Diameter Manhole (16'-18')	5.00	EACH	\$10,000.00	\$50,000.00
71039	6' Diameter Manhole (18'-20')(Lined)	1.00	EACH	\$22,000.00	\$22,000.00
71040	6' Diameter Manhole (18'-20')	2.00	EACH	\$11,110.00	\$22,220.00
71040	6' Diameter Manhole (20'-22')	1.00	EACH	\$15,967.00	\$15,967.00
71040	6' Diameter Manhole (20'-22')(Lined)	2.00	EACH	\$28,000.00	\$56,000.00
71045	6' Diameter Manhole (26'-28')(Lined)	2.00	EACH	\$31,000.00	\$62,000.00
71046	6' Diameter Manhole (28'-30')	6.00	EACH	\$33,000.00	\$198,000.00
71500	Single Service	46.00	EACH	\$620.00	\$28,520.00
71510	Double Service	68.00	EACH	\$810.00	\$55,080.00
72000	Sanitary Lift Station 31.67' Deep	1.00	LS	\$260,000.00	\$260,000.00
73010	8" PVC Force Main (Force Main)	1,444.00	LF	\$7.10	\$10,252.40
73011	10" PVC Force Main	923.00	LF	\$17.00	\$15,691.00
73516	8" Gate Valve (Force Main)	1.00	EACH	\$1,200.00	\$1,200.00
73517	10" Gate Valve (Force Main)	1.00	EACH	\$1,720.00	\$1,720.00
73530	Force Main Fittings (8")	1.00	LS	\$7,240.00	\$7,240.00
73535	Pressure Test Force Main	2,367.00	LF	\$1.10	\$2,603.70
76000	Gravity Main Air Testing	8,182.00	LF	\$1.70	\$13,909.40
76010	Gravity Main TV Testing	8,182.00	LF	\$1.60	\$13,091.20

Total Price for above 07 SANITARY SEWER Items: \$1,328,937.30

08 STORM SEWER

80100	Dewater Storm	3,565.00	LF	\$9.60	\$34,224.00
80200	Conn To Existing Structure (Carroll Street)	1.00	EACH	\$600.00	\$600.00
80201	Adjust Existing Structure Top (Dwyer Blvd.)	1.00	EACH	\$1,700.00	\$1,700.00
80400	Underdrain (4")	5,593.00	LF	\$19.00	\$106,267.00
80410	Underdrain Clean-Out (4")	32.00	EACH	\$210.00	\$6,720.00
80910	15" RCP 0'-6' Deep	1,245.00	LF	\$25.00	\$31,125.00
80912	15" RCP 6'-10' Deep	244.00	LF	\$27.00	\$6,588.00
81010	18" RCP 0'-6' Deep	511.00	LF	\$30.00	\$15,330.00
81030	18" RCP 6'-10' Deep	493.00	LF	\$32.00	\$15,776.00
81110	24" RCP 0'-6' Deep	680.00	LF	\$40.00	\$27,200.00
81130	24" RCP 6'-10' Deep	174.00	LF	\$41.00	\$7,134.00
81170	19x30 ERCP 0'-6' Deep	115.00	LF	\$58.00	\$6,670.00
81210	30" RCP 0'-8' Deep	990.00	LF	\$51.00	\$50,490.00
81310	36" RCP 0'-8' Deep	1,035.00	LF	\$67.00	\$69,345.00
81320	36" RCP 8'-12' Deep	345.00	LF	\$71.00	\$24,495.00
81410	42" RCP 6'-10' Deep	388.00	LF	\$82.00	\$31,816.00
81510	48" RCP 0'-8' Deep	677.00	LF	\$100.00	\$67,700.00
81610	54" RCP 0'-8'	128.00	LF	\$160.00	\$20,480.00
81750	60" RCP 12'-14' Deep	104.00	LF	\$200.00	\$20,800.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
83500	P-1 Curb Inlet	2.00	EACH	\$4,300.00	\$8,600.00
83505	J-1 Curb Inlet	2.00	EACH	\$5,200.00	\$10,400.00
83510	P-2 Curb Inlet	1.00	EACH	\$4,300.00	\$4,300.00
83515	J-2 Curb Inlet	1.00	EACH	\$5,200.00	\$5,200.00
83545	P-5 Curb Inlet	13.00	EACH	\$3,105.00	\$40,365.00
83550	J-5 Curb Inlet	4.00	EACH	\$4,066.00	\$16,264.00
83550	J-6 Curb Inlet	11.00	EACH	\$4,695.00	\$51,645.00
83555	P-6 Curb Inlet	29.00	EACH	\$3,518.00	\$102,022.00
83565	P-5 Partial (Curb Inlet)	3.00	EACH	\$1,181.00	\$3,543.00
83565	P-6 Partial (Curb Inlet)	5.00	EACH	\$1,390.00	\$6,950.00
84000	P Manhole	5.00	EACH	\$2,100.00	\$10,500.00
84010	J Manhole	12.00	EACH	\$4,000.00	\$48,000.00
84212	24" MES	2.00	EACH	\$1,300.00	\$2,600.00
84212 (2)	19" X 30" MES	2.00	EACH	\$1,400.00	\$2,800.00
84224	36" MES	2.00	EACH	\$2,500.00	\$5,000.00
84225	42" MES	1.00	EACH	\$5,100.00	\$5,100.00
84232	48" MES	2.00	EACH	\$6,400.00	\$12,800.00
84258	60" MES	1.00	EACH	\$12,000.00	\$12,000.00
86000	Clean And Lamp	7,129.00	LF	\$1.00	\$7,129.00

Total Price for above 08 STORM SEWER Items: \$899,678.00

09 WATER SYSTEM

90200	Concrete Encasement	20.00	LF	\$138.00	\$2,760.00
90200	Connect To Existing Gate Valve (Dwyer Tie In)	1.00	EACH	\$660.00	\$660.00
90320	12 X 8 Wet Tap (Water)(Includes 1 For Off-Site)	1.00	EACH	\$3,200.00	\$3,200.00
90610	6" PVC Watermain	159.00	LF	\$13.80	\$2,194.20
90710	8" PVC Watermain	10,450.00	LF	\$17.00	\$177,650.00
90711	8" PVC Watermain (Offsite)	1,340.00	LF	\$17.70	\$23,718.00
92000	Fire Hydrant Assy	17.00	EACH	\$3,900.00	\$66,300.00
92501	Fittings & Restraints (Onsite) - Water	1.00	LS	\$28,911.00	\$28,911.00
92502	Fittings & Restraints (Offsite) - Water	1.00	LS	\$2,705.00	\$2,705.00
92540	8" Gate Valve (Inc. 7 For Offsite)	71.00	EACH	\$1,600.00	\$113,600.00
92565	2" Blow Off Valve (Includes 2 For Off-site)	12.00	EACH	\$680.00	\$8,160.00
93010	Single Service	17.00	EACH	\$420.00	\$7,140.00
93020	Double Service	83.00	EACH	\$770.00	\$63,910.00
93035	2" P.E Water Service To Lift Station	1.00	EACH	\$2,300.00	\$2,300.00
96010	Temp Jumper (Inc. 1 For Offsite)	2.00	EACH	\$1,500.00	\$3,000.00
96020	Sample Point	30.00	EACH	\$130.00	\$3,900.00
96030	Test and Chlorinate	11,949.00	LF	\$1.20	\$14,338.80

Total Price for above 09 WATER SYSTEM Items: \$524,447.00

10 RECLAIM WATER SYSTEM

100329	Concrete Encasement	20.00	LF	\$138.00	\$2,760.00
100330	30 X 4 Wet Tap - Reclaim	1.00	EACH	\$2,900.00	\$2,900.00
100510	4" PVC Reclaim Watermain (Inc. 200' For Offsite)	10,366.00	LF	\$9.90	\$102,623.40
100710	8" PVC Reclaim Watermain (All Off-site)	920.00	LF	\$18.00	\$16,560.00
102501	Fittings And Restraints - Reuse(Onsite)	1.00	LS	\$9,952.00	\$9,952.00
102502	Fittings And Restraints - Reuse (Offsite)	1.00	LS	\$17,252.00	\$17,252.00
102510	4" Gate Valve (Inc. 4 For Offsite)	65.00	EACH	\$910.00	\$59,150.00
102525	8" Gate Valve (Reclaim)(Off-site)	2.00	EACH	\$460.00	\$920.00
102560	2" Blow Off Valve (Offsite)	2.00	EACH	\$680.00	\$1,360.00
102561	4" Blow Off Valve (Onsite)	10.00	EACH	\$669.00	\$6,690.00
103000	Single Service	34.00	EACH	\$390.00	\$13,260.00
103010	Double Service	74.00	EACH	\$760.00	\$56,240.00
106030	Test and Chlorinate	11,286.00	LF	\$0.80	\$9,028.80

Total Price for above 10 RECLAIM WATER SYSTEM Items: \$298,696.20

11 CONCRETE WORK

110510	A Curb	3,495.00	LF	\$9.30	\$32,503.50
--------	--------	----------	----	--------	-------------

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
110512	B Curb	273.00	LF	\$15.00	\$4,095.00
110520	D Curb (Trench Curb)	200.00	LF	\$12.00	\$2,400.00
110530	F Curb	9,775.00	LF	\$10.00	\$97,750.00
110540	2' Miami Curb	10,606.00	LF	\$9.00	\$95,454.00
110560	2' Ribbon Curb	474.00	LF	\$9.60	\$4,550.40
111010	4' Sidewalk Common Areas & Util Esmt Only	4,178.00	LF	\$13.00	\$54,314.00
111020	5' Sidewalk Common Areas & Util Esmts Only	6,048.00	LF	\$17.00	\$102,816.00
111500	Handicap Ramp W/ Detectable Warning	80.00	EACH	\$780.00	\$62,400.00

Total Price for above 11 CONCRETE WORK Items: \$456,282.90

12 GRASSING

120002	Temp Seed & Mulch Lots	97,419.00	SY	\$0.30	\$29,225.70
120010	Seed & Mulch Tracts	34,207.00	SY	\$0.30	\$10,262.10
120020	Sod Offsite Restoration	5,122.00	SY	\$1.90	\$9,731.80
120030	Sod 2 Strips Behind Curbs (2.33')	9,565.00	SY	\$1.90	\$18,173.50

Total Price for above 12 GRASSING Items: \$67,393.10

Total Bid Price: \$5,273,239.80

Notes:

• Mobilization & General Conditions:

1. Engineer: Poulos & Bennett, LLC
2. Date of Plans: 1/21/2014
3. Revision Date: 12/19/2014
4. We exclude all bonds, permits and fees unless specifically included in the proposal.
5. We include engineering layout and certified as-built drawings for our scope of work.
6. We include geotechnical testing for our scope of work to municipal standards unless noted otherwise.
7. No allowance has been made for the protection or relocation of endangered plants or animals.
8. This proposal is valid for 30 days and is subject to revision for material increases and final approved plan changes.
9. This proposal is based solely on the plans noted above (typically civil plans only). We do not include any work shown on the architectural, structural, MEP, landscaping, or hardscaping plans unless specifically noted.
10. The owner is to provide all legal surveys, benchmarks, control points, coordinate geometry, property line grades, and plat.
11. We will coordinate efforts with the utility companies. Unless noted otherwise, no costs are included for utility layout or for removal, adjustment, relocation, or new construction of utilities.
12. We exclude all gazebos, playground equipment, benches, or any other park amenities.
13. No "tree save" barricading is included unless there is an item shown on the proposal sheet.
14. SWPPP, NPDES permit and reporting is by others unless noted otherwise.
15. We exclude any ADA design responsibility.

• Clear, Grub and Strip:

1. Tree Clearing & discing is not a part of our proposal. If needed, additional pricing will be required.
2. Our proposal includes the removal of 136 lf of curb on Dwyer Blvd.
3. No well abandonment is included.

• Paving On Site:

1. Per the customer's direction, our proposal does not include "any" offsite paving improvements on Carroll Street. (We have included asphalt paving only up to the Carroll Street Radius for storm run O-2 to O-3).

• Sanitary Sewer:

1. If applicable, electric service to the control panel within 50' of the lift station by others.
2. Sanitary Manholes are priced per the revised plans.

• Grassing:

1. All sod and/or seed & mulch, if included in the bid proposal, will be Bahia unless noted otherwise.
2. No watering or maintenance of the grassing or sod is included beyond the contract time.

• Earthwork:

1. No special handling or removal of unsuitable or contaminated soils or materials is included. If muck is shown on the plans or in the geotechnical report, then it will be included in the proposal as a bid item.
2. Prior to commencing the earthwork operation, we will verify the existing topography and adjust appropriate quantities if necessary.
3. We include retaining wall pricing in our proposal as shown in the plans. Our price is for standard grey color with non-reinforced top. We are assuming that any fence required will go behind the retaining wall. (FENCE EXCLUDED!)
4. Building pads are to be graded 8" below finish floor unless noted otherwise.
5. Wall around lift station is not included on our scope or pricing. Additional pricing will be required if we are asked to include.

Payment Terms:

Payment terms are net 30 days. Overdue amounts will collect interest at 18% APR. Customer agrees to pay any attorney fees associated with collecting unpaid amounts.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer:

Signature: 

Date of Acceptance: 4/21/2015

CONFIRMED:

Jon M. Hall Company

Authorized Signature: 

Estimator: Byron Blue

407-215-0410 bblue@jonmhallcompany.com

**EXHIBIT A-2
CONTRACT PRICE**

The contract price for Total Infrastructure Construction, is \$5,273,239.80

1. Contractor shall supply all plant, labor, equipment, and materials necessary to complete construction of the Project in accordance with the plans and specifications, the requirements of City of Kissimmee, applicable utility agencies and as directed by Owner. The Contract Price shall also include all labor, equipment and material necessary for all incidental construction requisite to complete the Work in the manner that is reasonably inferable from the approved Plans.

Date

04/21/2015




EXHIBIT A-3
MATERIALMEN, SUPPLIERS AND SUBCONTRACTORS
To be supplied prior to first draw application

	Name	Address	Telephone Number	Union Affiliation
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Estimate of cost of materials to be provided:

(Add additional rows if necessary.)


Initials

**EXHIBIT A-4
SPECIAL CONDITIONS**

1. The Contract Prices listed on Exhibit A-2 as do not include permit and inspection fees. Any such permits and fees required for the Work shall be acquired and paid for by Owner and shall not be subject to any percentage fee payable to Contractor. Contractor shall cooperate in the obtaining of any such permits and inspections. Unit prices include the cost of any performance and payment bonds required by the City or County.
2. Contractor shall provide all staking required to complete the work and as-built survey and certification in a form acceptable to the Owner.
3. Contractor agrees to return the site to the same clean and graded condition existing as when work commenced. Any extra material shall be removed to an onsite location designated by Owner. If clean-up and grading is not completed by Contractor within three (3) work days of notice from Owner, Owner will be entitled to perform the clean-up and grading and backcharge Contractor.
4. Owner shall determine all final pay quantities and Owner's determination shall be considered final and used for payment.
5. Contract unit prices shall be binding on Contractor for the duration of any Project.
6. To insure prompt payment of any Owner Change Orders ("C.O.'s"), the following procedure shall be followed by Contractor:
 1. C.O.'s shall cover all non-contract items or items in excess of contract amounts. C.O.'s for items in excess of contract amount shall be submitted as soon as possible following scope change.
 2. The C.O. shall be submitted for payment only when all the work described is complete. No partial bills shall be accepted.
 3. The C.O. can cover only those items specifically listed at time of issuance.
 4. The C.O. shall be requested and issued by the Owner's authorized representative before the work actually begins and shall include an estimate of costs to be incurred.
 5. A C.O. cannot be included as an additional item to monthly invoices. They shall be invoiced and submitted for payment separately.
7. Work schedule: Contractor shall start the day of the pre application meeting with City Of Kissimmee, Osceola County and shall be completed in by **December 29, 2015**, and otherwise in accordance with the schedule specified in Exhibit A-5 hereto.
8. Owner shall have the right to assess liquidated damages against Contractor in the amount of **\$1,000.00** per day for each calendar day that the contract work remains incomplete after the completion date. Owner and Contractor agree that liquidated damages are assessed not as a penalty, but as fair and equitable compensation to Owner for expenses arising out of Contractor's failure to complete the work by the contract completion date.
9. Contractor shall perform a walk through inspection of the Project with Owner's superintendent to check for satisfactory completion of all Work. Upon twenty-four (24) hour notice, Contractor agrees to provide a superintendent or higher level person to participate in an inspection with Owner and the purchaser of any Project. Any item noted in said inspection by Owner as needing repair, completion or replacement shall be deemed noticed to Contractor as if noticed in writing on the date of said inspection. Contractor agrees thereafter to cause any items brought to their attention to be corrected, repaired or replaced otherwise in accordance with the time frames required by this Agreement.
10. Contractor shall promptly remove all excess construction material and debris generated by it or any of its subcontractors. If material and/or debris are not removed by the Contractor within three (3) days after completion of any phase of work and upon twenty-four (24) hour notice, Owner shall be entitled to perform clean up and backcharge to Contractor.
11. Contractor shall establish and maintain dust control measures throughout the Contractor's entire Project

A handwritten signature in black ink, appearing to be 'SE', is written over the bottom of item 11.

work area, including any offsite work areas, as necessary to maintain continuous compliance with all applicable Federal, State, County, and City dust control and surface disturbance regulations. Contractor shall be responsible for payment of any and all fines, damage claims, and/or legal expenses resulting from Contractor's failure to establish and maintain compliance throughout Contractor's entire Project work area.

12. Contractor shall be responsible for obtaining locations of all of the existing underground and overhead utilities and liable for any damages to same caused by his negligence.

13. Contractor shall maintain a full working crew on this Project at all times after work begins and shall not pull off without the approval of Owner.

14. Contractor shall be solely responsible for Project safety related to Contractor work at all times.

OWNER:

MATTAMY (JACKSONVILLE) PARTNERSHIP, a
Florida Corporation

By: _____

(Signature) Thomas P.C. McCarthy

Title: Vice President

Date: _____

4/21/2015

CONTRACTOR:

a _____

By: _____

(Signature)

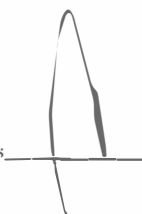
Title: _____

Date: _____

REC. KATHY [unclear]
4/21/2015

**EXHIBIT A-5
CONSTRUCTION SCHEDULE**

Owner Initials 

Subcontractor Initials 

Handwritten signature and scribbles.

Exhibit A-5

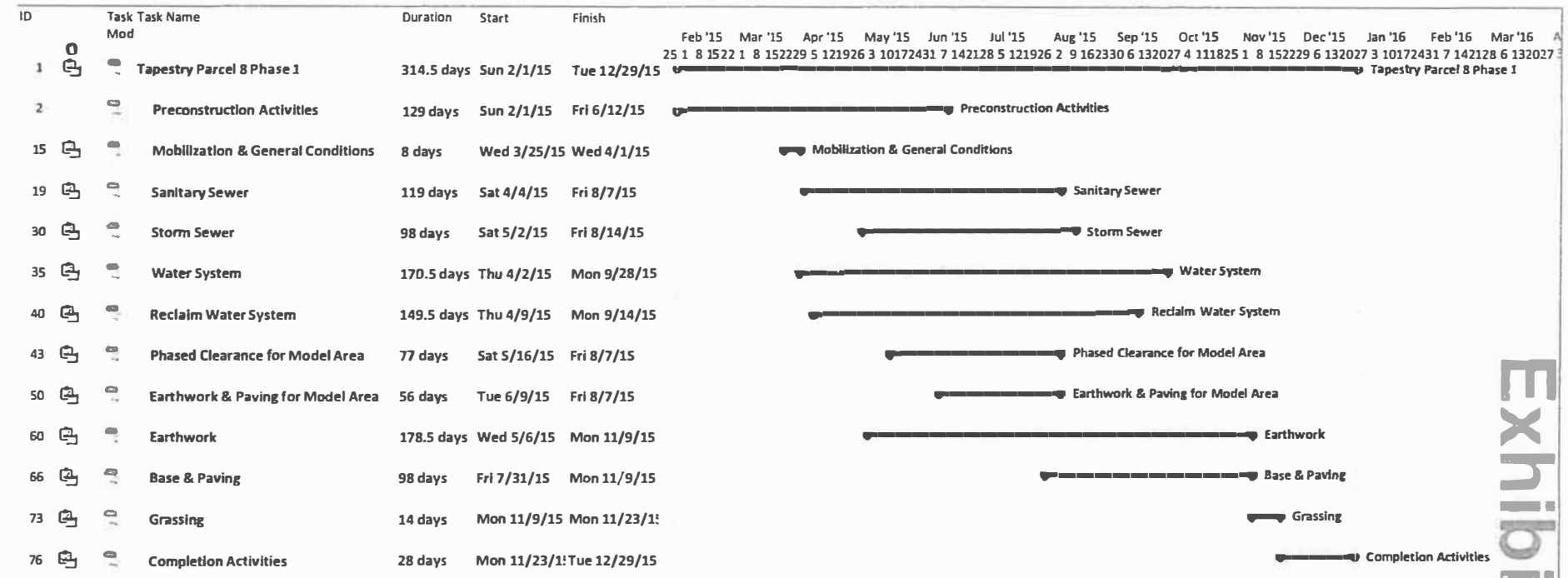


EXHIBIT B
DRAW AND PAYMENT PROCEDURES AND POLICIES

1. On or before the 30th day of each month, Contractor shall make a payment application to Owner for work completed and materials stored from the 30th day of the immediately preceding month through the 30th day of the current month (i.e. work completed from March 30th thru April 30th would be submitted on April 30th and a check would be issued to Contractor on or before May 30th (30 days following Owner's receipt of a payment application)), using an invoice in the form attached hereto as Exhibit B-1. Each payment application from Contractor shall include the following:

(i) Certification from Contractor as to percentage of work completed and an approval of the payment request by Owner's Construction Manager or such other person as Owner may designate, with a statement certifying that all Work represented by the payment application has been completed in conformance with the Documents;

(ii) Conditional lien waivers in the form attached hereto as Exhibit B-2 or such other form as Owner may require from Contractor, its subcontractors and its suppliers for the payment requested and unconditional lien waivers from all such persons for payments previously made in the form attached hereto as Exhibit B-3 or such other form as Owner may require; and

(iii) Any other documents reasonably requested by Owner.

(iv) Invoices shall be submitted to MATTAMY (JACKSONVILLE) PARTNERSHIP at address below:

1900 Summit Tower Boulevard, Suite 500
Orlando, FL 32810
Attention: Derek Lovett

2. If all documents required are timely supplied, Owner will make payment of the amount determined by this section on or before the 30th of each month following the receipt of a payment application on the 30th of the previous month less a ten percent (10%) standard retention and less any additional retention which Owner elects to retain as security for the cure of any default then in existence by Contractor (provided that Owner shall have no obligation to pay Contractor when Contractor is in default). Work shall be presumed to be Lump Sum unless listed as Unit Price Work on page I hereof. The Lump Sum Work amount paid monthly shall be that amount determined by taking the Lump Sum amount in the Bid Proposal multiplied by the percentage of Work complete and materials stored on the 25th day of the preceding month as certified, less retention. For Unit Price Work, the amount to be paid monthly shall equal the units of the Work completed and materials stored through the 30th day of the preceding month based on field measurements agreed upon by Owner and Contractor, multiplied by the applicable unit bid price listed on the Bid Proposal.

3. Fifty percent (50%) of the standard retention shall be paid within twenty business days after all of the following have all occurred: (i) Contractor gives written notice that all Work has been completed in accordance with this Agreement; (ii) Owner has confirmed the completion; (iii) final lien waivers and releases are executed and delivered by Contractor and its subcontractors and suppliers to the Owner; and (iv) government acceptances of the Work have been received. The remaining standard retention shall be paid, when Owner has received certificate of completion for the Project by Orange County and applicable utility companies. Any retention retained by Owner because of a default will be paid when the default is cured, except to the extent applied by Owner to the costs and damage it incurred. Owner may record Notice of Completion after acceptance of the Work by Orange County and applicable utility companies. Owner may apply the retention toward curing defaults of Contractor but this application of the retention shall not limit Contractor's obligations or Owner's other remedies.

4. Owner may at any time make payment by joint check to Contractor and its subcontractors or suppliers.

Owner Initials



Subcontractor Initials



5. Contractor must submit an application for payment for Work within one hundred eighty (180) days after performing such Work. If Contractor fails to deliver a complete and accurate application for payment for Work to Owner within one hundred eighty (180) days after performing such Work, then Owner shall have no obligation to pay for such Work. Contractor's agreement to this provision is a material part of the consideration being given to Owner. CONTRACTOR WAIVES ALL RIGHTS OR CLAIMS IT MAY HAVE FOR PAYMENT FOR ANY WORK FOR WHICH IT DOES NOT DELIVER A COMPLETE AND ACCURATE PAYMENT APPLICATION TO OWNER WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY CLAIMS IN CONTRACT, QUANTUM MERIT, OR OTHERWISE.

Owner Initials



Subcontractor Initials



EXHIBIT B-1 PAYMENT INVOICE

AIA Payment application form incorporated by reference. Below is a reference

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 1 Pages

TO OWNER: **McCarthy (Jacksonville) Partnership, Inc.**
1900 Summit Tower Blvd Suite 500
Orlando, FL 32810

PROJECT: **L1004**
Marumy Project Number

APPLICATION PERIOD TO: **04/01/14**
05/01/14

DISTRIBUTION TO:
OWNER
ENGINEER
CONTRACTOR

FROM CONTRACTOR: **Greenbrier Landscape**
4000 Aviation Road
Winter Garden, FL 34787

VIA ENGINEER:

CT DATE: **5/1/2014**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is submitted by contractor with the Contract
Certificate of Retention is attached as Exhibit A

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 and 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.

1. ORIGINAL CONTRACT SUM \$ -

2. Net change by Change Orders \$ -

3. Contract Sum To Date (Line 1 + 2) \$ -

4. TOTAL COMPLETED AND STORED TO DATE (Lines 3 plus 4) \$ -

5. RETAINAGE:
a. 10% of completed work \$ -

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ -

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ -

8. CURRENT PAYMENT DUE \$ -

9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 8) \$ -

CONTRACTOR: **Greenbrier Landscape**

By: **Todd Haag, Project Manager** Date: _____

State of **FLORIDA**
County of **ORANGE**
Subscribed and sworn to before me
this first day of May, 2014

Notary Public:
My Commission expires _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the statement and the data accompanying it, I, the Engineer, certify that the Contractor has completed the Work covered by this Application for payment and that the amount shown herein is now due.

AMOUNT CERTIFIED: _____ Date: _____

Engineer: _____
By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS	-	-
NET CHANGES by Change Order	\$0.00	

Owner Initials _____

Subcontractor Initials _____

**EXHIBIT B-2
CONDITIONAL LIEN WAIVER**

Incorporated by Reference. Below is an example.

**CONDITIONAL WAIVER AND RELEASE OF LIEN
PROGRESS PAYMENT**

The undersigned lienor, in consideration of receipt of a check for the sum of the progress payment in the amount of \$ _____ hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **August 1, 2014**, to Mattamy (Jacksonville) Partnership to the following described property:

Windermere Trails Parcel 3 (Townhome Parcel)

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

Dated on _____

Name _____
Printed Name _____
Title _____

State of FLORIDA, County of _____

The foregoing instrument was acknowledged before me this ____th day of _____ 2014 by _____ who is personally known to me and who did not take an oath.

Notary Signature _____
Printed Notary Name _____
Notary Public _____
Commission Number _____

Note: This is statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Owner Initials



Subcontractor Initials



**EXHIBIT B-3
UNCONDITIONAL LIEN WAIVER**

Incorporated by Reference.

Owner Initials

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a cursive 'R' and a long horizontal flourish.

Subcontractor Initials

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a cursive 'C' and a long horizontal flourish.

EXHIBIT C
SAFETY PROTOCOLS AND PROJECT RULES AND
REGULATIONS

1. Safety Precautions.

(a) Contractor shall take all reasonable safety precautions, shall comply with all safety measures initiated by Owner and shall comply with all applicable laws, ordinances, rules, regulations, standards and orders with respect to the safety of persons or property, including without limitation all applicable laws, ordinances, rules, regulations and orders of the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. ("OSHA") and Florida Occupational Safety and Health Act, Florida Revised Statutes or any other applicable public authority (collectively, the "Safety Rules").

(b) Contractor shall prepare and submit a site safety plan to the Owner prior to start of the work. Contractor shall also submit to the Owner a copy of the Contractor's Company Safety Policy. The Contractor shall also forward copies of all safety meeting and reports to the Owner. Contractor is responsible for managing safety of all its activities on site. Contractor shall coordinate activities with any other subcontractors, suppliers, or vendors on site to ensure a safe working environment.

(c) Contractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for adequacy of and required use of all safety equipment and for full compliance with the Safety Rules. This responsibility of the Contractor includes the conduct and compliance by its employees, employees of its subcontractors and all suppliers of materials and equipment.

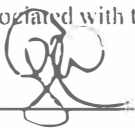
2. Compliance with Environmental, Health and Safety Standards.

(a) Compliance with Hazardous Substances Laws. Contractor shall not, in connection with this Agreement or the Work, use, possess, handle, transport, emit, release or discharge any chemical, material or substance except as permitted by, and in strict compliance with, all applicable laws, including, without limitation, the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Florida Occupational Safety and Health Act, Florida Revised Statutes, and the Florida Environmental Quality Act.

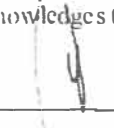
(b) Warnings. Contractor shall, at its sole expense, provide any and all notices and warnings required under all Hazardous Substances Laws with respect to any chemicals, materials or substances which Contractor, and its employees and agents, use, possess, handle, transport, emit, release, or discharge in connection with this Agreement or the prosecution of any and all Agreement or non-Agreement work relating to the Project, including, without limitation, the Work.

3. Clean-Up. Contractor shall at all times keep the areas of the Project free from the accumulation of waste materials, unsafe materials, or rubbish arising out of the Work, including daily cleanup of all waste and trash generated by Contractor during the course of performing the Work. At the end of each work day, Contractor shall pile such waste and trash in locations designated by Owner. Contractor shall be obligated to dispose of any material so piled in a neat and orderly manner. Upon completion of the Work, Contractor shall remove all of its plans, tools, materials and other Sections from the Project and any units therein and shall remove from the site all hazardous materials, temporary structures, debris and waste incident to Contractor's operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement. Any such cleanup shall be accomplished in adherence with applicable Hazardous Substances Laws. Any hazardous waste required to be disposed of by Contractor will be the property of Contractor and Contractor hereby accepts liability for any and all costs associated with the handling, transportation and disposal of such waste, including, without limitation, costs associated with the remediation of any sites to which the waste was sent. Contractor acknowledges that the

Owner Initials



Subcontractor Initials



failure to perform such waste and trash removal obligations as set forth in this Section 3 shall cause Owner to incur damages, and the parties hereto agree that Owner shall have the right to back-charge Contractor at actual cost of clean-up not properly completed by Contractor.

4. Operation of Vehicles. Contractor agrees that the operation of vehicles in or about the Project by Contractor or the employees or agents of Contractor (including delivery vehicles operated by suppliers of Contractor) shall be as follows: (a) using only the designated entries to enter the Project, (b) using only established roadways and temporary roadways as authorized by Owner, (c) no crossing of curbs or sidewalks and (d) observing a speed limit of 15 miles per hour within the entire Project. In the event the vehicles of Contractor, Contractor's employees or agents, or Contractor's suppliers or subcontractors cause damage to curbs, sidewalks, landscaping or concrete surfaces within the Project or cause any other damage to the Project, Owner may make the repair of such damage and Contractor shall be obligated to immediately reimburse Owner for all actual expenses incurred by Owner thereby.

5. Parking of Vehicles. It shall be the responsibility of Contractor (a) to control the traffic generated by its employees on the Project under the direction of Owner's Construction Manager; (b) to enforce restrictions against parking on roads within the Project; and (c) to provide necessary parking areas for all workers in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, its agents or employees to maintain ingress and egress to the Project, all such towing charges will be back-charged to Contractor. Neither Contractor nor Contractor's agents, employees, subcontractors or material suppliers shall be permitted to park vehicles in driveways, garages or carports of the housing units (whether completed or being constructed) within the Project nor shall such vehicles be parked upon sidewalks located within the Project. In the event Contractor, its agents or employees or its material suppliers do park vehicles in such restricted areas, Owner shall have the right to fine or back-charge Contractor \$100.00 per vehicle per day, and Owner shall have the right to be reimbursed for any damages resulting to such driveways, garages, carports or sidewalks in cash or in the form of back-charges.

6. Unacceptable Behavior. Unruly behavior, the drinking of alcoholic beverages, the use of illegal drugs, and/or the playing of loud music by Contractor or its employees or agents shall not be permitted within the Project. In the event that Contractor or Contractor's agents or employees engage in such activities, Owner shall have the right to fine or back-charge Contractor \$100.00 per occurrence. Owner shall also have the right to request that the offending party leave the Project immediately and Contractor agrees to abide by such request. Owner may require Contractor to remove from the Project such persons as Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment in connection with the Work is deemed by Owner to be contrary to Owner's best interests or the public interest. Contractor shall not permit any unauthorized personnel including, without limitation, any children or other family members to be on the Project site.

7. Contractor Warranties and Representations Regarding Injury and Illness Prevention Program and other Safety Programs. Owner and all of its affiliated and subsidiary companies are firmly committed to compliance with all requirements of OSHA and all other Safety Rules and requires Contractor, its employees, subcontractors and suppliers to commit to a goal of a safe work place and zero accidents on the Project. Accordingly, Contractor represents and warrants that:

(a) Contractor has adopted and implemented in compliance with OSHA an Injury and Illness Prevention Program.

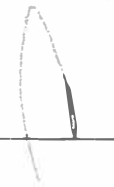
(i) Contractor has appointed a Safety Program Administrator who has the authority and responsibility to implement the Safety Programs;

(ii) Contractor has trained its employees and all others who will be on the Project under Contractor's supervision or at Contractor's request (collectively "Employees") in safe and healthy work practices all in compliance with the Safety Rules;

Owner Initials



Subcontractor Initials



(iii) Contractor will use disciplinary procedures to ensure compliance with such safe and healthy work practices;

(iv) Contractor has established procedures for reporting and correcting unsafe conditions and communicating with Employees on matters relating to occupational safety and health;

(v) Contractor has developed and will conduct a program of inspections to identify and evaluate hazards at the Project and elsewhere, as related to the Work;

(vi) Contractor has established and will implement procedures for investigating occupational injuries and illnesses.

(b) Contractor has adopted and implemented a Hazard Communication Program, a Fire Prevention Plan, a Respiratory Protection Program in accordance with the Safety Rules, and a Hearing Conservation Program in accordance with the Safety Rules, and such other safety programs as may be required by OSHA and OSHA and the regulations thereunder (collectively, the "Safety Programs"). Upon request, Contractor shall furnish copies of all of these Safety Programs to Owner, and shall provide Owner with written proof that Contractor conducts required inspections of the Project and equipment and training of its employees, and maintains required records. Contractor shall maintain records for this Project and any other Project for Owner which are readily available for inspection by Owner or any governmental or insurance inspector.

8. Drug and Alcohol/Purpose and Procedure.

FOR THE SAFETY AND WELL BEING OF ALL EMPLOYEES ON OWNER'S CONSTRUCTION SITES, OWNER HAS A POLICY THAT DRUGS OR ALCOHOL SHALL NOT BE DISTRIBUTED, POSSESSED OR USED ON OWNER'S CONSTRUCTION SITES. ANYONE FOUND TO BE IMPAIRED BY OR IN POSSESSION OF DRUGS OR ALCOHOL MUST LEAVE THE OWNER'S CONSTRUCTION SITE OR PROPERTY. To help insure the safety of all workers, including a worker that may be impaired, Contractor agrees to adhere to the following procedures:

(i) Owner shall have no duty to monitor Contractor's workers, but if Owner suspects that a worker is impaired by drugs or alcohol, Owner may investigate and make inquiries of employees on the job site to confirm the suspected impairment, or Owner may give notice to Contractor who shall then investigate. If Contractor suspects that one of its workers is impaired by drugs or alcohol, then Contractor shall investigate.

(ii) If impairment is found or believed to exist, the impaired worker must be removed from the job site. The Contractor must provide transportation for the impaired worker and not allow them to drive themselves from the job and endanger the public.

(iii) After the impaired worker has been removed from the job site, Contractor will send a formal written notification to Owner. The notification will include an explanation of all actions. A copy of the notification will be placed into the Contractor's file for future reference.

(iv) A violation by Contractor of this policy will be cause for immediate termination of this Agreement by Owner.

9. Signs and Advertising. Signs or advertisements shall not be erected or displayed without prior approval of Owner.

Owner Initials



Subcontractor Initials




**EXHIBIT D
LIST OF PLAN SHEETS**

Construction Plans

Construction Plans
for
**TAPESTRY PUD
PARCEL 8 - PHASE 1**

City of Kissimmee, Florida
January 21, 2014

Sheet Index		Subm./Rev.					
Sheet Id.	Sheet Title	1	2	3	4	5	6
C0.00	Cover Sheet	■	■	■	■	■	
C0.01 - C0.02	Construction Notes & Legend	■	■	■	■	■	
C1.00	Master Site Plan & Site Data	■	■	■	■	■	
C1.10	Erosion Control Plan	■	■	■	■	■	
C2.00 - C2.04	Grading & Drainage Plan	■	■	■	■	■	
C2.10 - C2.15	Paving, Grading & Drainage Plan	■	■	■	■	■	■
C2.20	Drainage Outfall Plan	■	■	■	■	■	
C3.00 - C3.02	Utility Plan	■		■	■	■	
C4.00 - C4.13	Plan & Profiles	■	■	■	■	■	■
C5.00 - C5.01	Underdrain Location Plan	■		■	■	■	
C6.00	Offsite Improvement Plan	■		■	■	■	
C7.00 - C7.01	Signage, Striping & Sidewalk Plan	■		■	■	■	
C8.00 - C8.05	I.D.O.T. Construction Details	■	■	■	■	■	
C9.00 - C9.02	City Of Kissimmee Construction Details	■		■	■	■	
 C10.00 - C10.04	TWA Construction Details	■		■	■	■	
	Boundary & Topographic Survey	■		■	■	■	
	Final Plat	■		■	■	■	

	Date	Description
1	1/21/2014	Submit to City of Kissimmee
2	2/3/2014	Submit to SFWMD
3	8/27/2014	Resubmit to City of Kissimmee
4	10/17/2014	Resubmit to City of Kissimmee
5	11/18/2014	Resubmit to City of Kissimmee
6	12/19/2014	Per City Comments

Owner Initials _____

Subcontractor Initials _____

Geotechnical

1. Universal August 26, 2013 – Geotechnical Exploration Tapestry Subdivision Phase1 Osceola County, Florida
2. Universal updated October 13, 2014 – Updated underdrain Evaluation
3. Universal reissued June 26, 2008 – limited geotechnical exploration and preliminary seasonal high groundwater table contour map bronson property.

Phase 1 ESA

1. Universal August 26, 2013 - Phase 1 Environmental Site Assessment Tapestry Parcel 8

Owner Initials _____



Subcontractor Initials _____





JON M. HALL
C O M P A N Y
Site Development Since 1974

1920 Boothe Circle, Suite 230
Longwood, FL 32750
Phone: (407) 215-0410 Fax: (407) 215-0411
www.jonmhallcompany.com

Change Order Number 23 to Tapestry PUD Parcel 8 - Phase 1 Contract Dated 04/21/2015

To:	Mattamy (Jacksonville) Partnership	Contact:	Vince Gates
Address:	1900 Summit Tower Blvd, Suite 500 Orlando, FL 32810	Phone:	(407) 599-2228
		Fax:	(321) 444-6565
Project Name:	Tapestry Parcel 8 Infrastructure Phase 2	Bid Number:	
Project Location:	W. Carroll St Between N. Dyer Blvd & N. Thacker Ave, Kissimmee, FL	Bid Date:	11/2/2015

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01 MOBILIZATION & GENERAL CONDITIONS					
10300	Jobsite Facilities	1.00	LS	\$4,920.00	\$4,920.00
10500	Supervision	1.00	LS	\$15,000.00	\$15,000.00
10600	Geotechnical Testing	1.00	LS	\$60,000.00	\$60,000.00
10710	Survey & As-Builts	1.00	LS	\$29,399.86	\$29,399.86
10902	Construction Entrance (Medium Use)	2.00	EACH	\$5,607.00	\$11,214.00
10910	Silt Fence	11,610.00	LF	\$1.05	\$12,190.50
10940	Inlet Protection	4.00	EACH	\$98.00	\$392.00
10950	Floating Turbidity Barrier	400.00	LF	\$8.90	\$3,560.00
Total Price for above 01 MOBILIZATION & GENERAL CONDITIONS Items:					\$136,676.36

03 EARTHWORK

30500	Site Excavation (Cut To Fill Single Family)	16,983.00	BCY	\$2.35	\$39,910.05
30500	Site Excavation (Cut To Fill Townhomes)	5,030.00	BCY	\$2.35	\$11,820.50
30500	Site Excavation (Cut To Fill Townhomes To Single Family)	10,970.00	BCY	\$2.75	\$30,167.50
32520	Backfill Curbs / Grade ROW (Subdiv)	3,509.00	SY	\$0.52	\$1,824.68
32530	Finegrade Island	119.00	SY	\$0.65	\$77.35
32530	Finegrade Tracts	3,242.00	SY	\$0.26	\$842.92
32531	Finegrade ROW	25,439.00	SY	\$0.65	\$16,535.35
33000	Grade Lots / Building Pads (119,754 SY)	231.00	EACH	\$159.00	\$36,729.00
33500	Rough Grade Pavement Box	33,295.00	SY	\$0.61	\$20,309.95
Total Price for above 03 EARTHWORK Items:					\$158,217.30

05 PAVING ON SITE

50160	12" Stabilized Subgrade (FBV 50)	33,295.00	SY	\$4.80	\$159,816.00
51030	6" Soil Cement Base	32,295.00	SY	\$16.00	\$516,720.00
51060	8" Soil Cement Base	1,000.00	SY	\$21.00	\$21,000.00
52000	1.5" SP-9.5 Asphalt (Light Duty)	24,159.00	SY	\$8.75	\$211,391.25
52100	2" SP-12.5 Asphalt (Heavy Duty)	1,962.00	SY	\$11.50	\$22,563.00
55000	Striping & Signs (On-Site)	1.00	LS	\$52,100.00	\$52,100.00
Total Price for above 05 PAVING ON SITE Items:					\$983,590.25

07 SANITARY SEWER

70100	Dewater Sanitary	5,587.00	LF	\$10.50	\$58,663.50
70505	8" PVC Gravity Sewer Main (0'-6')	3,844.00	LF	\$16.00	\$61,504.00
70510	8" PVC Gravity Sewer Main (6'-8')	951.00	LF	\$17.00	\$16,167.00
70524	8" PVC Gravity Sewer Main (8'-10")	545.00	LF	\$20.00	\$10,900.00
70525	8" PVC Gravity Sewer Main (10'-12')	247.00	LF	\$22.00	\$5,434.00
71000	4' Diameter Manhole (0'-6')	18.00	EACH	\$4,000.00	\$72,000.00
71005	4' Diameter Manhole (6'-8')	5.00	EACH	\$5,000.00	\$25,000.00
71010	4' Diameter Manhole (8'-10')	2.00	EACH	\$5,990.00	\$11,980.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
71013	4' Diameter Manhole (10'-12')	1.00	EACH	\$6,900.00	\$6,900.00
71500	Single Service	19.00	EACH	\$521.00	\$9,899.00
71510	Double Service	101.00	EACH	\$784.00	\$79,184.00
76000	Gravity Main Air Testing	5,587.00	LF	\$1.75	\$9,777.25
76010	Gravity Main TV Testing	5,587.00	LF	\$1.65	\$9,218.55
Total Price for above 07 SANITARY SEWER Items:					\$376,627.30

08 STORM SEWER

80100	Dewater Storm	5,961.00	LF	\$10.50	\$62,590.50
80200	Core & Conn Underdrain To Existing Storm Structure	4.00	EACH	\$1,410.00	\$5,640.00
80405	Underdrain (4")	7,782.00	LF	\$17.00	\$132,294.00
80412	Underdrain Clean-Out (4")	40.00	EACH	\$194.00	\$7,760.00
80910	15" RCP 0'-6' Deep	1,965.00	LF	\$25.50	\$50,107.50
80920	15" RCP 6'-10' Deep	120.00	LF	\$26.50	\$3,180.00
81010	18" RCP 0'-6' Deep	645.00	LF	\$30.50	\$19,672.50
81030	18" RCP 6'-10' Deep	123.00	LF	\$32.50	\$3,997.50
81110	24" RCP 0'-6' Deep	550.00	LF	\$39.50	\$21,725.00
81130	24" RCP 6'-10' Deep	630.00	LF	\$40.50	\$25,515.00
81210	30" RCP 0'-8' Deep	420.00	LF	\$52.00	\$21,840.00
81240	30" RCP 10'-14' Deep	255.00	LF	\$55.00	\$14,025.00
81310	36" RCP 0'-8' Deep	758.00	LF	\$68.00	\$51,544.00
81410	42" RCP 6'-10' Deep	40.00	LF	\$83.00	\$3,320.00
81510	48" RCP 0'-8' Deep	462.00	LF	\$102.00	\$47,124.00
83545	P-5 Curb Inlet	36.00	EACH	\$3,150.00	\$113,400.00
83550	J-5 Curb Inlet	7.00	EACH	\$4,250.00	\$29,750.00
83555	P-6 Curb Inlet	15.00	EACH	\$3,560.00	\$53,400.00
83560	J-6 Curb Inlet	3.00	EACH	\$4,630.00	\$13,890.00
84000	P Manhole	4.00	EACH	\$2,100.00	\$8,400.00
84010	J Manhole	7.00	EACH	\$3,620.00	\$25,340.00
86000	Clean And Lamp	5,961.00	LF	\$1.05	\$6,259.05
Total Price for above 08 STORM SEWER Items:					\$720,774.05

09 WATER SYSTEM

90200	Connect To Existing Gate Valve	7.00	EACH	\$965.00	\$6,755.00
90710	8" DR-18 Watermain	6,440.00	LF	\$17.50	\$112,700.00
92000	Fire Hydrant Assy	15.00	EACH	\$3,950.00	\$59,250.00
92500	Fittings & Restraints - Water	1.00	LS	\$38,200.00	\$38,200.00
92540	8" Gate Valve	38.00	EACH	\$1,640.00	\$62,320.00
92565	2" Blow Off Valve	4.00	EACH	\$745.00	\$2,980.00
93010	Single Service	63.00	EACH	\$404.00	\$25,452.00
93020	Double Service	84.00	EACH	\$765.00	\$64,260.00
96010	Temp Jumper	2.00	EACH	\$1,200.00	\$2,400.00
96020	Sample Point	10.00	EACH	\$161.00	\$1,610.00
96030	Test and Chlorinate	6,440.00	LF	\$0.98	\$6,311.20
Total Price for above 09 WATER SYSTEM Items:					\$382,238.20

10 RECLAIM WATER SYSTEM

100200	Connect To Existing Gate Valve	6.00	EACH	\$951.00	\$5,706.00
100510	4" DR-18 Reclaim Watermain	5,920.00	LF	\$10.00	\$59,200.00
102500	Fittings And Restraints - Reuse	1.00	LS	\$14,600.00	\$14,600.00
102560	2" Blow Off Valve	4.00	EACH	\$737.00	\$2,948.00
103000	Single Service	28.00	EACH	\$386.00	\$10,808.00
103010	Double Service	64.00	EACH	\$768.00	\$49,152.00
106010	Testing	5,920.00	LF	\$0.77	\$4,558.40
Total Price for above 10 RECLAIM WATER SYSTEM Items:					\$146,972.40

11 CONCRETE WORK

110510	A Curb	435.00	LF	\$12.50	\$5,437.50
110530	F Curb	7,357.00	LF	\$11.00	\$80,927.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
110540	2' Miami Curb	11,373.00	LF	\$9.30	\$105,768.90
110560	12" Ribbon Curb	455.00	LF	\$14.50	\$6,597.50
111020	4' Sidewalk	1,406.00	LF	\$16.00	\$22,496.00
111500	Handicap Ramp W/ Detectable Warning	43.00	EACH	\$797.00	\$34,271.00
Total Price for above 11 CONCRETE WORK Items:					\$255,497.90

12 GRASSING

120002	Temp Seed & Mulch Lots	119,754.00	SY	\$0.31	\$37,123.74
120030	Sod 2 Strips Behind Curbs	3,509.00	SY	\$1.95	\$6,842.55
120040	Sod Island	119.00	SY	\$1.95	\$232.05
120040	Sod Tract	3,242.00	SY	\$1.95	\$6,321.90
Total Price for above 12 GRASSING Items:					\$50,520.24

Total Bid Price: \$3,211,114.00

Notes:

• Mobilization & General Conditions:

1. Engineer: Poulos & Bennett
2. Date of Plans: 9/9/2015
3. Revision Date: NA
4. We exclude all bonds, permits and fees unless specifically included in the proposal.
5. We include engineering layout and certified as-built drawings for our scope of work.
6. We include geotechnical testing for our scope of work to municipal standards unless noted otherwise.
7. No allowance has been made for the protection or relocation of endangered plants or animals.
8. This proposal is valid for 30 days and is subject to revision for material increases and final approved plan changes.
9. This proposal is based solely on the plans noted above (typically civil plans only). We do not include any work shown on the architectural, structural, MEP, landscaping, or hardscaping plans unless specifically noted.
10. The owner is to provide all legal surveys, benchmarks, control points, coordinate geometry, property line grades, and plat.
11. We will coordinate efforts with the utility companies. Unless noted otherwise, no costs are included for utility layout or for removal, adjustment, relocation, or new construction of utilities.
12. We exclude all gazebos, playground equipment, benches, or any other park amenities.
13. No "tree save" barricading is included unless there is an item shown on the proposal sheet.
14. SWPPP, NPDES permit and reporting is by others unless noted otherwise.
15. We exclude any ADA design responsibility.
16. We offer a 1-year warranty on workmanship. Materials are per manufacturers' warranties.

• Clear, Grub and Strip:

1. Clearing debris, if any, has been figured to be burned on-site unless noted otherwise. Additional cost will be required for haul-off.
2. No removal or disposal of buried debris is included unless noted otherwise.
3. No well abandonment or septic tank removal is included unless noted otherwise.
4. Stripping materials, if any, are to remain on-site.
5. Disking is figured in lieu of stripping unless noted otherwise.

• Earthwork:

1. No special handling or removal of unsuitable or contaminated soils or materials is included. If muck is shown on the plans or in the geotechnical report, then it will be included in the proposal as a bid item.
2. Prior to commencing the earthwork operation, we will verify the existing topography and adjust appropriate quantities if necessary.
3. On projects where we are a subcontractor, our grading is figured +/- 0.1-FT one time only. All other trades are expected to restore their work area like they found it. Any clean-up or restoration by us will be billed as extra work.
4. We exclude any retaining wall excavation, wall construction, backfill or grading unless an item is specifically included in the proposal.
5. **In order to eliminate the need for import, Building pads are graded 10" below finish floor.**

• Grassing:

1. All sod and/or seed & mulch, if included in the bid proposal, will be Bahia unless noted otherwise.
2. No watering or maintenance of the grassing or sod is included beyond the contract time.

Payment Terms:

Payment terms are net 30 days. Overdue amounts will collect interest at 18% APR. Customer agrees to pay any attorney fees associated with collecting unpaid amounts.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer:

Signature:

Date of Acceptance:

CONFIRMED:

Jon M. Hall Company

Authorized Signature:

Estimator:

Keith Carson, President



JON M. HALL
COMPANY
 Site Development Since 1974

PROPOSAL DATE:12/15/16

RCO# 024 REV 1

PROJECT:TAPESTRY PH-2
 OWNER:MATTAMY HOMES

MATTAMY HOMES
 1900 SUMMIT TOWERS BLVD, SUITE 500
 ORLANDO, FL 32810

ATTN: CHARLES LUSCUSKIE
 EMAIL: CHARLES.LUSCUSKIE
 PHONE 407-409-4041

ITEM	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.00		PLAN REVISION BID SET TO STAMPED SET			\$	21,448.00
1.01	08010-24	DEWATER STORM	52	LF	\$ 10.50	\$ 546.00
1.02	08150-24	15" RCP	-3	LF	\$ 26.50	\$ (79.50)
1.03	08180-24	18" RCP	29	LF	\$ 30.50	\$ 884.50
1.04	08240-24	24" RCP	-216	LF	\$ 39.50	\$ (8,532.00)
1.05	08300-24	30" RCP	212	LF	\$ 55.00	\$ 11,660.00
1.06	08360-24	36" RCP	30	LF	\$ 68.00	\$ 2,040.00
1.07	08760-24	P-6 CURB INLET ADDED D-27C	1	EA	\$ 3,560.00	\$ 3,560.00
1.08	08760-24	DELETED P-5 CURB INLET D-51	1	EA	\$ (3,150.00)	\$ (3,150.00)
1.09	08760-24	D-27A,27B,31,33,34,37,38,40,41,52,57,60,61,66,69 CHANGED FROM P-5 TOPS TO P-6	15	EA	\$ 410.00	\$ 6,150.00
1.10	09220-24	ADDED FH #16 (SW)	1	EA	\$ 3,950.00	\$ 3,950.00
1.11	11150-24	HANDICAP RAMPS W/DETECTABLE WARNING (NE)	2	EA	\$ 797.00	\$ 1,594.00
1.12	05500-24	ADDED CROSSWALK (NE)	1	LS	\$ 525.00	\$ 525.00
1.13	05500-24	ADDED 3A, 3B, & 4A SIGNAGE (SW & NE)	10	EA	\$ 230.00	\$ 2,300.00
TOTAL						\$ 21,448.00

Thank you for the opportunity of providing a proposal for this project. We look forward to being a part of your construction team.
 Sincerely,

John Donaldson
 Project Manager
 Jon M. Hall Company
 1920 Boothe Circle Suite 230
 Longwood, FL 32750
 Phone 407 215-0410
 Fax 407 215-0411
www.jonmhallcompany.com
jdonaldson@jonmhallcompany.com

Proposal Accepted By:

Date Authorized Signature Printed Name

I/We as authorized representative of the owner accept this proposal and qualifications therein and direct Jon M Hall Company to proceed with the work. Client shall pay all attorneys fees associated with collection of any unpaid balances. Client shall pay interest in the amount of 18% per annum on overdue balance. Payment Terms: Net 10 days from the date of the invoice.

PO # 190238

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

P U R C H A S E O R D E R

Number: 00190238 Date: 07/15/2016

Plan Details

For: (XA350) Storm Sewer

STANDARD

Revised: __/__/__

To: 00461-Jon M Hall Company
1920 Boothe Circle #230
Longwood, FL 32750

Ship To: L1002/002/0000
Tapestry
Tapestry Ph 2 Land Costs
Kissimmee, FL 34746

Lot/Block
/

Group: 115

CO:

Will Call To Verify Ship Date
Date Required: __/__/__ (Estimated)
Superintendent:

F.O.B.:
Ship Via:
Payment Terms: semi-monthly

Resource/Use	Description	Unit	Quantity	Price	Extension
0	Land Dev. Costs	bid	1.00	720,774.050	720,774.05
CO	Change Order	bid	1.00	21,448.000	21,448.00

Sub-Total	742,222.05
Sales Tax	0.00
Total Amt	742,222.05

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: _____

By: _____

By: _____

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

Page: 1
db1

Continuation Sheet

Page 1 of 3 Pages

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.16012
Tapestry Phase 2 - CO 23Application No: 5
Application Date: 10/25/2016
Period To: 10/31/2016

A ITEM NO.	B VENDOR CODING	C DESCRIPTION OF WORK	QTY.	U/M	Unit Price	SCHEDULED VALUE	QTY.'s INSTALLED PREVIOUS PERIODS	QTY.'s INSTALLED THIS PERIOD	D WORK COMPLETED		G TOTAL COMPLETED AND STORED TO DATE (D+E)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
									FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
		Mobilization & General Conditions												
XA100	10300	Jobsite Facilities	1	LS	\$ 4,920.00	\$ 4,920.00	0.55	0.15	2,708.00	738.00	3,444.00	70%	1,478.00	344.40
XA100	10500	Supervision	1	LS	\$ 15,000.00	\$ 15,000.00	0.55	0.15	8,250.00	2,250.00	10,500.00	70%	4,500.00	1,050.00
XA270	10600	Geotechnical Testing	1	LS	\$ 60,000.00	\$ 60,000.00	0.55	0.15	33,000.00	9,000.00	42,000.00	70%	18,000.00	4,200.00
XA270	10710	Survey & As-Builts	1	LS	\$ 29,399.86	\$ 29,399.86	0.55	0.15	16,169.92	4,409.98	20,579.90	70%	8,819.98	2,057.99
XA110	10902	Construction Entrance (Medium Use)	2	EACH	\$ 5,607.00	\$ 11,214.00	0.80	0.60	4,485.60	3,364.20	7,849.80	70%	3,364.20	784.98
XA110	10910	Silt Fence	11,810	LF	\$ 1.05	\$ 12,190.50	9,400.00		9,870.00	0.00	9,870.00	81%	2,320.50	987.00
XA110	10940	Inlet Protection	4	EACH	\$ 98.00	\$ 392.00	3.00		294.00	0.00	294.00	75%	98.00	29.40
XA110	10950	Floating Turbidity Barrier	400	LF	\$ 8.90	\$ 3,560.00			0.00	0.00	0.00	0%	3,560.00	0.00
		Mob & Gen Cond Total				\$ 138,078.38			\$ 74,775.52	\$ 19,782.18	\$ 94,557.70	69%	\$ 42,138.68	\$ 9,453.77
		Earthwork												
XA150	30500	Site Excavation (Cut To Fill Single Family)	16983	BCY	2.35	\$ 39,910.05	16,900.00		39,715.00	0.00	39,715.00	100%	195.05	3,971.50
XA150	30500	Site Excavation (Cut To Fill Townhomes)	5030	BCY	2.35	\$ 11,820.50	5,030.00		11,820.50	0.00	11,820.50	100%	0.00	1,182.05
XA160	30500	Site Excavation (Cut To Fill Townhomes To Single Family)	10970	BCY	2.75	\$ 30,167.50	10,970.00		30,167.50	0.00	30,167.50	100%	0.00	3,016.75
XA150	32520	Backfill Curbs / Grade ROW (Subdiv)	3509	SY	0.52	\$ 1,824.88			0.00	0.00	0.00	0%	1,824.88	0.00
XA150	32530	Finegrade Island	119	SY	0.65	\$ 77.35			0.00	0.00	0.00	0%	77.35	0.00
XA150	32530	Finegrade Tracts	3242	SY	0.28	\$ 842.92			0.00	0.00	0.00	0%	842.92	0.00
XA150	32531	Finegrade ROW	25439	SY	0.85	\$ 18,535.35			0.00	0.00	0.00	0%	18,535.35	0.00
XA150	33000	Grade Lots / Building Pads (119,754 SY)	231	EACH	159.00	\$ 36,729.00	150.000	25.00	23,850.00	3,975.00	27,825.00	78%	8,904.00	2,782.50
XA150	33500	Rough Grade Pavement Box	33295	SY	0.61	\$ 20,309.95			0.00	0.00	0.00	0%	20,309.95	0.00
		Earthwork Total				\$ 158,217.30			\$ 105,553.00	\$ 3,975.00	\$ 109,528.00	69%	\$ 48,689.30	\$ 10,952.80
		Paving On-Site												
XA800	50160	12" Stabilized Subgrade (FBV 50)	33295	SY	4.80	\$ 159,816.00			0.00	0.00	0.00	0%	159,816.00	0.00
XA800	51030	6" Soil Cement Base	32295	SY	16.00	\$ 518,720.00			0.00	0.00	0.00	0%	518,720.00	0.00
XA800	51060	8" Soil Cement Base	1000	SY	21.00	\$ 21,000.00			0.00	0.00	0.00	0%	21,000.00	0.00
XA800	52000	1.5" SP-9.5 Asphalt (Light Duty)	24159	SY	8.75	\$ 211,391.25			0.00	0.00	0.00	0%	211,391.25	0.00
XA800	52100	2" SP-12.5 Asphalt (Heavy Duty)	1962	SY	11.50	\$ 22,563.00			0.00	0.00	0.00	0%	22,563.00	0.00
XA800	55000	Striping & Signs (On-Site)	1	LS	52,100.00	\$ 52,100.00			0.00	0.00	0.00	0%	52,100.00	0.00
		Paving On-Site Total				\$ 983,590.25			\$ -	\$ 0.00	\$ 0.00	0%	\$ 983,590.25	\$ 0.00
		Sanitary Sewer System												
XA300	70100	Dewater Sanitary	5587	LF	10.50	\$ 58,663.50	5,587.000		58,663.50	0.00	58,663.50	100%	0.00	5,866.35
XA300	70505	8" PVC Gravity Sewer Main (0'-6")	3844	LF	18.00	\$ 61,504.00	1,876.000	2,168.00	26,816.00	34,888.00	61,504.00	100%	0.00	6,150.40
XA300	70510	8" PVC Gravity Sewer Main (6'-8")	951	LF	17.00	\$ 16,167.00	951.000		16,167.00	0.00	16,167.00	100%	0.00	1,616.70
XA300	70524	8" PVC Gravity Sewer Main (8'-10")	545	LF	20.00	\$ 10,900.00	545.000		10,900.00	0.00	10,900.00	100%	0.00	1,090.00
XA300	70525	8" PVC Gravity Sewer Main (10'-12")	247	LF	22.00	\$ 5,434.00	247.000		5,434.00	0.00	5,434.00	100%	0.00	543.40
XA300	71000	4' Diameter Manhole (0'-6")	18	EACH	4,000.00	\$ 72,000.00	8.000	8.00	32,000.00	32,000.00	64,000.00	89%	8,000.00	6,400.00
XA300	71005	4' Diameter Manhole (6'-8")	5	EACH	5,000.00	\$ 25,000.00	4.900		24,500.00	0.00	24,500.00	98%	500.00	2,460.00
XA300	71010	4' Diameter Manhole (8'-10")	2	EACH	5,990.00	\$ 11,980.00	1.900		11,381.00	0.00	11,381.00	95%	599.00	1,138.10
XA300	71013	4' Diameter Manhole (10'-12")	1	EACH	6,900.00	\$ 6,900.00	0.900		8,210.00	0.00	8,210.00	90%	680.00	621.00
XA300	71500	Single Service	19	EACH	521.00	\$ 9,899.00	13.000	3.00	8,773.00	1,583.00	8,336.00	84%	1,563.00	833.60
XA300	71510	Double Service	101	EACH	784.00	\$ 79,184.00	65.000	18.00	50,960.00	12,544.00	63,504.00	80%	16,680.00	6,360.40
XA300	76000	Gravity Main Air Testing	5587	LF	1.75	\$ 9,777.25			0.00	0.00	0.00	0%	9,777.25	0.00
XA300	76010	Gravity Main TV Testing	5587	LF	1.85	\$ 9,218.55			0.00	0.00	0.00	0%	9,218.55	0.00

Continuation Sheet

Page 2 of 3 Pages

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.16012
Tapestry Phase 2 - CO 23Application No: 5
Application Date: 10/25/2016
Period To: 10/31/2016

A	B				C			D	E	G		H		
ITEM NO.	VENDOR CODING	DESCRIPTION OF WORK	QTY.	U/M	Unit Price	SCHEDULED VALUE	QTY.'s INSTALLED PREVIOUS PERIODS	QTY.'s INSTALLED THIS PERIOD	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE (D+E)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
									FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
Sanitary Sewer SystemTotal						\$ 378,627.30			249,804.50	80,795.00	330,599.50	88%	46,027.80	33,059.95
		Storm Sewer System												
XA350	80100	Dewater Storm	5961	LF	10.50	\$ 62,590.50	5,961.000		82,590.50	0.00	82,590.50	100%	0.00	8,259.05
XA350	80200	Core & Conn Underdrain To Existing Storm Structure	4	EACH	1,410.00	\$ 5,640.00			0.00	0.00	0.00	0%	5,640.00	0.00
XA350	80405	Underdrain (4")	7782	LF	17.00	\$ 132,294.00			0.00	0.00	0.00	0%	132,294.00	0.00
XA350	80412	Underdrain Clean-Out (4")	40	EACH	194.00	\$ 7,760.00			0.00	0.00	0.00	0%	7,760.00	0.00
XA350	80910	15" RCP 0'-6' Deep	1965	LF	25.50	\$ 50,107.60	1,053.000	820.00	26,851.50	20,910.00	47,761.50	95%	2,346.00	4,776.15
XA350	80920	15" RCP 6'-10' Deep	120	LF	26.50	\$ 3,180.00	120.000		3,180.00	0.00	3,180.00	100%	0.00	318.00
XA350	81010	18" RCP 0'-6' Deep	645	LF	30.50	\$ 19,672.50	544.000	101.00	16,592.00	3,080.50	19,672.50	100%	0.00	1,967.25
XA350	81030	18" RCP 6'-10' Deep	123	LF	32.50	\$ 3,997.50		123.00	0.00	3,997.50	3,997.50	100%	0.00	399.75
XA350	81110	24" RCP 0'-6' Deep	550	LF	39.50	\$ 21,725.00	550.00		21,725.00	0.00	21,725.00	100%	0.00	2,172.50
XA350	81130	24" RCP 6'-10' Deep	630	LF	40.50	\$ 25,515.00	258.00	372.00	10,449.00	15,066.00	25,515.00	100%	0.00	2,551.50
XA350	81210	30" RCP 0'-8' Deep	420	LF	52.00	\$ 21,840.00	420.00		21,840.00	0.00	21,840.00	100%	0.00	2,184.00
XA350	81240	30" RCP 10'-14' Deep	255	LF	55.00	\$ 14,025.00	255.00		14,025.00	0.00	14,025.00	100%	0.00	1,402.50
XA350	81310	36" RCP 0'-8' Deep	758	LF	68.00	\$ 51,544.00	637.00	121.00	43,318.00	8,228.00	51,544.00	100%	0.00	5,154.40
XA350	81410	42" RCP 6'-10' Deep	40	LF	83.00	\$ 3,320.00		40.00	0.00	3,320.00	3,320.00	100%	0.00	332.00
XA350	81510	48" RCP 0'-8' Deep	462	LF	102.00	\$ 47,124.00	284.00	178.00	28,968.00	18,156.00	47,124.00	100%	0.00	4,712.40
XA350	83545	P-5 Curb Inlet	36	EACH	3,150.00	\$ 113,400.00	18.00	20.00	50,400.00	63,000.00	113,400.00	100%	0.00	11,340.00
XA350	83550	J-5 Curb Inlet	7	EACH	4,250.00	\$ 29,750.00	3.25	2.00	13,812.50	8,500.00	22,312.50	75%	7,437.50	2,231.25
XA350	83555	P-6 Curb Inlet	15	EACH	3,580.00	\$ 53,400.00	7.00	4.25	24,920.00	15,130.00	40,050.00	75%	13,350.00	4,005.00
XA350	83580	J-6 Curb Inlet	3	EACH	4,630.00	\$ 13,890.00	1.40	0.85	6,482.00	3,935.50	10,417.50	75%	3,472.50	1,041.75
XA350	84000	P Manhole	4	EACH	2,100.00	\$ 8,400.00	1.75	1.25	3,675.00	2,625.00	6,300.00	75%	2,100.00	830.00
XA350	84010	J Manhole	7	EACH	3,620.00	\$ 25,340.00	3.15	2.10	11,403.00	7,602.00	19,005.00	75%	6,335.00	1,900.50
XA350	86000	Clean And Lamp	5961	LF	1.05	\$ 6,259.05			0.00	0.00	0.00	0%	6,259.05	0.00
Storm Sewer SystemTotal						\$ 720,774.05	-		360,229.50	173,550.50	533,780.00	74%	166,994.05	53,378.00
		Water System												
XA400	90200	Connect To Existing Gate Valve	7	EACH	965.00	\$ 6,755.00		2.00	0.00	1,930.00	1,930.00	29%	4,825.00	193.00
XA400	90710	8" DR-18 Watermain	8440	LF	17.50	\$ 112,700.00	2,195.000	3,000.00	38,412.50	52,500.00	90,912.50	81%	21,787.50	9,091.25
XA400	92000	Fire Hydrant Assy	15	EACH	3,950.00	\$ 59,250.00		10.00	0.00	39,500.00	39,500.00	67%	19,750.00	3,950.00
XA400	92500	Fittings & Restraints - Water	1	LS	38,200.00	\$ 38,200.00		0.40	0.00	15,280.00	15,280.00	40%	22,920.00	1,528.00
XA400	92540	8" Gate Valve	38	EACH	1,640.00	\$ 82,320.00		20.00	0.00	32,800.00	32,800.00	53%	29,520.00	3,280.00
XA400	92585	2" Blow Off Valve	4	EACH	745.00	\$ 2,980.00			0.00	0.00	0.00	0%	2,980.00	0.00
XA400	93010	Single Service	63	EACH	404.00	\$ 25,452.00		20.00	0.00	8,080.00	8,080.00	32%	17,372.00	808.00
XA400	93020	Double Service	84	EACH	765.00	\$ 64,260.00		24.00	0.00	18,360.00	18,360.00	29%	45,900.00	1,836.00
XA400	98010	Temp Jumper	2	EACH	1,200.00	\$ 2,400.00		1.50	0.00	1,800.00	1,800.00	75%	600.00	180.00
XA400	98020	Sample Point	10	EACH	161.00	\$ 1,610.00			0.00	0.00	0.00	0%	1,610.00	0.00
XA400	98030	Test and Chlorinate	6440	LF	0.98	\$ 6,311.20			0.00	0.00	0.00	0%	6,311.20	0.00
Water System Total						\$ 382,238.20			38,412.50	170,250.00	208,662.50	58%	173,575.70	20,868.25
		Reclaim Water System												
XA500	100200	Connect To Existing Gate Valve	8	EACH	951.00	\$ 5,706.00		2.00	0.00	1,902.00	1,902.00	33%	3,804.00	190.20
XA500	100510	4" DR-18 Reclaim Watermain	5920	LF	10.00	\$ 59,200.00	1,270.000	3,000.00	12,700.00	30,000.00	42,700.00	72%	16,500.00	4,270.00
XA500	102500	Fittings And Restraints - Reuse	1	LS	14,800.00	\$ 14,800.00		0.40	0.00	5,840.00	5,840.00	40%	8,760.00	584.00
XA500	102580	2" Blow Off Valve	4	EACH	737.00	\$ 2,948.00			0.00	0.00	0.00	0%	2,948.00	0.00

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.18012
Tapestry Phase 2 - CO 23

Page 3 of 3 Pages

Application No: 5
Application Date: 10/25/2016
Period To: 10/31/2016

A ITEM NO.	B VENDOR CODING	C DESCRIPTION OF WORK	D QTY.	E U/M	F Unit Price	G SCHEDULED VALUE	H QTY.'s INSTALLED PREVIOUS PERIODS	I QTY.'s INSTALLED THIS PERIOD	J WORK COMPLETED		K TOTAL COMPLETED AND STORED TO DATE (D+E)	L % (G + C)	M BALANCE TO FINISH (C - G)	N RETAINAGE
									O FROM PREVIOUS APPLICATION (D+E)	P THIS PERIOD				
XA500	103000	Single Service	28	EACH	386.00	\$ 10,808.00		8.00	0.00	2,318.00	2,318.00	21%	8,492.00	231.60
XA500	103010	Double Service	64	EACH	768.00	\$ 49,152.00		60.00	0.00	46,080.00	46,080.00	94%	3,072.00	4,808.00
XA500	106010	Testing	5920	LF	0.77	\$ 4,558.40			0.00	0.00	0.00	0%	4,558.40	0.00
Reclaim Water System Total						\$ 148,972.40			12,708.00	86,138.00	98,838.00	67%	48,134.40	9,883.80
Concrete Work														
XA750	110510	A Curb	435	LF	12.50	\$ 5,437.50			0.00	0.00	0.00	0%	5,437.50	0.00
XA750	110530	F Curb	7357	LF	11.00	\$ 80,927.00			0.00	0.00	0.00	0%	80,927.00	0.00
XA750	110540	2' Miami Curb	11373	LF	9.30	\$ 105,768.90			0.00	0.00	0.00	0%	105,768.90	0.00
XA750	110560	12" Ribbon Curb	455	LF	14.50	\$ 6,597.50			0.00	0.00	0.00	0%	6,597.50	0.00
XA750	111020	4' Sidewalk	1408	LF	16.00	\$ 22,496.00			0.00	0.00	0.00	0%	22,496.00	0.00
XA750	111500	Handicap Ramp W/ Detectable Warning	43	EACH	797.00	\$ 34,271.00			0.00	0.00	0.00	0%	34,271.00	0.00
Concrete Work Total						\$ 255,497.90			0.00	0.00	0.00	0%	255,497.90	0.00
Grassing														
XA150	120002	Temp Seed & Mulch Lots	119754	SY	0.31	\$ 37,123.74			0.00	0.00	0.00	0%	37,123.74	0.00
XA150	120030	Sod 2 Strips Behind Curbs	3509	SY	1.95	\$ 6,842.55			0.00	0.00	0.00	0%	6,842.55	0.00
XA150	120040	Sod Island	119	SY	1.95	\$ 232.05			0.00	0.00	0.00	0%	232.05	0.00
XA150	120040	Sod Tract	3242	SY	1.95	\$ 6,321.90			0.00	0.00	0.00	0%	6,321.90	0.00
Grassing Total						\$ 50,520.24			0.00	0.00	0.00	0%	50,520.24	0.00
Change Orders														
CO 025 KUA & MISC SLEEVES														
01070-25		SURVEY & AS-BUILTS	1	LS	2,075.00	\$ 2,075.00		0.25	0.00	518.75	518.75	25%	1,556.25	51.88
05600-25		2" GREY SCH 40 CONDUIT (KUA) W/CAPS	900	LF	10.00	\$ 9,000.00		70.00	0.00	700.00	700.00	8%	8,300.00	70.00
05600-25		4" GREY SCH 40 CONDUIT (KUA) W/CAPS	1300	LF	9.10	\$ 11,830.00		700.00	0.00	6,370.00	6,370.00	54%	5,460.00	537.00
05600-25		4" WHITE SCH 40 CONDUIT (MISC) W/CAPS	4400	LF	4.75	\$ 20,900.00		1,400.00	0.00	6,850.00	6,850.00	32%	14,250.00	885.00
05600-25		MARKER BALLS	62	EA	12.50	\$ 775.00		45.00	0.00	582.50	582.50	73%	212.50	56.25
Sub Total						\$ 44,580.00			0.00	14,801.25	14,801.25	33%	28,778.75	1,480.13
Grand Total						\$ 3,255,894.00			841,475.02	549,271.93	1,390,748.95	43%	1,864,947.05	139,074.70

FI-11-12

Hello, All XFO50

Can you please
identify which
activity on # go
w/ the change orders
changes

L-# 4161

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

P U R C H A S E O R D E R

Number: 00205806 Date: 11/15/2016 Plan Details

For: (XF050) Electrical Distribution STANDARD Revised: __/__/__

To: 00461-Jon M Hall Company Ship To: L1002/002/0000 Lot/Block
1920 Boothe Circle #230 Tapestry
Longwood, FL 32750 Tapestry Ph 2 Land Costs
Kissimmee, FL 34746

Group: 135 CO: F.O.B.:
Will Call To Verify Ship Date Ship Via:
Date Required: __/__/__ (Estimated)
Superintendent: Payment Terms: semi-monthly

Resource/Use Description	Unit	Quantity	Price	Extension
0 Land Dev. Costs	bid	1.00	44,580.000	44,580.00

Sub-Total	44,580.00
Sales Tax	0.00
Total Amt	44,580.00

Authorized Signature:	Vendor/Sub-Contractor:	Approved For Payment:
By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 1 Pages

TO OWNER:
Mallamy (Jacksonville) Partnership, Inc.
1900 Summit Tower, Blvd, Suite 500
Orlando, Florida 32810

PROJECT:
Tapestry Phase 2 - 0022 CO
16012

APPLICATION NO.: 5
APPLICATION DATE: 10/25/2016
PERIOD TO: 10/31/2016

DISTRIBUTION TO:
☐ OWNER
☐ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Jon M. Hall Company
1920 Boothe Circle, Suite 110
Longwood, FL 32750
PH:407-215-0410

VIA ENGINEER:

CONTRACT DATE:

Charles Luscomb
L1002/002

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM	\$ 3,211,114.00
2. Net change by Change Orders	\$ 44,580.00
3. Contract Sum To Date (line 1+2)	\$ 3,255,694.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	\$ 1,390,746.95
5. RETAINAGE: a. 10% of completed work	\$ 139,074.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 1,251,672.26
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 757,327.52
8. CURRENT PAYMENT DUE	\$ 494,344.74
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$ 2,004,021.74

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month	44,580.00	
TOTALS	44,580.00	-
NET CHANGES by Change Order	\$44,580.00	

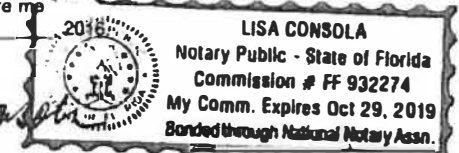
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates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

CONTRACTOR: Jon M. Hall Company

By: *John Donaldson* Date: October 25, 2016
John Donaldson / Project Manager

State of: FLORIDA
County of: SEMINOLE
Subscribed and sworn to before me
this 25 day of Oct 2016

Notary Public:
My Commission expires:



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract

Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ **Date:** _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer:

By: _____ Date: _____

Continuation Sheet

Page 1 of 3 Pages

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.18012
Tapestry Phase 2 - CO 23Application No: 5
Application Date: 10/25/2016
Period To: 10/31/2016

A ITEM NO.	B VENDOR CODING	C DESCRIPTION OF WORK	D QTY.	E U/M	F Unit Price	G SCHEDULED VALUE	H QTY.'s INSTALLED PREVIOUS PERIODS	I QTY.'s INSTALLED THIS PERIOD	J WORK COMPLETED		K TOTAL COMPLETED AND STORED TO DATE (D+E)	L % (G + C)	M BALANCE TO FINISH (C - G)	N RETAINAGE
									O FROM PREVIOUS APPLICATION (D+E)	P THIS PERIOD				
		Mobilization & General Conditions												
XA100	10300	Jobsite Facilities	1	LS	\$ 4,920.00	\$ 4,920.00	0.55	0.15	2,708.00	738.00	3,444.00	70%	1,478.00	344.40
XA100	10500	Supervision	1	LS	\$ 15,000.00	\$ 15,000.00	0.55	0.15	8,250.00	2,250.00	10,500.00	70%	4,500.00	1,050.00
XA270	10600	Geotechnical Testing	1	LS	\$ 60,000.00	\$ 60,000.00	0.55	0.15	33,000.00	9,000.00	42,000.00	70%	18,000.00	4,200.00
XA270	10710	Survey & As-Built	1	LS	\$ 29,399.86	\$ 29,399.86	0.55	0.15	16,169.92	4,409.98	20,579.90	70%	8,819.98	2,057.99
XA110	10902	Construction Entrance (Medium Use)	2	EACH	\$ 5,607.00	\$ 11,214.00	0.80	0.60	4,485.60	3,364.20	7,849.80	70%	3,364.20	784.98
XA110	10910	SW Fence	11,610	LF	\$ 1.05	\$ 12,190.50	9,400.00		9,870.00	0.00	9,870.00	81%	2,320.50	987.00
XA110	10940	Inlet Protection	4	EACH	\$ 98.00	\$ 392.00	3.00		294.00	0.00	294.00	75%	98.00	29.40
XA110	10950	Floating Turbidity Barrier	400	LF	\$ 8.90	\$ 3,560.00			0.00	0.00	0.00	0%	3,560.00	0.00
		Mob & Gen Cond Total				\$ 138,878.38			\$ 74,775.52	\$ 19,782.18	\$ 94,537.70	89%	\$ 42,138.68	\$ 9,453.77
		Earthwork												
XA150	30500	Site Excavation (Cut To Fill Single Family)	16983	BCY	2.35	\$ 39,910.05	16,900.00		39,715.00	0.00	39,715.00	100%	195.05	3,971.50
XA150	30500	Site Excavation (Cut To Fill Townhomes)	5030	BCY	2.35	\$ 11,820.50	5,030.00		11,820.50	0.00	11,820.50	100%	0.00	1,182.05
XA150	30500	Site Excavation (Cut To Fill Townhomes To Single Family)	10970	BCY	2.75	\$ 30,167.50	10,970.00		30,167.50	0.00	30,167.50	100%	0.00	3,016.75
XA150	32520	Backfill Curbs / Grade ROW (Subdiv)	3509	SY	0.52	\$ 1,824.88			0.00	0.00	0.00	0%	1,824.68	0.00
XA150	32530	Finegrade Island	119	SY	0.65	\$ 77.35			0.00	0.00	0.00	0%	77.35	0.00
XA150	32530	Finegrade Tracts	3242	SY	0.26	\$ 842.92			0.00	0.00	0.00	0%	842.92	0.00
XA150	32531	Finegrade ROW	25439	SY	0.65	\$ 16,535.35			0.00	0.00	0.00	0%	16,535.35	0.00
XA150	33000	Grade Lots / Building Pads (119,754 SY)	231	EACH	159.00	\$ 36,729.00	150.000	25.00	23,850.00	3,975.00	27,825.00	76%	8,904.00	2,782.50
XA150	33500	Rough Grade Pavement Box	33295	SY	0.61	\$ 20,309.95			0.00	0.00	0.00	0%	20,309.95	0.00
		Earthwork Total				\$ 158,217.30			\$ 105,553.00	\$ 3,975.00	\$ 109,528.00	69%	\$ 48,689.30	\$ 10,952.80
		Paving On-Site												
XA800	50160	12" Stabilized Subgrade (FBV 50)	33295	SY	4.80	\$ 159,816.00			0.00	0.00	0.00	0%	159,816.00	0.00
XA800	51030	6" Soil Cement Base	32295	SY	16.00	\$ 516,720.00			0.00	0.00	0.00	0%	516,720.00	0.00
XA800	51060	8" Soil Cement Base	1000	SY	21.00	\$ 21,000.00			0.00	0.00	0.00	0%	21,000.00	0.00
XA800	52000	1.5" SP-9.5 Asphalt (Light Duty)	24159	SY	8.75	\$ 211,391.25			0.00	0.00	0.00	0%	211,391.25	0.00
XA800	52100	2" SP-12.5 Asphalt (Heavy Duty)	1962	SY	11.50	\$ 22,563.00			0.00	0.00	0.00	0%	22,563.00	0.00
XA800	55000	Striping & Signs (On-Site)	1	LS	52,100.00	\$ 52,100.00			0.00	0.00	0.00	0%	52,100.00	0.00
		Paving On-Site Total				\$ 983,590.25			\$ -	\$ 0.00	\$ 0.00	0%	\$ 983,590.25	\$ 0.00
		Sanitary Sewer System												
XA300	70100	Dewater Sanitary	5587	LF	10.50	\$ 58,663.50	5,587.000		58,663.50	0.00	58,663.50	100%	0.00	5,866.35
XA300	70505	8" PVC Gravity Sewer Main (0'-6')	3844	LF	16.00	\$ 61,504.00	1,878.000	2,160.00	26,816.00	34,688.00	61,504.00	100%	0.00	6,150.40
XA300	70510	8" PVC Gravity Sewer Main (6'-8')	951	LF	17.00	\$ 16,167.00	951.000		16,167.00	0.00	16,167.00	100%	0.00	1,616.70
XA300	70524	8" PVC Gravity Sewer Main (8'-10")	545	LF	20.00	\$ 10,900.00	545.000		10,900.00	0.00	10,900.00	100%	0.00	1,090.00
XA300	70525	8" PVC Gravity Sewer Main (10'-12")	247	LF	22.00	\$ 5,434.00	247.000		5,434.00	0.00	5,434.00	100%	0.00	543.40
XA300	71000	4' Diameter Manhole (0'-6')	18	EACH	4,000.00	\$ 72,000.00	8.000	8.00	32,000.00	32,000.00	64,000.00	89%	8,000.00	6,400.00
XA300	71005	4' Diameter Manhole (6'-8')	5	EACH	5,000.00	\$ 25,000.00	4.900		24,500.00	0.00	24,500.00	98%	500.00	2,450.00
XA300	71010	4' Diameter Manhole (8'-10')	2	EACH	5,990.00	\$ 11,980.00	1.900		11,381.00	0.00	11,381.00	95%	599.00	1,138.10
XA300	71013	4' Diameter Manhole (10'-12')	1	EACH	6,900.00	\$ 6,900.00	0.900		6,210.00	0.00	6,210.00	90%	890.00	821.00
XA300	71500	Single Service	19	EACH	521.00	\$ 9,899.00	13.000	3.00	6,773.00	1,563.00	8,336.00	84%	1,563.00	833.60
XA300	71510	Double Service	101	EACH	784.00	\$ 79,184.00	65.000	16.00	50,960.00	12,544.00	63,504.00	80%	16,680.00	6,350.40
XA300	78000	Gravity Main Air Testing	5587	LF	1.75	\$ 9,777.25			0.00	0.00	0.00	0%	9,777.25	0.00
XA300	78010	Gravity Main TV Testing	5587	LF	1.85	\$ 9,218.55			0.00	0.00	0.00	0%	9,218.55	0.00

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.

16012
Tapestry Phase 2 - CO 23

Page 2 of 3 Pages

Application No: 5
Application Date: 10/25/2016
Period To: 10/31/2016

A	B				C			D	E	G		H		
ITEM NO.	VENDOR CODING	DESCRIPTION OF WORK	QTY.	U/M	Unit Price	SCHEDULED VALUE	QTY.'s INSTALLED PREVIOUS PERIODS	QTY.'s INSTALLED THIS PERIOD	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE (D+E)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
									FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
Sanitary Sewer SystemTotal						\$ 378,627.30			249,804.50	80,795.00	330,599.50	88%	46,027.80	33,089.95
		Storm Sewer System												
XA350	80100	Dewater Storm	5961	LF	10.50	\$ 62,590.50	5,961.000		82,590.50	0.00	82,590.50	100%	0.00	6,269.05
XA350	80200	Core & Conn Underdrain To Existing Storm Structure	4	EACH	1,410.00	\$ 5,640.00			0.00	0.00	0.00	0%	5,640.00	0.00
XA350	80405	Underdrain (4")	7782	LF	17.00	\$ 132,294.00			0.00	0.00	0.00	0%	132,294.00	0.00
XA350	80412	Underdrain Clean-Out (4")	40	EACH	194.00	\$ 7,760.00			0.00	0.00	0.00	0%	7,760.00	0.00
XA350	80910	15" RCP 0'-8' Deep	1965	LF	25.50	\$ 50,107.50	1,053.000	820.00	26,851.50	20,910.00	47,761.50	95%	2,348.00	4,776.15
XA350	80920	15" RCP 6'-10' Deep	120	LF	26.50	\$ 3,180.00	120.000		3,180.00	0.00	3,180.00	100%	0.00	318.00
XA350	61010	18" RCP 0'-6' Deep	845	LF	30.50	\$ 19,672.50	544.000	101.00	16,592.00	3,080.50	19,672.50	100%	0.00	1,967.25
XA350	81030	18" RCP 6'-10' Deep	123	LF	32.50	\$ 3,997.50		123.00	0.00	3,997.50	3,997.50	100%	0.00	399.75
XA350	81110	24" RCP 0'-8' Deep	550	LF	39.50	\$ 21,725.00	550.00		21,725.00	0.00	21,725.00	100%	0.00	2,172.50
XA350	81130	24" RCP 6'-10' Deep	630	LF	40.50	\$ 25,515.00	258.00	372.00	10,449.00	15,066.00	25,515.00	100%	0.00	2,551.50
XA350	81210	30" RCP 0'-8' Deep	420	LF	52.00	\$ 21,840.00	420.00		21,840.00	0.00	21,840.00	100%	0.00	2,184.00
XA350	81240	30" RCP 10'-14' Deep	255	LF	55.00	\$ 14,025.00	255.00		14,025.00	0.00	14,025.00	100%	0.00	1,402.50
XA350	81310	36" RCP 0'-8' Deep	758	LF	68.00	\$ 51,544.00	637.00	121.00	43,318.00	8,228.00	51,544.00	100%	0.00	5,154.40
XA350	81410	42" RCP 6'-10' Deep	40	LF	83.00	\$ 3,320.00		40.00	0.00	3,320.00	3,320.00	100%	0.00	332.00
XA350	81510	48" RCP 0'-8' Deep	462	LF	102.00	\$ 47,124.00	284.00	178.00	28,968.00	18,156.00	47,124.00	100%	0.00	4,712.40
XA350	83545	P-5 Curb Inlet	38	EACH	3,150.00	\$ 113,400.00	16.00	20.00	50,400.00	63,000.00	113,400.00	100%	0.00	11,340.00
XA350	83550	J-5 Curb Inlet	7	EACH	4,250.00	\$ 29,750.00	3.25	2.00	13,812.50	8,500.00	22,312.50	75%	7,437.50	2,231.25
XA350	83555	P-6 Curb Inlet	15	EACH	3,580.00	\$ 53,400.00	7.00	4.25	24,920.00	15,130.00	40,050.00	75%	13,350.00	4,005.00
XA350	83560	J-6 Curb Inlet	3	EACH	4,630.00	\$ 13,890.00	1.40	0.85	6,482.00	3,935.50	10,417.50	75%	3,472.50	1,041.75
XA350	84000	P Manhole	4	EACH	2,100.00	\$ 8,400.00	1.75	1.25	3,675.00	2,625.00	6,300.00	75%	2,100.00	630.00
XA350	84010	J Manhole	7	EACH	3,620.00	\$ 25,340.00	3.15	2.10	11,403.00	7,602.00	19,005.00	75%	6,335.00	1,800.50
XA350	86000	Clean And Lamp	5961	LF	1.05	\$ 6,259.05			0.00	0.00	0.00	0%	6,259.05	0.00
Storm Sewer SystemTotal						\$ 720,774.05	-		380,229.50	173,550.50	553,780.00	74%	166,994.05	53,378.00
		Water System												
XA400	90200	Connect To Existing Gate Valve	7	EACH	965.00	\$ 8,755.00		2.00	0.00	1,930.00	1,930.00	29%	4,825.00	193.00
XA400	90710	8" DR-18 Watermain	6440	LF	17.50	\$ 112,700.00	2,195.000	3,000.00	38,412.50	52,500.00	90,912.50	81%	21,787.50	9,091.25
XA400	92000	Fire Hydrant Assy	15	EACH	3,950.00	\$ 59,250.00		10.00	0.00	39,500.00	39,500.00	67%	19,750.00	3,950.00
XA400	92500	Fittings & Restraints - Water	1	LS	38,200.00	\$ 38,200.00		0.40	0.00	15,280.00	15,280.00	40%	22,920.00	1,528.00
XA400	92540	8" Gate Valve	38	EACH	1,840.00	\$ 82,320.00		20.00	0.00	32,800.00	32,800.00	53%	29,520.00	3,280.00
XA400	92565	2" Blow Off Valve	4	EACH	745.00	\$ 2,980.00			0.00	0.00	0.00	0%	2,980.00	0.00
XA400	93010	Single Service	63	EACH	404.00	\$ 25,452.00		20.00	0.00	8,080.00	8,080.00	32%	17,372.00	808.00
XA400	93020	Double Service	84	EACH	765.00	\$ 64,260.00		24.00	0.00	18,360.00	18,360.00	29%	45,900.00	1,836.00
XA400	98010	Temp Jumper	2	EACH	1,200.00	\$ 2,400.00		1.50	0.00	1,800.00	1,800.00	75%	600.00	180.00
XA400	98020	Sample Point	10	EACH	161.00	\$ 1,610.00			0.00	0.00	0.00	0%	1,610.00	0.00
XA400	98030	Test and Chlorinate	6440	LF	0.98	\$ 6,311.20			0.00	0.00	0.00	0%	6,311.20	0.00
Water System Total						\$ 382,236.20			38,412.50	170,250.00	208,662.50	58%	173,575.70	20,866.25
		Reclaim Water System												
XA500	100200	Connect To Existing Gate Valve	6	EACH	951.00	\$ 5,706.00		2.00	0.00	1,902.00	1,902.00	33%	3,804.00	190.20
XA500	100510	4" DR-18 Reclaim Watermain	5920	LF	10.00	\$ 59,200.00	1,270.000	3,000.00	12,700.00	30,000.00	42,700.00	72%	16,500.00	4,270.00
XA500	102500	Fittings And Restraints - Reuse	1	LS	14,800.00	\$ 14,800.00		0.40	0.00	5,840.00	5,840.00	40%	8,780.00	584.00
XA500	102560	2" Blow Off Valve	4	EACH	737.00	\$ 2,948.00			0.00	0.00	0.00	0%	2,948.00	0.00

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.18012
Tapestry Phase 2 - CO 23

Page 3 of 3 Pages

Application No: 5
Application Date: 10/25/2016
Period To: 10/31/2016

A ITEM NO.	B VENDOR CODING	C DESCRIPTION OF WORK	D QTY.	E U/M	F Unit Price	G SCHEDULED VALUE	H QTY.'s INSTALLED PREVIOUS PERIODS	I QTY.'s INSTALLED THIS PERIOD	J WORK COMPLETED		K TOTAL COMPLETED AND STORED TO DATE (D+E)	L % (G + C)	M BALANCE TO FINISH (C - G)	N RETAINAGE
									O FROM PREVIOUS APPLICATION (D+E)	P THIS PERIOD				
XA500	103000	Single Service	28	EACH	388.00	\$ 10,808.00		6.00	0.00	2,316.00	2,316.00	21%	8,492.00	231.60
XA500	103010	Double Service	64	EACH	768.00	\$ 49,152.00		60.00	0.00	48,080.00	48,080.00	94%	3,072.00	4,808.00
XA500	106010	Testing	5820	LF	0.77	\$ 4,558.40			0.00	0.00	0.00	0%	4,558.40	0.00
Reclaim Water System Total						\$ 146,972.40			12,700.00	68,136.00	98,836.00	87%	48,136.40	9,883.60
Concrete Work														
XA750	110510	A Curb	436	LF	12.50	\$ 5,437.50			0.00	0.00	0.00	0%	5,437.50	0.00
XA750	110530	F Curb	7357	LF	11.00	\$ 80,927.00			0.00	0.00	0.00	0%	80,927.00	0.00
XA750	110540	2' Miami Curb	11373	LF	9.30	\$ 105,768.90			0.00	0.00	0.00	0%	105,768.90	0.00
XA750	110560	12" Ribbon Curb	455	LF	14.50	\$ 6,597.50			0.00	0.00	0.00	0%	6,597.50	0.00
XA750	111020	4' Sidewalk	1408	LF	16.00	\$ 22,496.00			0.00	0.00	0.00	0%	22,496.00	0.00
XA750	111500	Handicap Ramp W/ Detectable Warning	43	EACH	797.00	\$ 34,271.00			0.00	0.00	0.00	0%	34,271.00	0.00
Concrete Work Total						\$ 255,497.90			0.00	0.00	0.00	0%	255,497.90	0.00
Grassing														
XA150	120002	Temp Seed & Mulch Lots	119754	SY	0.31	\$ 37,123.74			0.00	0.00	0.00	0%	37,123.74	0.00
XA150	120030	Sod 2 Strips Behind Curbs	3509	SY	1.95	\$ 6,842.55			0.00	0.00	0.00	0%	6,842.55	0.00
XA150	120040	Sod Island	119	SY	1.95	\$ 232.05			0.00	0.00	0.00	0%	232.05	0.00
XA150	120040	Sod Tract	3242	SY	1.95	\$ 6,321.90			0.00	0.00	0.00	0%	6,321.90	0.00
Grassing Total						\$ 50,520.24			0.00	0.00	0.00	0%	50,520.24	0.00
Change Orders														
CO 025 KUA & MISC SLEEVES														
01070-25		SURVEY & AS-BUILTS	1	LS	2,075.00	\$ 2,075.00		0.25	0.00	518.75	518.75	25%	1,556.25	51.88
05800-25		2" GREY SCH 40 CONDUIT (KUA) W/CAPS	900	LF	10.00	\$ 9,000.00		70.00	0.00	700.00	700.00	8%	8,300.00	70.00
05600-25		4" GREY SCH 40 CONDUIT (KUA) W/CAPS	1300	LF	9.10	\$ 11,830.00		700.00	0.00	6,370.00	6,370.00	54%	5,460.00	637.00
05800-25		4" WHITE SCH 40 CONDUIT (MISC) W/CAPS	4400	LF	4.75	\$ 20,900.00		1,400.00	0.00	6,850.00	6,850.00	32%	14,250.00	685.00
05800-25		MARKER BALLS	62	EA	12.50	\$ 775.00		45.00	0.00	582.50	582.50	73%	212.50	56.25
Change Orders Total						\$ 44,580.00			0.00	14,801.25	14,801.25	33%	29,778.75	1,480.13
Grand Total						\$ 3,255,694.00			841,475.02	549,271.93	1,390,746.95	43%	1,864,947.05	139,074.70

11-11-16
 KUA, ALL XFO50
 Can you please
 identify which
 activity line # go
 with the change orders
 having
 been

L# 4161
 11-11-16

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

P U R C H A S E O R D E R

Number: 00205806 Date: 11/15/2016 Plan Details

For: (XF050) Electrical Distribution STANDARD Revised: __/__/__

To: 00461-Jon M Hall Company Ship To: L1002/002/0000 Lot/Block
1920 Boothe Circle #230 Tapestry
Longwood, FL 32750 Tapestry Ph 2 Land Costs
Kissimmee, FL 34746

Group: 135 CO: F.O.B.:
Will Call To Verify Ship Date Ship Via:
Date Required: __/__/__ (Estimated)
Superintendent: Payment Terms: semi-monthly

Resource/Use Description	Unit	Quantity	Price	Extension
0 Land Dev. Costs	bid	1.00	44,580.000	44,580.00

Sub-Total	44,580.00
Sales Tax	0.00
Total Amt	44,580.00

Authorized Signature:	Vendor/Sub-Contractor:	Approved For Payment:
By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 1 Pages

TO OWNER:
Maltamy (Jacksonville) Partnership, Inc.
1900 Summit Tower, Blvd, Suite 500
Orlando, Florida 32810

PROJECT:
Tapestry Phase 2 - 00-20
16012

APPLICATION NO.: 5
APPLICATION DATE: 10/25/2016
PERIOD TO: 10/31/2016

DISTRIBUTION TO:
☐ OWNER
☐ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Jon M. Hall Company
1920 Boothe Circle, Suite 110
Longwood, FL 32750
PH:407-215-0410

VIA ENGINEER:

CONTRACT DATE:

Charles Luscomb
L1002/002

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM	\$ 3,211,114.00
2. Net change by Change Orders	\$ 44,580.00
3. Contract Sum To Date (line 1+2)	\$ 3,255,694.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	\$ 1,390,746.95
5. RETAINAGE: a. 10% of completed work	\$ 139,074.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 1,251,672.26
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 757,327.52
8. CURRENT PAYMENT DUE	\$ 494,344.74
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$ 2,004,021.74

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month	44,580.00	
TOTALS	44,580.00	-
NET CHANGES by Change Order	\$44,580.00	

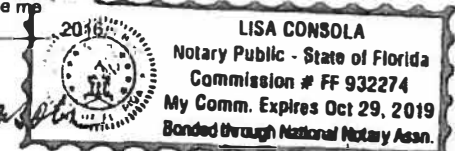
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates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

CONTRACTOR: Jon M. Hall Company

By: *John Donaldson* Date: October 25, 2016
John Donaldson, Project Manager

State of: FLORIDA
County of: SEMINOLE
Subscribed and sworn to before me
this 25 day of Oct 2016

Notary Public
My Commission expires:



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract

Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED Date:
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer :
By: Date:

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.18012
Tapestry Phase 2 - 6024 CO24

Page 3 of 4 Pages

Application No. 8
Application Date 1/25/2017
Period To: 1/31/2016

A ITEM NO	B VENDOR CODING	C DESCRIPTION OF WORK	D QTY	E U/M	F Unit Price	G SCHEDULED VALUE	H QTY'S INSTALLED PREVIOUS PERIODS	I QTY'S INSTALLED THIS PERIOD	J WORK COMPLETED		K TOTAL COMPLETED AND STORED TO DATE (D+E)	L % (G + C)	M BALANCE TO FINISH (C - G)	N RETAINAGE
									O FROM PREVIOUS APPLICATION (D+E)	P THIS PERIOD				
XA500	103000	Single Service	28	EACH	386.00	\$ 10,808.00	28,000		10,808.00	0.00	10,808.00	100%	0.00	1,080.80
XA500	103010	Double Service	64	EACH	768.00	\$ 49,152.00	64,000		49,152.00	0.00	49,152.00	100%	0.00	4,915.20
XA500	106010	Testing	5920	LF	0.77	\$ 4,558.40	4,420,000	1,500.00	3,403.40	1,155.00	4,558.40	100%	0.00	455.84
Reclaim Water System Total						\$ 146,972.40			142,866.40	4,103.00	146,972.40	100%	0.00	14,887.24
Concrete Work														
XA750	110510	A Curb	435	LF	12.50	\$ 5,437.50	290,000	145.00	3,625.00	1,812.50	5,437.50	100%	0.00	543.75
XA750	110530	F Curb	7357	LF	11.00	\$ 80,927.00	7,000,000	357.00	77,000.00	3,927.00	80,927.00	100%	0.00	8,082.70
XA750	110540	2" Miami Curb	11373	LF	9.30	\$ 105,768.90	11,000,000	373.00	102,300.00	3,468.90	105,768.90	100%	0.00	10,576.89
XA750	110580	12" Ribbon Curb	455	LF	14.50	\$ 8,597.50		455.00	0.00	8,597.50	8,597.50	100%	0.00	859.75
XA750	111070	4" Sidewalk	1406	LF	18.00	\$ 22,498.00		1,406.00	0.00	22,498.00	22,498.00	100%	0.00	2,249.80
XA750	111500	Handicap Ramp W/ Detectable Warning	43	EACH	797.00	\$ 34,271.00		43.00	0.00	34,271.00	34,271.00	100%	0.00	3,427.10
Concrete Work Total						\$ 255,497.90			182,925.00	72,572.90	255,497.90	100%	0.00	25,549.79
Grassing														
XA150	120002	Temp Seed & Mulch Lots	119754	SY	0.31	\$ 37,123.74			0.00	0.00	0.00	0%	37,123.74	0.00
XA150	120030	Sod 2 Strips Behind Curbs	3509	SY	1.95	\$ 6,842.55			0.00	0.00	0.00	0%	6,842.55	0.00
XA150	120040	Sod Island	119	SY	1.95	\$ 232.05			0.00	0.00	0.00	0%	232.05	0.00
XA150	120040	Sod Tract	3242	SY	1.95	\$ 6,321.90			0.00	0.00	0.00	0%	6,321.90	0.00
Grassing Total						\$ 50,520.24			0.00	0.00	0.00	0%	50,520.24	0.00
Change Orders														
CO #24 PLAN REVISION BID SET TO STAMPED SET														
AA30	0810-24	DEWATER STORM	52	LF	10.50	\$ 546.00	52,000		546.00	0.00	546.00	100%	0.00	54.60
	08150-24	15" RCP	-3	LF	26.50	\$ (79.50)	(2,868.00)		-76.50	-3.00	-79.50	100%	0.00	-7.95
	08180-24	18" RCP	29	LF	30.50	\$ 884.50	29,000		884.50	0.00	884.50	100%	0.00	88.45
	08240-24	24" RCP	-216	LF	39.50	\$ (8,532.00)	(221,488.00)		-8,748.00	216.00	-8,532.00	100%	0.00	-853.20
	08300-24	30" RCP	212	LF	55.00	\$ 11,660.00	212,000		11,660.00	0.00	11,660.00	100%	0.00	1,166.00
	08360-24	36" RCP	30	LF	68.00	\$ 2,040.00	30,000		2,040.00	0.00	2,040.00	100%	0.00	204.00
	08760-24	P-8 CURB INLET ADDED D-27C	1	EA	3,560.00	\$ 3,560.00	1,000		3,560.00	0.00	3,560.00	100%	0.00	356.00
	08760-24	DELETED P-5 CURB INLET D-51	1	EA	(3,150.00)	\$ (3,150.00)	1,000		-3,150.00	0.00	-3,150.00	100%	0.00	-315.00
	08760-24	D-27A, 27B, 31, 33, 34, 37, 38, 40, 41, 52, 57, 60, 61, 66, 69 CHANGED F	15	EA	410.00	\$ 6,150.00	15,000		6,150.00	0.00	6,150.00	100%	0.00	615.00
HA	08220-24	ADDED FH #16 (SW)	1	EA	3,950.00	\$ 3,950.00	1,000		3,950.00	0.00	3,950.00	100%	0.00	395.00
HA	11150-24	HANDICAP RAMPS W/DETECTABLE WARNING (NE)	2	EA	797.00	\$ 1,594.00		2.00	0.00	1,594.00	1,594.00	100%	0.00	159.40
	05500-24	ADDED CROSSWALK (NE)	1	LS	525.00	\$ 525.00		1.00	0.00	525.00	525.00	100%	0.00	52.50
	05500-24	ADDED 3A, 3B, & 4A SIGNAGE (SW & NE)	10	EA	230.00	\$ 2,300.00		10.00	0.00	2,300.00	2,300.00	100%	0.00	230.00
CO #26 KUA & MISC SLEEVES														
F	0510-25	SURVEY & AS-BUILTS	1	LS	2,075.00	\$ 2,075.00	1,000		2,075.00	0.00	2,075.00	100%	0.00	207.50
	05600-25	2" GREY SCH 40 CONDUIT (KUA) W/CAPS	900	LF	10.00	\$ 9,000.00	900,000		9,000.00	0.00	9,000.00	100%	0.00	900.00
	05600-25	4" GREY SCH 40 CONDUIT (KUA) W/CAPS	1300	LF	9.10	\$ 11,830.00	1,300,000		11,830.00	0.00	11,830.00	100%	0.00	1,183.00
	05600-25	4" WHITE SCH 40 CONDUIT (MISC) W/CAPS	4400	LF	4.75	\$ 20,900.00	4,400,000		20,900.00	0.00	20,900.00	100%	0.00	2,090.00
	05600-25	MARKER BALLS	62	EA	12.50	\$ 775.00	62,000		775.00	0.00	775.00	100%	0.00	77.50
CO #26 Plan Revision 5														
GC	05500-26	ADDED CROSSWALKS & SIGNAGE	1	LS	2,940.00	\$ 2,940.00		1.00	0.00	2,940.00	2,940.00	100%	0.00	294.00
HA	08150-26	15" RCP	33	LF	26.50	\$ 874.50		33.00	0.00	874.50	874.50	100%	0.00	87.45
HA	08760-26	RE-INSTALL D-73 & 74 P-8 CURB INLETS	2	EA	3,560.00	\$ 7,120.00		2.00	0.00	7,120.00	7,120.00	100%	0.00	712.00

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.16012
Tapestry Phase 2 - CO 23

Page 4 of 4 Pages

Application No: 6
Application Date: 1/25/2017
Period To: 1/31/2016

A	ITEM NO	VENDOR CODING	B DESCRIPTION OF WORK	QTY	UOM	Unit Price	C SCHEDULED VALUE	QTY's INSTALLED PREVIOUS PERIODS	QTY's INSTALLED THIS PERIOD	D WORK COMPLETED		E TOTAL COMPLETED AND STORED TO DATE (D+E)	G %	H BALANCE TO FINISH (C - G)	I RETAINAGE
										FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
A	400	09080-26	REMOVE & LOWER EXISTING WATERLINE STATION 24+10 AMATI DRIVE	1	LS	6,180.00	\$ 6,180.00		1.00	0.00	6,180.00	6,180.00	100%	0.00	618.00
	1	09080-26	8" WATERMAIN	433	LF	17.50	\$ 7,577.50		433.00	0.00	7,577.50	7,577.50	100%	0.00	757.75
		09500-26	8" GATE VALVE	5	EA	1,640.00	\$ 8,200.00		5.00	0.00	8,200.00	8,200.00	100%	0.00	920.00
		09500-26	2" BLOW OFF VALVE	2	EA	745.00	\$ 1,490.00		2.00	0.00	1,490.00	1,490.00	100%	0.00	149.00
		09220-26	FIRE HYDRANT ASSY (FH-17)	1	EA	3,950.00	\$ 3,950.00		1.00	0.00	3,950.00	3,950.00	100%	0.00	395.00
		09400-26	AUTO-FLUSH DEVICE	1	EA	6,580.00	\$ 6,580.00		1.00	0.00	6,580.00	6,580.00	100%	0.00	656.00
		09400-26	FITTINGS & RESTRAINTS	1	EA	10,615.00	\$ 10,615.00		1.00	0.00	10,615.00	10,615.00	100%	0.00	1,061.50
		09800-26	TESTING & CHLORINATION	1	LS	2,435.00	\$ 2,435.00		1.00	0.00	2,435.00	2,435.00	100%	0.00	243.50
		10040-26	REMOVE & LOWER EXISTING RECLAIM MAIN STATION 26+75 AMATI DRIVE	1	LS	6,780.00	\$ 6,780.00		1.00	0.00	6,780.00	6,780.00	100%	0.00	678.00
		10400-26	4" GATE VALVE	3	EA	1,250.00	\$ 3,750.00		3.00	0.00	3,750.00	3,750.00	100%	0.00	375.00
		10500-26	2" BLOWOFF VALVE	1	EA	737.00	\$ 737.00		1.00	0.00	737.00	737.00	100%	0.00	73.70
		10400-26	FITTINGS & RESTRAINTS	1	LS	2,405.00	\$ 2,405.00		1.00	0.00	2,405.00	2,405.00	100%	0.00	240.50
		10600-26	TESTING & CHLORINATION	1	LS	1,375.00	\$ 1,375.00		1.00	0.00	1,375.00	1,375.00	100%	0.00	137.50
17	750	11150-26	DEMO CURB (ALLEY B, D, & WINDMILL)	1	LS	3,000.00	\$ 3,000.00		1.00	0.00	3,000.00	3,000.00	100%	0.00	300.00
17	700	11150-26	ADDED HANDICAP RAMPS (ALLEY B, D, & WINDMILL)	6	EA	797.00	\$ 4,782.00		6.00	0.00	4,782.00	4,782.00	100%	0.00	478.20
15	CO 27	KUA Electrical Conduit													
	05600-27	SURVEY LAYOUT	1	LS	6,950.00	\$ 6,950.00				0.00	0.00	0.00	0%	6,950.00	0.00
	05600-27	KUA ELECTRICAL CONDUIT	1	LS	203,000.00	\$ 203,000.00				0.00	0.00	0.00	0%	203,000.00	0.00
			Change Orders Total				\$ 356,748.00			61,396.00	85,403.00	146,799.00	41%	209,650.00	14,879.90
			TOTALS				3,567,663.00			2,486,560.09	817,087.63	3,303,637.71	93%	264,225.29	330,383.77

Feb 09 2017
10:46:26 am

Mattamy Orlando
VARIANCE JOURNAL

Page: 1
db1

Seq. Date	PO No. User	Purch Vendor/ Orig PO	Variance Vendor	Project Bld/Unit	Acct	Sub Acct	Apply to	Variance Reason	Create Invoice	Amount
Company: mor Mattamy Homes - Orlando Batch: 2149 Post: 2017/02 Date: 02/09/2017 Operator: db1 Post Now: n										
0001 02/09/2017	db1 00190246	90054327 00461	Jon M Hall Company Jon M Hall Company	L1002 002/0000	XA050 14050 Street Signs & Road Mark			03 Contract Change (Land)	n	2,940.00
0002 02/09/2017	db1 00190238	90054328 00461	Jon M Hall Company Jon M Hall Company	L1002 002/0000	XA350 14050 Storm Sewer			03 Contract Change (Land)	n	7,994.50
0003 02/09/2017	db1 00211851	90054329 00461	Jon M Hall Company Jon M Hall Company	L1002 002/0000	XA400 14050 Watermains			03 Contract Change (Land)	n	62,054.50
0004 02/09/2017	db1 00190244	90054330 00461	Jon M Hall Company Jon M Hall Company	L1002 002/0000	XA750 14050 Curb			03 Contract Change (Land)	n	3,000.00
0005 02/09/2017	db1 00190243	90054331 00461	Jon M Hall Company Jon M Hall Company	L1002 002/0000	XA700 14050 Sidewalk			03 Contract Change (Land)	n	4,782.00

Grand Total 80,771.00

\$70,049

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

P U R C H A S E O R D E R

Number: 00190238 Date: 07/15/2016

Plan Details

For: (XA350) Storm Sewer

STANDARD

Revised: __/__/__

To: 00461-Jon M Hall Company
1920 Boothe Circle #230
Longwood, FL 32750

Ship To: L1002/002/0000
Tapestry
Tapestry Ph 2 Land Costs
Kissimmee, FL 34746

Lot/Block
/

Will call To verify Ship Date
Date Required: __/__/__ (Estimated)
Superintendent:

Group: 115

CO:

F.O.B.:
Ship Via:
Payment Terms: semi-monthly

Resource/Use	Description	Unit	Quantity	Price	Extension
0	Land Dev. Costs	bid	1.00	720,774.050	720,774.05
CO	Change Order	bid	0.00	21,448.000	0.00
CO	Change Order	bid	1.00	12,866.000	12,866.00
CO	Change Order	bid	1.00	7,994.500	7,994.50

Sub-Total 741,634.55
Sales Tax 0.00

Total Amt 741,634.55

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: _____

By: _____

By: _____

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

P U R C H A S E O R D E R

Number: 00211851 Date: 12/07/2016

Plan Details

For: (XA400) watermains

STANDARD

Revised: __/__/__

To: 00461-Jon M Hall Company
1920 Boothe Circle #230
Longwood, FL 32750

Ship To: L1002/002/0000
Tapestry
Tapestry Ph 2 Land Costs
Kissimmee, FL 34746

Lot/Block
/

Will call To Verify Ship Date
Date Required: __/__/__ (Estimated)
Superintendent:

Group: 115

CO:

F.O.B.:
Ship Via:
Payment Terms: semi-monthly

Resource/Use	Description	Unit	Quantity	Price	Extension
0	Land Dev. Costs	bid	1.00	45,505.880	45,505.88
CO	Change Order	bid	1.00	3,950.000	3,950.00
CO	Change Order	bid	1.00	62,054.500	62,054.50

Sub-Total 111,510.38
Sales Tax 0.00

Total Amt 111,510.38

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: _____

By: _____

By: _____

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.16012
Tapestry Phase 2 - CO 230

Page 3 of 4 Pages

Application No. 8
Application Date: 1/25/2017
Period To: 1/31/2016

A ITEM NO	B VENDOR CODING	C DESCRIPTION OF WORK	D QTY	E U/M	F Unit Price	G SCHEDULED VALUE	H QTY's INSTALLED PREVIOUS PERIODS	I QTY's INSTALLED THIS PERIOD	J WORK COMPLETED		K TOTAL COMPLETED AND STORED TO DATE (D+E)	L % (G + C)	M BALANCE TO FINISH (C - G)	N RETAINAGE
									O FROM PREVIOUS APPLICATION (D+E)	P THIS PERIOD				
XA500	103000	Single Service	28	EACH	386.00	\$ 10,808.00	28.000		10,808.00	0.00	10,808.00	100%	0.00	1,080.80
XA500	103010	Double Service	64	EACH	768.00	\$ 49,152.00	64.000		49,152.00	0.00	49,152.00	100%	0.00	4,915.20
XA500	106010	Testing	5920	LF	0.77	\$ 4,558.40	4,420.000	1,500.00	3,403.40	1,155.00	4,558.40	100%	0.00	455.84
Reclaim Water System Total						\$ 146,972.40			142,869.40	4,103.00	146,972.40	100%	0.00	14,887.24
Concrete Work														
XA750	110510	A Curb	435	LF	12.50	\$ 5,437.50	290.000	145.00	3,625.00	1,812.50	5,437.50	100%	0.00	543.75
XA750	110530	F Curb	7357	LF	11.00	\$ 80,927.00	7,000.000	357.00	77,000.00	3,927.00	80,927.00	100%	0.00	8,082.70
XA750	110540	2" Miami Curb	11373	LF	9.30	\$ 105,768.90	11,000.000	373.00	102,300.00	3,468.90	105,768.90	100%	0.00	10,576.89
XA750	110560	12" Ribbon Curb	455	LF	14.50	\$ 6,597.50		455.00	0.00	6,597.50	6,597.50	100%	0.00	659.75
XA750	111020	4' Sidewalk	1406	LF	18.00	\$ 22,498.00		1,406.00	0.00	22,498.00	22,498.00	100%	0.00	2,249.80
XA750	111500	Handicap Ramp W/ Detectable Warning	43	EACH	797.00	\$ 34,271.00		43.00	0.00	34,271.00	34,271.00	100%	0.00	3,427.10
Concrete Work Total						\$ 255,497.90			182,925.00	72,572.90	255,497.90	100%	0.00	25,549.78
Grassing														
XA150	120002	Temp Seed & Mulch Lots	119754	SY	0.31	\$ 37,123.74			0.00	0.00	0.00	0%	37,123.74	0.00
XA150	120030	Sod 2 Strips Behind Curbs	3509	SY	1.95	\$ 6,842.55			0.00	0.00	0.00	0%	6,842.55	0.00
XA150	120040	Sod Island	119	SY	1.95	\$ 232.05			0.00	0.00	0.00	0%	232.05	0.00
XA150	120040	Sod Tract	3242	SY	1.95	\$ 6,321.90			0.00	0.00	0.00	0%	6,321.90	0.00
Grassing Total						\$ 50,520.24			0.00	0.00	0.00	0%	50,520.24	0.00
Change Orders														
CO 024 PLAN REVISION BID SET TO STAMPED SET														
XA30	08010-24	DEWATER STORM	52	LF	10.50	\$ 546.00	52.000		546.00	0.00	546.00	100%	0.00	54.60
	08150-24	15" RCP	-3	LF	26.50	\$ (79.50)	(2.8688)		-76.50	-3.00	-79.50	100%	0.00	-7.95
	08180-24	18" RCP	29	LF	30.50	\$ 884.50	29.000		884.50	0.00	884.50	100%	0.00	88.45
	08240-24	24" RCP	-216	LF	39.50	\$ (8,532.00)	(221.488)		-8,748.00	216.00	-8,532.00	100%	0.00	-853.20
	08300-24	30" RCP	212	LF	55.00	\$ 11,680.00	212.000		11,680.00	0.00	11,680.00	100%	0.00	1,166.00
	08360-24	36" RCP	30	LF	68.00	\$ 2,040.00	30.000		2,040.00	0.00	2,040.00	100%	0.00	204.00
	08760-24	P-8 CURB INLET ADDED D-27C	1	EA	3,560.00	\$ 3,560.00	1.000		3,560.00	0.00	3,560.00	100%	0.00	356.00
	08760-24	DELETED P-5 CURB INLET D-51	1	EA	(3,150.00)	\$ (3,150.00)	1.000		-3,150.00	0.00	-3,150.00	100%	0.00	-315.00
	08760-24	D-27A, 27B, 31, 33, 34, 37, 38, 40, 41, 52, 57, 60, 61, 66 88 CHANGED P	15	EA	410.00	\$ 6,150.00	15.000		6,150.00	0.00	6,150.00	100%	0.00	615.00
XA	08220-24	ADDED FH #18 (SW)	1	EA	3,950.00	\$ 3,950.00	1.000		3,950.00	0.00	3,950.00	100%	0.00	395.00
XA	11150-24	HANDICAP RAMPS W/DETECTABLE WARNING (NE)	2	EA	797.00	\$ 1,594.00		2.00	0.00	1,594.00	1,594.00	100%	0.00	159.40
	05500-24	ADDED CROSSWALK (NE)	1	LS	525.00	\$ 525.00		1.00	0.00	525.00	525.00	100%	0.00	52.50
	05500-24	ADDED 3A, 3B, & 4A SIGNAGE (SW & NE)	10	EA	230.00	\$ 2,300.00		10.00	0.00	2,300.00	2,300.00	100%	0.00	230.00
CO 026 KUA & MISC SLEEVES														
F	01070-25	SURVEY & AS-BUILTS	1	LS	2,075.00	\$ 2,075.00	1.000		2,075.00	0.00	2,075.00	100%	0.00	207.50
	05600-25	2" GREY SCH 40 CONDUIT (KUA) W/CAPS	900	LF	10.00	\$ 9,000.00	900.000		9,000.00	0.00	9,000.00	100%	0.00	900.00
	05600-25	4" GREY SCH 40 CONDUIT (KUA) W/CAPS	1300	LF	9.10	\$ 11,830.00	1,300.000		11,830.00	0.00	11,830.00	100%	0.00	1,183.00
	05600-25	4" WHITE SCH 40 CONDUIT (MISC) W/CAPS	4400	LF	4.75	\$ 20,900.00	4,400.000		20,900.00	0.00	20,900.00	100%	0.00	2,090.00
	05600-25	MARKER BALLS	62	EA	12.50	\$ 775.00	62.000		775.00	0.00	775.00	100%	0.00	77.50
CO 26 Plan Revision 6														
XA	05500-26	ADDED CROSSWALKS & SIGNAGE	1	LS	2,940.00	\$ 2,940.00		1.00	0.00	2,940.00	2,940.00	100%	0.00	294.00
XA	08150-26	15" RCP	33	LF	26.50	\$ 874.50		33.00	0.00	874.50	874.50	100%	0.00	87.45
XA	08760-26	RE-INSTALL D-73 & 74 P-8 CURB INLETS	2	EA	3,560.00	\$ 7,120.00		2.00	0.00	7,120.00	7,120.00	100%	0.00	712.00

Continuation Sheet

Page 4 of 4 Pages

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.16012
Tapestry Phase 2 - CO 23Application No: 8
Application Date: 1/25/2017
Period To: 1/31/2016

A	ITEM NO	VENDOR CODING	B DESCRIPTION OF WORK	QTY	U/M	Unit Price	C SCHEDULED VALUE	QTY's INSTALLED PREVIOUS PERIODS	QTY's INSTALLED THIS PERIOD	D WORK COMPLETED		E TOTAL COMPLETED AND STORED TO DATE (D+E)	G %	H BALANCE TO FINISH (C - G)	I RETAINAGE
										FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
A	400	09080-26	REMOVE & LOWER EXISTING WATERLINE STATION 24+10 AMATI DRIVE	1	LS	8,180.00	\$ 8,180.00		1.00	0.00	8,180.00	8,180.00	100%	0.00	818.00
		09080-26	8" WATERMAIN	433	LF	17.50	\$ 7,577.50		433.00	0.00	7,577.50	7,577.50	100%	0.00	757.75
		09500-26	8" GATE VALVE	5	EA	1,640.00	\$ 8,200.00		5.00	0.00	8,200.00	8,200.00	100%	0.00	820.00
		09500-26	2" BLOW OFF VALVE	2	EA	745.00	\$ 1,490.00		2.00	0.00	1,490.00	1,490.00	100%	0.00	149.00
		09220-26	FIRE HYDRANT ASSY (FH-17)	1	EA	3,950.00	\$ 3,950.00		1.00	0.00	3,950.00	3,950.00	100%	0.00	395.00
		09400-26	AUTO-FLUSH DEVICE	1	EA	6,560.00	\$ 6,560.00		1.00	0.00	6,560.00	6,560.00	100%	0.00	656.00
		09400-26	FITTINGS & RESTRAINTS	1	EA	10,615.00	\$ 10,615.00		1.00	0.00	10,615.00	10,615.00	100%	0.00	1,061.50
		09600-26	TESTING & CHLORINATION	1	LS	2,435.00	\$ 2,435.00		1.00	0.00	2,435.00	2,435.00	100%	0.00	243.50
		10040-26	REMOVE & LOWER EXISTING RECLAIM MAIN STATION 28+75 AMATI DRIVE	1	LS	6,780.00	\$ 6,780.00		1.00	0.00	6,780.00	6,780.00	100%	0.00	678.00
		10400-26	4" GATE VALVE	3	EA	1,250.00	\$ 3,750.00		3.00	0.00	3,750.00	3,750.00	100%	0.00	375.00
		10500-26	2" BLOWOFF VALVE	1	EA	737.00	\$ 737.00		1.00	0.00	737.00	737.00	100%	0.00	73.70
		10400-26	FITTINGS & RESTRAINTS	1	LS	2,405.00	\$ 2,405.00		1.00	0.00	2,405.00	2,405.00	100%	0.00	240.50
		10600-26	TESTING & CHLORINATION	1	LS	1,375.00	\$ 1,375.00		1.00	0.00	1,375.00	1,375.00	100%	0.00	137.50
	750	11150-26	DEMO CURB (ALLEY B, D, & WINDMILL)	1	LS	3,000.00	\$ 3,000.00		1.00	0.00	3,000.00	3,000.00	100%	0.00	300.00
A	700	11150-26	ADDED HANDICAP RAMPS (ALLEY B, D, & WINDMILL)	6	EA	797.00	\$ 4,782.00		6.00	0.00	4,782.00	4,782.00	100%	0.00	478.20
		CO 27	KUA Electrical Conduit												
A	150	06600-27	SURVEY LAYOUT	1	LS	6,950.00	\$ 6,950.00			0.00	0.00	0.00	0%	6,950.00	0.00
		05600-27	KUA ELECTRICAL CONDUIT	1	LS	203,000.00	\$ 203,000.00			0.00	0.00	0.00	0%	203,000.00	0.00
			Change Orders Total				\$ 368,748.00			61,396.00	85,403.00	146,799.00	41%	288,060.00	14,879.80
			TOTALS				3,567,863.00			2,486,560.09	817,087.83	3,303,637.71	93%	264,225.29	330,383.77

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

P U R C H A S E O R D E R

Number: 00227665 Date: 02/09/2017

Plan Details

For: (XF050) Electrical Distribution STANDARD

Revised: __/__/__

To: 00461-Jon M Hall Company
1920 Boothe Circle #230
Longwood, FL 32750

Ship To: L1002/002/0000
Tapestry
Tapestry Ph 2 Land Costs
Kissimmee, FL 34746

Lot/Block
/

Group: 135
will call To verify ship Date
Date Required: __/__/__ (Estimated)
Superintendent:

CO: F.O.B.:
Ship Via:
Payment Terms: semi-monthly

Resource/Use	Description	Unit	Quantity	Price	Extension
0	Land Dev. Costs	bid	1.00	209,950.000	209,950.00

Sub-Total	209,950.00
Sales Tax	0.00
Total Amt	209,950.00

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: _____

By: _____

By: _____

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

CONTRACT # 04776
PROJECT # EQ0019888
CUSTOMER # 3491

CONTRACT FOR LINE EXTENSION

This Contract For Line Extension Services ("Contract") is made and entered into this 8th day of March, 20 17 by and between the Kissimmee Utility Authority ("KUA") and Mattamy Homes (hereinafter the "Applicant").

WITNESSETH:

WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as "line extension") of KUA's electric system in order to serve the facilities located at:
Tapestry Parcel 8 Ph2., KUA will install electric underground infrastructure
("Project").
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA's cost to plan, design and construct the line extension as follows:
1. Extension or upgrade of existing facilities – 70% of the total cost.
 2. Relocation/conversion of existing facilities – 100% of the total cost.
 3. Temporary Installation of facilities – 100% of the total cost.
- E. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate ("Estimate") for the line extension as follows:
- | | | |
|---|----|-----------------------------|
| KUA Total Estimated Cost | \$ | <u>241,203.15</u> |
| Required Applicant Deposit | | |
| <input checked="" type="checkbox"/> 70% of Estimated Total Cost | \$ | <u>168,842.21</u> |
| <input type="checkbox"/> 100% of Estimated Total Cost | \$ | <u> </u> |
- F. KUA will not proceed with any work until the contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant's project schedule and requested completion date of KUA's work.

NOW THEREFORE, the parties hereto agree as follows:

1. The Applicant is required to pay the "Required Applicant Deposit" amount shown in E above at the time of execution of this contract.
2. The required deposit is based on an estimate only and represents the current estimated cost for KUA to provide the Line Extension. Costs are subject to change without further notice.

3. This Estimate only covers work to be performed by KUA. This does not include any work that may be required by the Applicant.
4. This Estimate is valid for a period of ninety (90) days from the date of the Estimate. Should the Applicant not enter into this Line Extension Contract and submit the required payment prior to the end of the ninety day period, it may be necessary for KUA to recalculate the Estimate based upon more current prices. KUA shall be the sole judge as to whether a recalculation is necessary.
5. Once the contract is executed, the Estimate is also only valid for six (6) months from the effective date of this contract. Should the Applicant either (1) fail to initiate work on the project within six months of the effective date of this contract; or (2) not complete work on the project within six months of the effective date of this contract, the original estimate may no longer apply and be subject to recalculation. KUA shall be the sole judge as to whether a recalculation is necessary. The recalculation may include, but not be limited to, a revised cost estimate, revised time frames and/or revised scope of work in general. Upon completion of KUA's recalculation, a revised Estimate will be submitted to the Applicant. The Applicant will be required to execute an addendum to this contract and remit the difference between the original and revised estimate within 30 days of receipt of the revised estimate. KUA may cease installation of any facilities contemplated by this agreement and/or refuse to provide and/or disconnect any electric service to the Project in the event the owner/developer fails to execute the addendum as required or to pay the revised estimate incorporated in the addendum within the required time frame (30 days).
6. KUA shall not be obligated to install any facilities covered by this contract until the Applicant commences work on the Project. Once the Applicant commences work on the Project, KUA's obligation to install facilities shall only apply to those portions of the Project where work has commenced and is ongoing. KUA may, at its option, cease or delay installation of electric facilities until the Applicant's construction is, in KUA's determination, satisfactorily progressing on the premises, buildings or dwelling units to be served.
7. If the Applicant fails to commence work within one (1) year of the effective date of this contract, KUA may cancel the contract and refund part or all of the deposit paid by the Applicant; provided however, that KUA shall not be required to refund any deposit amounts that cover KUA's actual costs incurred related to this contract, including, but not limited to, costs associated with installation of facilities contemplated by this contract, and costs associated with the planning of such facilities prior to their installation (including, but not limited to, costs of engineering, procurement of supplies and materials and other related costs).
8. Upon KUA's completion of all work covered under this contract, KUA will reconcile actual costs to the Estimate.
 - a. Should the Applicant's calculated required payment, based on the total actual cost, exceed the required Applicant deposit, the Applicant is obligated to remit the difference. KUA shall submit an invoice to the Applicant for the difference. The Applicant shall pay the invoice within thirty (30) days of the invoice date. If payment is not received within the stated period, electric service to the Project is subject to termination and such terminated service shall not be restored until the payment has been received.
 - b. Should Applicant's calculated required payment, based on the total actual cost, be less than the Applicant deposit, KUA will remit a refund to the Applicant for the difference.
 - c. Should the difference between the Applicant's required payment, based on the total actual cost, and Applicant deposit equate to less than \$100, then neither a refund will be given to the Applicant nor will the Applicant be required to make an additional payment.

9. **Imposition of Liens:**

- a. In the event the Applicant fails to make any payment to KUA in a timely manner as required by this contract, Applicant hereby grants to KUA an automatic lien on the Project's real property to secure the amount owed to KUA under this contract, including interest (calculated at the maximum rate allowed by law), costs and attorney's fees. Applicant agrees the lien will become effective upon KUA's filing and recording of a claim of lien against the Project's real property in the official records of Osceola County.
- b. Applicant agrees that this contract constitutes adequate notice of KUA's claim of lien in the event Applicant fails to make payment as required hereunder.
- c. At KUA's option, such lien may be foreclosed in the manner provided by law for the foreclosure of mortgages.
- d. Upon Applicant's payment of all amounts owed under this contract, KUA shall, upon Applicant's written request, execute and deliver to Applicant an instrument, in recordable form, releasing the lien. Such release shall have no effect on Applicant's ongoing obligations under this Agreement.

10. **Requirements of Applicant:** The following are basic obligations of the Applicant. Additional requirements will be provided to the Applicant by KUA's Engineering department.

- a. For underground electric systems the Applicant will be required to install all conduit as specified by KUA.
 - b. The Applicant shall guarantee and be responsible for the integrity of the conduit installation until KUA has installed its cables in the conduit system.
 - c. Where required, easements shall be provided by the Applicant at no cost to KUA. Any required surveys and/or legal descriptions shall be the responsibility of the Applicant. KUA will not install any electric facilities until the required easements have been submitted and approved by KUA.
 - d. Where plats are utilized, a final recorded plat, including all required utility easements, shall be submitted to KUA. KUA will not set any meters and energize any facilities within the project until the final recorded plat has been received.
 - e. KUA does not accept "blanket" easements. All required easements must be in the form specified by KUA and will generally be in the form of a plat or individual easement deed.
 - f. The Applicant will be required to submit a Final Grade Release form, if applicable, ensuring that all installation routes are cleared and are at final grade.
 - g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this contract.
 - h. The Applicant shall use reasonable care to avoid damaging KUA property. If the owner/developer's failure to use reasonable care causes damage to any of this property, the developer/owner shall replace or repair the damage at no expense to KUA.
11. All electric facilities installed by KUA under this contract shall remain the property of KUA, even though the Applicant makes a financial contribution towards the construction cost. Conduit and/or pads installed by the Applicant for KUA's electric facilities will become the property and responsibility of KUA upon completion of the line extension project.
12. No provision in this contract is intended, nor shall be construed, to be a waiver for any purpose by KUA of its sovereign immunity, and any

accompanying limitations on KUA's liability pursuant to same, as set forth in Florida Statutes, Chapter 768, Section 768.28.

13. The Applicant covenants and agrees to indemnify, defend and save harmless KUA and/or its board members, officials, directors, partners, consultants, agents, and/or employees ("indemnified parties") from any and all liability, claims, suits damages, causes of action (including, without limitation, claims for any personal injury, loss of life or damage to property), cost, expenses, (including, without limitation, expenses for any and all attorney's fees and/or expert witness fees and related costs), injury or loss which KUA and/or the indemnified parties suffer themselves or to which they may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the owner/developer, his contractor, subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work on the Project or anyone for whose acts any of them may be liable.
14. Jurisdiction and venue under any claim or cause of action arising under this contract, or related to performance thereunder, shall lie in the courts of competent jurisdiction of Osceola County, Florida.
15. The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
16. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by owner/developer and KUA in order to be legally enforceable.
17. The terms and conditions of this contract shall have no applicability to any individual or entity other than the Applicant and KUA. The parties do not intend for this contract to benefit directly or indirectly any party not a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

KISSIMMEE UTILITY AUTHORITY

2017.03.09
07:41:25 -05'00'

Manager of Distribution Engineering



2017.03.09 09:17:15
-05'00'

Vice President
Engineering & Operations

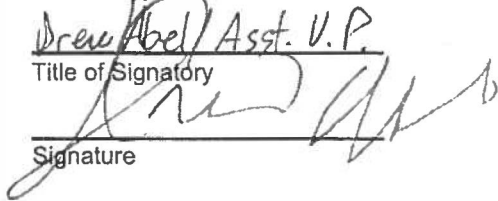
APPLICANT

Mattamy Homes

Print or Type Name

Drew Bell Asst. V.P.

Title of Signatory


Signature

ATTEST:



AMOUNT DEPOSIT PAID \$ 168,842.21

CK# 00030703

Company #: 53000 Mattamy Homes Orlando LLC
Payee #: 149399 KISSIMMEE UTILITY AUTHORITY

Check Number: 00030703

Check Date: 03/08/2017

Invoice Number	Invoice Date	Description	Net Amount
TP030717CKRQ	03/07/2017	Electrical Fees	168,842.21
Totals			\$168,842.21



Mattamy Homes Orlando LLC
1900 Summit Tower Blvd. #500
Orlando FL 32810

Wells Fargo
PO BOX 63020
San Francisco CA 94163

66-24/1210

Check No.: 00030703

Check Date: 03/08/17

ONE HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED FORTY TWO AND 21/100*****

\$***168,842.21

PAY
TO
THE
ORDER
OF

KISSIMMEE UTILITY AUTHORITY
P O BOX 850001
ORLANDO FL 32885

File Copy

File Copy

Authorized Signatures

⑈00030703⑈ ⑆121000248⑆ 2000042311328⑈

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") made this 18th day of October 2013, by and between BIO-TECH Consulting, Inc., a Florida Corporation ("Engineer"), and Mattamy (Jacksonville) Partnership, a Florida general partnership ("Mattamy").

RECITALS

1. Mattamy owns certain real property located in Osceola County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein ("Property").

2. Mattamy intends to develop the property into residential single family lots ("Project") ("Intended Development") in accordance with all applicable federal, state and county statutes and codes, and governmental agency and authority rules and regulations (collectively "Governmental Requirements").

3. Mattamy desires to engage Engineer to obtain the necessary permits, approvals, and entitlements in accordance with Governmental Requirements, and to develop, design and create site plans, engineering plans, construction plans, wildlife surveys, environmental assessments, hydrologic models, environmental consulting services, construction supervision, and certification (collectively and as more particularly described in this Agreement, the "Engineering").

4. Engineer agrees to provide the Engineering upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, Mattamy and the Engineer agree as follows:

ARTICLE I

RECITALS

1.1 Recitals. The above recitals are true and correct and are expressly incorporated herein.

ARTICLE II

ENGINEERING SERVICES

2.1 Basic Engineering. The Engineer shall faithfully and diligently perform all engineering services in a professional manner, including those enumerated in Exhibit "B" and those normally and customarily provided by Engineer in the course of performing such services, all in accordance with the terms and conditions of this Agreement. The Engineer shall be responsible for the professional quality, technical accuracy, and coordination of all concepts, programming, reports, designs, drawings, specifications, and other services furnished under this Agreement. The Engineer shall, without additional compensation, correct or revise any errors, deficiencies, or omissions in concepts, programming, reports, designs, drawings, specifications, estimates, and other services.

2.2 Additional Engineering. Mattamy reserves the right to increase or decrease the scope of Engineer's Engineering. Engineer shall be compensated in accordance with Article IV hereof. If Mattamy decreases the scope of Engineer's Engineering, an equitable adjustment shall be made in the fees provided in Article IV as mutually agreed between the parties. Mattamy shall request proposals for change in scope and Engineer shall perform no Additional Engineering unless Mattamy has approved such Additional Engineering in writing.

2.3 Engineer's Representations

2.3.1 Engineer will perform the Engineering Services in accordance with all applicable codes, laws, rules and regulation in force at the time of completion of the Engineering in the jurisdiction in which the Project is located and agrees to comply with these codes, laws, rules and regulations, including but not limited to the Americans with Disabilities Act. In the event of a conflict between the aforementioned laws, regulations, standards and codes, the more stringent requirement shall control as long as it satisfies the requirements of the applicable law. Should Engineer negligently fail to comply with applicable codes, laws, standards rules and regulations, Engineer agrees to bear all costs resulting from damages incurred by Mattamy that are legally recoverable from Engineer. All work performed per this agreement shall be performed to the minimum standards for the practice of civil engineering as established by the Florida State Statutes and Florida Administrative Code, all applicable chapters.

2.3.2 Engineer represents that it is experienced and fully qualified to perform the Engineering contemplated by this Agreement, and that it is properly licensed to perform such Engineering within the State in which the Project is located pursuant to applicable law.

2.4 Subcontractors: Nothing herein shall be construed so as to prohibit Engineer from entering into subcontracts with others ("Subcontractors") for Engineering within the scope of this Agreement, but prior to the award of any subcontract, Engineer shall submit the name of the proposed Subcontractor and subcontract form to Mattamy for approval or disapproval. Mattamy reserves the right to disapprove any proposed Subcontractor and subcontract form for any reason.

2.4.1 Engineer shall bind each and every Subcontractor to the terms stated herein.

2.4.2 Engineer shall require that all persons rendering Engineering under this Agreement are licensed and fully qualified to provide such services in the place in which the Project is located.

2.4.3 Engineer hereby agrees to include a provision in all subcontracts issued for work hereunder allowing Engineer to assign said subcontract to Mattamy or Mattamy's designee without Subcontractor's consent. Engineer shall require all Subcontractors to include a similar assignment provision in each and every subcontract which Subcontractor issues for Engineering hereunder.

2.4.4 Engineer agrees to defend, indemnify and hold Mattamy harmless from all costs, damages and expenses, including attorneys' fees, incurred by Mattamy due to any claims or liens filed by any Subcontractor or any other party performing, or alleging performance of, Engineering pursuant to this Agreement.

2.5 Coordination: Engineer shall coordinate its Engineering with the work of all other service providers, vendors, professionals and subcontractors and Mattamy. Engineer will make every effort to resolve any conflict in the documents; in the event it is unable to do so, it will immediately bring this matter to Mattamy's attention in writing for resolution or the necessary corrective action. Upon completion of the Engineering Engineer will represent that such coordination has occurred.

ARTICLE III

PERIOD OF SERVICES

3.1 Commencement of Engineering: Time is of the essence of this Agreement. Upon authorization from Mattamy, Engineer will proceed with the performance of the Engineering called for in this Agreement, and shall submit documents in accordance with the Project Design Schedule.

ARTICLE IV

COMPENSATION

4.1 Engineering Fees: Mattamy shall pay Engineer for the Engineering performed in accordance with the Agreement in accordance with the fee schedule ("Fee Schedule") attached hereto

as Schedule 1, which fees include all federal, state and local taxes. Engineer shall indemnify and hold Mattamy harmless from the payment of any taxes, which may be due as result of the Engineering provided hereunder, to the appropriate local, state or federal taxing authority, including (without limitation) employment, sales, use and service taxes.

4.2 Reimbursable Expenses: Mattamy shall reimburse Engineer for the following expenses at actual cost, in addition to the Contract Sum:

- a. Printing and photocopying of construction sets, progress sets, permit sets and bid sets necessary for permit applications and plan approvals, when requested by Mattamy, and as reasonably necessary to facilitate the Intended Development.
- b. Express mail or delivery services to Mattamy or other engineers contracted by Mattamy.
- c. Permitting and governmental approval application fees.
- d. Long distance telephone and telecopies.

No expenses other than those listed above shall be reimbursed without Mattamy's express and sole consent. All reimbursable expenses will be paid to Engineer at actual cost without markup for overhead and profit. Receipts are required for all expenses.

4.3 Compensation For Additional Engineering: As directed by Mattamy, the Engineer shall perform Additional Engineering on either a "time and expense" basis at the fixed hourly rate for the Engineer's personnel as listed in the Engineer's Hourly Rates Schedule (as set forth in the Fee Schedule), or an agreed-upon lump sum amount, incurred specifically as a result of such Additional Engineering.

4.4 Records: Mattamy shall have the right to audit all of Engineer's books, ledgers, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other documents pertinent to the Project and Engineer's work performed pursuant to this Agreement. Engineer shall preserve and make available at Engineer's offices at all reasonable times all such records from the full execution of this Agreement until a period of three (3) years following the receipt of a certificate of occupancy for the Project. In the event of a termination of this Agreement, such records shall be made available for three (3) years following such termination. Records pertaining to claims, to litigation or the settlement of claims arising under or relating to the performance of this Agreement shall be retained and made available until disposition of such appeals, litigation, or claims.

4.5 Payment Procedure:

4.5.1 Engineer shall submit monthly requests for payment to Mattamy in the form of the Request for Payment (attached hereto as Exhibit "C"). Requests for Payment shall be submitted on or before the 20th day of the month. Mattamy shall pay Engineer the amount owed on or before the 30th day of the month immediately following the month in which Mattamy receives the Engineer's Request for Payment.

4.5.2 Payments for Engineering shall be made as provided in the Fee Schedule.

4.5.3 The Request for Payment shall be in proportion to Engineering performed and shall not exceed the percentages of the total fee at the completion of the respective phase of Engineer's Engineering as provided in Exhibit "B" and in the Fee Schedule. Mattamy reserves the right to reject any Request for Payment that is based on a percentage of completion in excess of that which Mattamy deems reasonable. Rejected requests may result in delayed payment.

4.5.4 Final payment shall be made upon (i) the full completion of Engineer's Engineering hereunder, (ii) the acceptance of the Project by Mattamy, and (iii) the submission of a General Release (attached hereto as Exhibit "D") executed by Engineer and all Subcontractors. Payment for Additional Engineering will be made as such Additional Engineering are rendered.

ARTICLE V

TERMINATION

5.1 General: Mattamy may terminate this Agreement with Engineer by giving written notice of same at any time with or without cause for any or no reason. The Agreement may be terminated by Engineer upon the substantial failure of Mattamy to perform in accordance with all the terms herein, provided that Mattamy's failure to perform is through no fault of the Engineer and shall continue for thirty (30) days after written notice thereof from Engineer specifying the nature and extent of such default. If, upon receipt of such notice, Mattamy shall cure the default, and shall thereafter diligently pursue such efforts to completion, then such notice shall be of no force and effect. Termination by either party may only be accomplished in accordance with the terms of this Article.

5.2 Payment: Mattamy agrees to pay Engineer, in accordance with the provisions of Article IV hereof, through the date of termination. Such payment shall be based on a mutually agreeable estimate by Engineer and Mattamy of the percentage of Engineering completed as of the date of termination. Payment will be made upon delivery of all documents prepared under this Agreement by Engineer and Mattamy

ARTICLE VI

INDEMNIFICATION AND INSURANCE

6.1 Indemnification: The Engineer shall, to the fullest extent permitted by law, indemnify and hold harmless Mattamy from and against any claims, damages, losses and expenses, including but not limited to attorney's fees, to the extent caused by negligence, omission or default of the Engineer, Engineer's subcontractors or agents of any tier or their employees, and arising out of or resulting from performance of Engineer's Engineering under this Agreement. However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents or employees, or for statutory violations or punitive damages except and to the extent the statutory violations or punitive damages are caused by or result from the acts or omissions of the indemnitor or any of the indemnitor's subcontractors, or agents of any tier or their respective employees. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

6.2 Insurance: Throughout the term of this Agreement, Engineer and any of its Subcontractors shall at all times procure and maintain such insurance as will fully protect the Engineer, Subcontractors (if any), Mattamy from any and all claims for bodily injury and property damage which may arise out of or result from this Agreement. Such insurance shall provide for coverage of not less than the following amounts at their sole expense:

- a. Workers' Compensation Insurance for statutory amounts;
- b. Employer's Liability Insurance for \$500,000 per accident and disease;
- c. Comprehensive or Commercial General Liability Insurance with combined single limits for bodily injury and property damage of \$1,000,000 for each occurrence. Such policies shall include independent contractors liability, products and completed operations liability, contractual liability covering the Engineer's obligations under Section 7.1 Indemnification, broad form property damage liability, personal injury, and a severability of interest provision. If the general

liability coverages are provided under the Commercial General Liability policy form, the General Aggregate Limit shall be not less than \$3,000,000, and it shall apply in total to this Project only by specific endorsement. Such insurance shall name Mattamy and their representatives, partners, and lenders as additional insureds, and shall be endorsed to provide that the coverages will be primary and that any insurance carried by such parties shall be excess;

- d. Business Auto Liability Insurance including owned, non-owned and hired vehicles with combined single limits for bodily injury and property damage of \$1,000,000 each occurrence; and
- e. Consulting Engineer's Liability Insurance for not less than \$1,000,000 per claim, \$1,000,000 annual aggregate and \$3,000,000 project aggregate covering claims resulting from negligent errors, omissions, or acts of the Engineer. Any deductible will be subject to Mattamy's prior approval. For purposes of this Agreement, Engineer shall maintain Professional Liability Insurance for at least two (2) years from the date of Occupancy of the project or completion of construction, whichever occurs later. If the professional liability insurance policy is written on a "claims made" basis, the Engineer must maintain said policy for at least three (3) years after the final completion date of the Project and the Engineer must provide certificates of insurance evidencing such coverage until this obligation has been fulfilled.

6.3 Insurance Certificates: Engineer shall deliver the original of the initial Certificates of Insurance, as well as all notices of cancellation, terminations and alterations of such policies to Mattamy:

Engineer will submit such certificates to Mattamy prior to commencement of Engineering. Additionally, Mattamy shall be entitled to demand that Engineer, from time to time, furnish evidence that the insurance required by this Agreement is in effect, and such evidence shall be provided within ten (10) days of the request. Engineer shall notify Mattamy immediately if its insurance coverage is terminated or substantially modified for any reason. Engineer shall automatically provide Mattamy with a renewal certificate within ten (10) days of the lapse of insurance.

ARTICLE VII

GENERAL PROVISIONS

7.1 Successors and Assigns: Mattamy and Engineer each bind itself, its partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign sublet, or transfer its interest in this Agreement without the prior written consent of Mattamy. Engineer agrees that Mattamy may assign its interest, and the drawings and specifications, if required, in this Agreement to Mattamy or such entity as Mattamy may designate at any time upon five (5) days written notice.

7.2 Third-Party Beneficiaries: Mattamy and Engineer do not intend by this Agreement to create or establish any enforceable third-party beneficiary rights or to intentionally benefit any third party.

7.3 Proprietary Information: Engineer agrees to refrain from disclosing proprietary information obtained from Mattamy and to refrain from disclosing, without Mattamy's prior written authorization, any material developed in carrying out its Engineering.

7.4 Employee Responsibilities: Engineer agrees that all persons performing Engineering herein are employees or agents of Engineer. Engineer further agrees that it will be solely responsible for the payment of all taxes and benefits required by law for said employees or agents without liability to Mattamy.

7.5 Independent Contractor: Engineer agrees that in the performance of any Engineering hereunder it shall be acting as an independent contractor and not as agent of Mattamy.

7.6 Engineer Personnel: Mattamy reserves the right to approve any of Engineer's personnel assigned to the Project. If Mattamy determines that the continued participation of any member of Engineer's staff is not in the best interest of the Project, Mattamy may require Engineer to replace the unsatisfactory staff member.

7.7 Exclusiveness of Prescribed Remedies: No remedy herein conferred upon or reserved to Mattamy is intended to be exclusive of any remedy or remedies; but each and every such remedy shall be cumulative, and shall be in addition to every remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

7.8 Construction of Agreement: This Agreement shall not be more construed more strictly against Mattamy or Engineer, regardless of whom was more responsible for its being drafted.

7.9 Severability: In the event any of the provisions of this Agreement shall be found to be unenforceable, it shall be stricken and the remaining provisions shall remain enforceable.

7.10 Extent of Agreement: This Agreement represents the entire and integrated Agreement between Mattamy and Engineer and supersedes all prior negotiations, representations or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both Mattamy and Engineer.

7.11 Ownership of Documents: Upon completion or termination of this Agreement as herein provided, the original set of drawings and specifications and computer files, as well as all ownership rights attributable thereto, including the copyright to such drawings and specifications, shall become the property of Mattamy, whether the Project for which they are prepared is executed or not. The Engineer shall deliver the original drawings, specifications and computer files to Mattamy. All documents, drawings and specifications prepared by Engineer pursuant to this Agreement are deemed to be the product of work made for hire.

- a. The Engineer shall be permitted to retain copies, including reproducible copies of drawings and specifications, for information and reference in connection with the Engineer's Engineering on the Project.
- b. Under no circumstances shall the Engineer place a copyright notation for itself or for any of its Subcontractors on the drawings or specifications.

7.12 Claims and Disputes:

7.12.1 Litigation: This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement shall be brought and maintained only in a state court of competent jurisdiction located in Orange County, Florida. All parties to this Agreement hereby consent to venue and personal jurisdiction in the state courts for the State of Florida.

7.12.2 Attorney's Fees: In the event that any party finds it necessary to employ an attorney to enforce any provision of this Agreement or institute any legal action arising out of this Agreement or related to the subject matter hereof, regardless of whether the action is based in contract, tort, statute, or any other basis, the predominantly prevailing party will be entitled to recover from the other part(ies) its reasonable attorneys' fees and costs incurred in connection therewith (including costs of collection), at both trial and appellate levels; including bankruptcy proceedings, in addition to any other remedies to which such party may be entitled. The requirement to pay the predominantly prevailing party's reasonable attorneys' fees and costs will survive any termination of this Agreement.

7.13 Governing Law: The laws of the State of Florida shall govern this Agreement.

7.14 Equal Employment Opportunity: Engineer shall comply with all applicable federal, state and local non-discrimination, non-segregation, affirmative action, veterans employment, and handicapped employment laws, rules, regulations, and orders (collectively, the "EEO Requirements"). Engineer will furnish, upon request, information and reports required by the EEO Requirements. Engineer shall include the provisions of this Section 7.14 in every subcontract so that such provisions will be binding upon each engineer, Subcontractor, or vendor performing services or providing materials relating to the Project.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this 18th
day of October, 2013.

Bio-Tech Consulting, Inc., a Florida
corporation

By [Signature]

Title President

Date 10/15/2013

MATTAMY (JACKSONVILLE)
PARTNERSHIP, a Florida general partnership

By [Signature]

Title VP

Date 10/18/13

Attachments:

Exhibit A:	Property
Exhibit B:	Engineering Services
Exhibit C:	Request for Payment Form
Exhibit D:	General Release
Schedule 1:	Fee Schedule
Schedule 2:	Expenses

יבנה יצחק יצחק

- Section 6' sections B & C - 10 miles S of South Berge by East Jordan County, Idaho. See map notes on attached to page

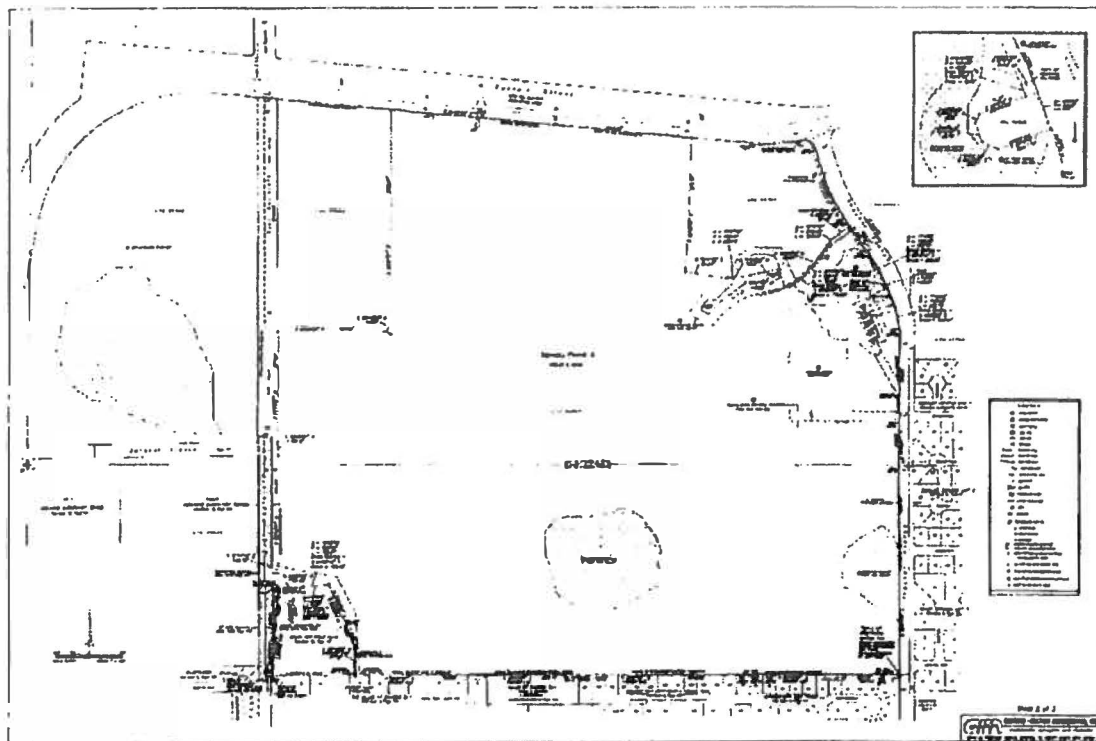
[illegible]

Exhibit B: Engineering Services

**PROPOSAL FOR ENVIRONMENTAL SERVICES
TAPESTRY PARCEL 8 PROJECT SITE – ENVIRONMENTAL PERMITTING
BTC Proposal No. 13-509**

1. WILDLIFE SURVEY (10-17)

Conduct a 100% wildlife survey across the site and adjacent to the site, as well as a Bald Eagle search for the surrounding area to assemble necessary information for submittal to the pertinent agencies (Osceola County, SFWMD, FFWCC). The survey will include an assessment of wildlife species listed by FFWCC and/or USFWS existing on the property. Any listed species observed on-site will be flagged and recorded with GPS.

2. ENVIRONMENTAL ASSESSMENT (10-14)

A preliminary environmental assessment report detailing the site conditions will be provided. Included in this report will be descriptions of the on-site land use types/vegetative communities, any listed wildlife species observed, the extent of on-site wetlands. This report will be required for Osceola County.

3. PRE-APP MEETINGS (40-02)

Attend any pre-application meetings with the SFWMD, Osceola County, etc., to discuss the project.

4. SFWMD – ERP APPLICATION (21-08)

Prepare and coordinate the environmental section of the modification of the Environmental Resource Permit Application for the SFWMD. This would include wetland impacts, mitigation, site descriptions, UMAM evaluation, etc... Does not include application fee.

5. SFWMD – ERP RAI (21-09)

Respond to any requests for additional information sent out by the SFWMD.

6. GENERAL PROJECT COORDINATION (45-00)

This task will include phone calls, emails, meetings, and similar communications and correspondence that are related to the above tasks.

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 1 Pages

TO OWNER:
Mallamy (Jacksonville) Partnership, Inc
400 Park Avenue South, Suite 220
Winter Park, Florida 32789

PROJECT: 07-001
Mallamy Project Number

APPLICANT: 1
APPLICATION DATE: 07/10/13
PERIOD TO: 08/01/13

DISTRIBUTION TO:
OWNER
ENGINEER
CONTRACTOR

CT DATE 5/1/2013

FROM CONTRACTOR:
Universal Engineering Sciences
3532 Maggie Blvd
Orlando, FL 32811

VIA ENGINEER:

CONTRACTOR'S APPLICATION FOR PAYMENT

PLEASE PRINT OR TYPE (Do not use abbreviations or initials)
Contractor's name and address (Do not use abbreviations or initials)

1. ORIGINAL CONTRACT SUM	\$ -
2. Net change by Change Orders	\$ -
3. Contract Sum To Date (line 1+2)	\$ -
4. TOTAL COMPLETED AND STORED TO DATE (line 1+2+3)	\$ -
5. RETAINAGE: a. 10% of completed work	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ -
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ -
8. CURRENT PAYMENT DUE	\$ -
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 8)	\$ -

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS		
NET CHANGES by Change Order	50.00	

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 and 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: Universal Engineering Sciences

By: Bob Cerini, Project Manager Date:

State of: FLORIDA
County of: ORANGE
Subscribed and sworn to before me
this 25th day of August, 2013

Notary Public
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Change Order, I hereby certify that the Contractor has completed the work of the Change Order in accordance with the terms of the Change Order and the amount of the Change Order is \$50.00. I have reviewed the Contractor's Application for Payment and the amount of the Change Order is \$50.00. I have also reviewed the Contractor's Application for Payment and the amount of the Change Order is \$50.00. I have also reviewed the Contractor's Application for Payment and the amount of the Change Order is \$50.00.

AMOUNT CERTIFIED: Date:

Approved by the Engineer in the amount of \$50.00 (Five hundred and no/100ths dollars)

Engineer: By: Date:

Exhibit D: General Lien Release

**CONDITIONAL WAIVER AND RELEASE OF LIEN
PROGRESS PAYMENT**

The undersigned lienor, in consideration of receipt of a check for the sum of the progress payment in the amount of \$ _____ hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **August 1, 2013**, to Mattamy (Jacksonville) Partnership to the following described property:

**Tapestry Parcel 8
Section 8, Township 25S, Range 29E
PIN# 082529001 000150000 & 082529001 000250000**

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

Dated on _____

Name _____
Printed Name _____
Title _____

State of FLORIDA, County of _____

The foregoing instrument was acknowledged before me this _____ th day of _____ 2013 by _____ who is personally known to me and who did not take an oath.

Notary Signature _____
Printed Notary Name _____
Notary Public _____
Commission Number _____

Note: This is statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Schedule 1: Fee Schedule

**PROPOSAL FOR ENVIRONMENTAL SERVICES
TAPESTRY PARCEL 8 PROJECT SITE – ENVIRONMENTAL PERMITTING
BTC Proposal No. 13-509**

1. WILDLIFE SURVEY (10-17)

TASK COST: \$1,200.00 ✓

2. ENVIRONMENTAL ASSESSMENT (10-14)

TASK COST: \$800.00 ✓

3. PRE-APP MEETINGS (40-02)

TASK COST: \$400.00/meeting

Assumed 2 meetings: Not to exceed \$800.00

4. SFWMD – ERP APPLICATION (21-08) ✓

TASK COST: \$1,600.00

5. SFWMD – ERP RAI (21-09)

TASK COST: 1 hourly per schedule – Not to exceed \$2,400.00

6. GENERAL PROJECT COORDINATION (45-00)

TASK COST: 1 hourly per Time & Materials Schedule – Not to exceed \$2,400.00

Scope of Services Total: Not to exceed \$9,200.00

110 ✓
275 ✓
440 ✓
550 ✓
110 ✓

110 ✓
55 ✓
55 ✓
55 ✓
55 ✓
55 ✓

Schedule 2: Expenses

Bio-Tech Consulting, Inc. Time & Materials Schedule

Expert Witness	\$185.00/Hour
President, John Miklos	\$155.00/Hour
Vice President/Directors	\$120.00/Hour
Project Manager	\$110.00/Hour
Wildlife Specialist	\$100.00/Hour
Field Biologist	\$95.00/Hour
Field Technician	\$85.00/Hour
GIS	\$85.00/Hour
Administrative	\$45.00/Hour
Materials Cost	Cost + 12%

**MATTAMY (JACKSONVILLE) PARTNERSHIP
CHANGE ORDER**

PROJECT NAME: Tapestry Parcel 8
CONTRACTOR NAME: Bio-Tech Consulting, Inc
ADDRESS: 2002 East Robinson St. Orlando, FL 32803

CHANGE ORDER NUMBER: 001
CHANGE ORDER DATE: November 13, 2013
CONTRACTOR AGREEMENT DATE: October 18, 2013

THE CONSULTANT/ENGINEERING AGREEMENT IS CHANGED AS FOLLOWS:

7. SFWMD - CE RELEASE REQUEST (21-11)

Submit a conservation easement release request to the SFWMD to release the areas currently under CE for the proposed project. A variety of information needs to be supplied to the agency for this request, including arials, soils maps, quad maps, sketch and legal descriptions, location maps, etc...

TASK COST: \$1,200.00 ✓

8. SFWMD - CE RELEASE RAI (21-13)

Respond to any requests for additional information sent out by the SFWMD in reference to the conservation easement release request. 330

TASK COST: Hourly per Schedule Not to Exceed \$2,400.00


**** NOT VALID UNTIL SIGNED BY MATTAMY (JACKSONVILLE) PARTNERSHIP AND CONSULTANT ****


ORIGINAL CONTRACT PRICE:	NTE \$9,200.00
NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS:	\$ N/A
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER:	NTE \$9,200.00
CONTRACT PRICE WILL BE [INCREASED] BY THIS CHANGE ORDER IN THE AMOUNT OF:	NTE \$3,600.00
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	NTE \$12,800.00
THE TIME FOR COMPLETION UNDER THE CONSTRUCTION SCHEDULE WILL BE [INCREASED] [DECREASED] BY <u>0</u> DAYS.	
DATE OF COMPLETION AS OF THE DATE OF THIS CHANGE ORDER THEREFORE IS: <u>NOT CHANGED</u>	

EXCEPT AS OTHERWISE PROVIDED IN THIS CHANGE ORDER, THE TERMS OF THE CONSULTANT/ENGINEERING AGREEMENT SHALL REMAIN UNALTERED AND UNMODIFIED. THE PARTIES HERETO ACKNOWLEDGE THAT AS OF THE DATE OF THIS CHANGE ORDER, NO OTHER MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE CONSULTANT/ENGINEERING AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CHANGES IN THE WORK, THE CONTRACT PRICE OR THE CONTRACT TIME HAVE OCCURRED.

BIO-TECH CONSULTING, INC

MATTAMY (JACKSONVILLE) PARTNERSHIP

By: 
Its: Representative
Date: 11/13/2013

By: 
Its: Contractor
Date: 11-13-13



Bio-Tech Consulting Inc.

Environmental and Permitting Services

2002 E Robinson St | Orlando, FL 32803

(407) 894-5969 | info@btc-inc.com

(877) 894-5969 | www.bio-techconsulting.com

DEC 02 2013

Invoice

Invoice #: 132617

Invoice Date: 11/11/2013

Project Manager: SEB

Project #: 525-04

Contract #: 13-509

Bill To:

Keith Trace

Mattamy Homes

400 Park Avenue South; Suite 220

Winter Park, Florida 32789

Project Name: Tapestry Parcel 8

Date	Item #	Description	Contract	Prev	Rate	Qty	Total %	Amount
10/28/2013	10-17	WR - Wildlife Survey	1,200.00		1,200.00	1	100.00%	1,200.00 ✓
	10-14	EA - Wildlife Survey/Vegetative Analysis/Report	800.00		800.00	0	0.00%	0.00
	40-022	Pre-Application Meetings	400.00		400.00	0	0.00%	0.00
	21-08	SFWMD - ERP Application	1,600.00		1,600.00	0	0.00%	0.00
	21-09	SFWMD - ERP RAI	2,400.00		2,400.00	0	0.00%	0.00
10/22/2013	45-00	General Project Coordination w/ Beiger & SFWMD			110.00	1		110.00 ✓
11/1/2013	45-00	General Project Coordination team mtg			110.00	1		110.00

Div.: MON Vendor #
Account #: 14050
Project/Lot/Building: 21002/001/008
Activity #: XI450
Approval: RJ

Current Charges \$1,420.00

Payments/Credits \$0.00

Invoice Total \$1,420.00



Bio-Tech Consulting Inc.

Environmental and Permitting Services

2002 E Robinson St | Orlando, FL 32803

(407) 894-5969 | info@btc-inc.com

(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 132786

Invoice Date: 12/2/2013

Project Manager: SEB

Project #: 525-04

Contract #: 13-509

Bill To:

Keith Trace

Mattamy Homes

400 Park Avenue South; Suite 220

Winter Park, Florida 32789

Project Name: Tapestry Parcel 8

Date	Item #	Description	Contract	Prev	Rate	Qty	Total %	Amount
	10-17	WR - Wildlife Survey	1,200.00	1200.00	1,200.00	0	100.00%	0.00
11/11/2013	10-14	EA - Wildlife Survey/Vegetative Analysis/Report	800.00		800.00	1	100.00%	800.00 ✓
	40-022	Pre-Application Meetings	400.00		400.00	0	0.00%	0.00
11/11/2013	21-08	SFWMD - ERP Application	1,600.00		1,600.00	1	100.00%	1,600.00 ✓
	21-09	SFWMD - ERP RAI	2,400.00		2,400.00	0	0.00%	0.00
	45-00	General Project Coordination	0.00			0		0.00

Div: Mon Vendor #

Account #: 14050

Project/Lot/Building: L1002/001/605

Activity #: KJ450

Approval: RJ

DEC 11 2013

Current Charges \$2,400.00

Payments/Credits \$0.00

Invoice Total \$2,400.00



Bio-Tech Consulting Inc.

Environmental and Permitting Services

2002 E Robinson St | Orlando, FL 32803

(407) 894-5969 | info@btc-inc.com

(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 132986

Invoice Date: 1/4/2014

Project Manager: SEB

Project #: 525-04

Contract #: 13-509

Bill To:

Keith Trace

Mattamy Homes

400 Park Avenue South; Suite 220

Winter Park, Florida 32789

Project Name: Tapestry Parcel 8

Date	Item #	Description	Contract	Prev	Rate	Qty	Total %	Amount
	10-17	WR - Wildlife Survey	1,200.00	1200.00	1,200.00	0.0	100.00%	0.00
	10-14	EA - Wildlife Survey/Vegetative Analysis/Report	800.00	800.00	800.00	0.0	100.00%	0.00
	40-022	Pre-Application Meetings	400.00		400.00	0.0	0.00%	0.00
	21-08	SFWMD - ERP Application	1,600.00	1600.00	1,600.00	0.0	100.00%	0.00
12/18/2014	21-09	SFWMD - ERP RAI	2,400.00		110.00	1.0	4.58%	110.00
	45-00	General Project Coordination	0.00			0.0		0.00
11/27/2013	45-00	General Project Coordination w/ SFWMD re: RAI			110.00	0.5		55.00
11/27/2013	45-00	General Project Coordination w/ ACOE re: RAI			110.00	0.5		55.00
12/2/2013	45-00	General Project Coordination w/ Crawford re: SFWMD RAI			110.00	0.5		55.00
12/3/2013	45-00	General Project Coordination w/ Crawford re: SFWMD RAI			110.00	0.5		55.00
12/19/2013	45-00	General Project Coordination w/ ACOE re: DRI			110.00	0.5		55.00

Div: MR Folder # 00299
 Account #: 14050
 Project # 11002/001/105
 Activity: XI450
 Approver: RJ

JAN 17 2014

Current Charges

\$385.00

Payments/Credits

\$0.00

Invoice Total

\$385.00



Bio-Tech Consulting Inc.

Environmental and Permitting Services

002 E Robinson St | Orlando, FL 32803

(407) 894-5969 | info@btc-inc.com

(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 133221

Invoice Date: 2/1/2014

Project Manager: SEB

Project #: 525-04

Contract #: 13-509

Bill To:

Keith Trace

Mattamy Homes

400 Park Avenue South, Suite 220

Winter Park, Florida 32789

Project Name: Tapestry Parcel 8

Date	Item #	Description	Contract	Prev	Rate	Qty	Total %	Amount
	10-17	WR - Wildlife Survey	1,200.00	1200.00	1,200.00	0.0	100.00%	0.00
	10-14	EA - Wildlife Survey/Vegetative Analysis/Report	800.00	800.00	800.00	0.0	100.00%	0.00
	40-022	Pre-Application Meetings	400.00		400.00	0.0	0.00%	0.00
	21-08	SFWMD - ERP Application	1,600.00	1600.00	1,600.00	0.0	100.00%	0.00
1/3/2014	21-09	SFWMD - ERP RAI				1.0		
1/15/2014	21-09	SFWMD - ERP RAI				1.5		
	21-09	SFWMD - ERP RAI	2,400.00	110.00	110.00	2.5	16.04%	275.00
	45-00	General Project Coordination	0.00			0.0		0.00

Div: 1111 Vendor: CL 244
 Account #: 14050
 Project/Job/Building: CL002/001/1039
 Series: X1450
 Approver: KJ

FEB 13 2014

Current Charges \$275.00

Payments/Credits \$0.00

Invoice Total \$275.00

Bio-Tech Consulting Inc.

Environmental and Permitting Services

302 E Robinson St | Orlando, FL 32803

(407) 894-5969 | info@btc-inc.com

(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 133412

Invoice Date: 3/1/2014

Project Manager: SEB

Project #: 525-04

Contract #: 13-509

Bill To:

Keith Trace

Mattamy Homes

400 Park Avenue South, Suite 220

Winter Park, Florida 32789

Project Name: Tapestry Parcel 8

Date	Item #	Description	Contract	Prev	Rate	Qty	Total %	Amount
	10-17	WR - Wildlife Survey	1,200.00	1200.00	1,200.00	0.0	100.00%	0.00
	10-14	EA - Wildlife Survey/Vegetative Analysis/Report	800.00	800.00	800.00	0.0	100.00%	0.00
	40-022	Pre-Application Meetings	400.00		400.00	0.0	0.00%	0.00
	21-08	SFWMD - ERP Application	1,600.00	1600.00	1,600.00	0.0	100.00%	0.00
2/11/2014	21-09	SFWMD - ERP RAI				1.0		
2/12/2014	21-09	SFWMD - ERP RAI				1.0		
2/14/2014	21-09	SFWMD - ERP RAI				0.5		
2/17/2014	21-09	SFWMD - ERP RAI				0.5		
2/18/2014	21-09	SFWMD - ERP RAI				1.0		
	21-09	SFWMD - ERP RAI (TOTAL)	2,400.00	385.00	110.00	4.0	34.38%	440.00 ✓
	45-00	General Project Coordination	0.00			0.0		0.00

MAR 07 2014

Div: mar Vendor: 00299
Account: 14050
Project: L1002/001/001
Amount: 86260
Approved: ELJ

tapes

Current Charges \$440.00

Payments/Credits \$0.00

Invoice Total \$440.00

Bio-Tech Consulting Inc.
 Environmental and Permitting Services
 2002 E Robinson St | Orlando, FL 32803
 (407) 894-5969 | info@btic-inc.com
 (877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 133606
 Invoice Date: 4/1/2014
 Project Manager: SEB
 Project #: 525-04
 Contract #: 13-710

Bill To:

Keith Trace
 Mattamy Homes
 400 Park Avenue South, Suite 220
 Winter Park, Florida 32789

Project Name: Tapestry Parcel 8

Date	Item #	Description	Contract	Prev	Rate	Qty	Total %	Amount
3/4/2014	21-11	SFWMD - CE Release Request	1,200.00		1,200.00	1.0	100.00%	1,200.00 ✓
3/7/2014	21-13	SFWMD - CE Release RAI				2.0		
3/11/2014	21-13	SFWMD - CE Release RAI				2.0		
3/13/2014	21-13	SFWMD - CE Release RAI				0.5		
3/13/2014	21-13	SFWMD - CE Release RAI				0.5		
	21-13	SFWMD - CE Release RAI (TOTAL)	2,400.00		110.00	5.0	22.92%	550.00 ✓
	45-00	General Project Coordination	100.00		100.00	0.0	0.00%	0.00
<div> <div>APR 08 2014</div> <div> <div>Div: <u>med</u> Vendor # <u>00299</u></div> <div>Account #: <u>17050</u></div> <div>Project/Lot/Building: <u>L1002/001/007</u></div> <div>Activity #: <u>XG 260</u></div> <div>Sub: <u>AJ</u></div> </div> <div> <div>Division</div> <div>Project</div> <div>BLDG</div> <div>Activity</div> <div>Approval</div> </div> <div> <div>Account</div> <div>Vendor</div> <div>Lot</div> <div>Date</div> <div>Entered</div> </div> </div>								

Current Charges \$1,750.00

Payments/Credits \$0.00

Invoice Total \$1,750.00



Bio-Tech Consulting Inc.

Environmental and Permitting Services

2002 E Robinson St | Orlando, FL 32803

(407) 894-5969 | info@btc-inc.com

(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 133807

Invoice Date: 5/1/2014

Project Manager: SEB

Project #: 525-04

Contract #: 13-710

Bill To:

Keith Trace
Mattamy Homes
1900 Summit Tower Blvd., Suite #500
Orlando, FL 32810

Project Name: Tapestry Parcel 8

Date	Item #	Description	Contract	Prev	Rate	Qty	Total %	Amount
4/1/2014	21-11	SFWMD - CE Release Request	1,200.00	1200.00	1,200.00	0	100.00%	0.00
	21-13	SFWMD - CE Release RAI coord w/ Ady re CE/ERP RAI, timing, etc. coord w/ Trace/Crawford				1		
4/8/2014	21-13	SFWMD - CE Release RAI				1		
4/24/2014	21-13	SFWMD - CE Release RAI				1		
	21-13	SFWMD - CE Release RAI (TOTAL)	2,400.00	550.00	110.00	3	36.67%	330.00 ✓
	45-00	General Project Coordination	100.00		100.00	0	0.00%	0.00

Div: MNR	Vendor # 00249
Account #: 14050	
Project/Lot/Building: L1002/001/LOT	
Activity #: 46260	
Approval: RJ	

RECEIVED MAY 08 2014

Current Charges

\$330.00

Payments/Credits

\$0.00

Invoice Total

\$330.00



Bio-Tech Consulting Inc.

Environmental and Permitting Services

2002 E Robinson St | Orlando, FL 32803

(407) 894-5969 | info@btc-inc.com

(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 133987

Invoice Date: 6/1/2014

Project Manager: SEB

Project #: 525-04

Contract #: 13-710

Bill To:

Keith Trace

Mattamy Homes

1900 Summit Tower Blvd, Suite #500

Orlando, FL 32810

Project Name: Tapestry Parcel 8

Date	Item #	Description	Contract	Prev	Rate	Qty	Total %	Amount
5/22/2014	21-11	SFWMD - CE Release Request	1,200.00	1,200.00	1,200.00	0	100.00%	0.00
	21-13	SFWMD - CE Release RAI	2,400.00	880.00	2,400.00	0	36.67%	0.00
	21-03	SFWMD - Formal Wetland RAI			110.00	1		110.00 ✓

Div: _____ Vendor # _____

Account #: _____

Project/Lot/Building: _____

Activity #: _____

Approval: _____

Division MOR	Account 14050
Project L1002	Vendor 00299
BLDG 001	Lot 0054
Activity XI 4.50	Date 6-19-14
Approval FJ/ DL	Entered

Current Charges \$110.00

Payments/Credits \$0.00

Invoice Total \$110.00

PAY TO:
Bio-Tech Consulting, Inc
 2002 E Robinson Street
 Orlando, FL 32803

VENDOR NO. 00299 **CHECK TOTAL** *\$139,523.63 **CHECK NO** 26461
CHECK DATE 7/18/2016

Invoice	Date	Description	Gross Amt	Adjusts	Net Amount
139945	06/16/16	L1002/GEN/COST	49448.63	0.00	49448.63
139945	Tapestry	Land Gen. Costs	L1002 Tapestry		
139947	06/16/16	L1002/GEN/COST	1680.00	0.00	1680.00
139947	Tapestry	Land Gen. Costs	L1002 Tapestry		
139951	06/20/16	L1016/000/0000	88395.00	0.00	88395.00
139951	Zanzibar	Land Development	L1016 Zanzibar Land Development		
Check Subtotal ----->>			139523.63	0.00	139523.63
=====					

Please detach before presenting for payment

MATTAMY HOMES ORLANDO
 1900 Summit Tower Blvd #500
 Orlando, FL 32810

WELLS FARGO

66-24
 1210

CHECK NO.
26461
7/18/2016
Operating

PAY ***One Hundred Thirty Nine Thousand Five Hundred Twenty Three Dollars And 63 Cents*

*\$139,523.63

To
 The
 Order
 Of

Bio-Tech Consulting, Inc
 2002 E Robinson Street
 Orlando, FL 32803

*** COPY ***
 NON-NEGOTIABLE

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

P U R C H A S E O R D E R

Number: 00190252 Date: 07/15/2016

Plan Details

For: (XI450) Environmental Consultant STANDARD

Revised: __/__/__

To: 00299-Bio-Tech Consulting, Inc
2002 E Robinson Street
Orlando, FL 32803

Ship To: L1002/GEN/COST
Tapestry
Tapestry Land Gen. Costs
Winter Park, FL 32789

Lot/Block
/

Group: 150
Will Call To Verify Ship Date
Date Required: __/__/__ (Estimated)
Superintendent:

CO:

F.O.B.:
Ship Via:
Payment Terms: semi-monthly

Resource/Use	Description	Unit	Quantity	Price	Extension
0	Land Dev. Costs	bid	1.00	1,680.000	1,680.00
0	Land Dev. Costs	bid	1.00	49,448.630	49,448.63

Sub-Total	51,128.63
Sales Tax	0.00
Total Amt	51,128.63

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: See Signed Invoices

By: _____

By: _____

Title: _____

Title: _____

Title: _____

Date: 7-15-16

Date: _____

Date: _____

Jul 15, 2016
03:58:24 pm

Mattamy Orlando
BILLING SCHEDULE 'A'

Page: 5
d11

Project: L1002, Tapestry
Bldg/Unit: GEN/COST Tapestry Land Gen. Costs
Activity: XI450 Environmental Consultant

Vendor: 00299 Bio-Tech Consulting, Inc
P.O.: 00190252 Close Out: n
Invoice: 139945 Date 06/16/2016

Resource	Qty	Unit	Contract Unit Price	Amount	Quantity	Previous Billing Amount	Quantity	Billed To Date Amount	Quantity	Pending Invoices Amount	Quantity	This Invoice Amount
0	/		Land Dev. Costs	Tax	0.00	0.00	0.00	0.00	1.00	1,680.00	0.00	0.00
	1.00 bid		1,680.000	1,680.00	0.00 %		0.00 %		100.00 %		0.00 %	
0	/		Land Dev. Costs	Tax	0.00	0.00	0.00	0.00	0.00	0.00	1.00	49,448.63
	1.00 bid		49,448.630	49,448.63	0.00 %		0.00 %		0.00 %		100.00 %	
	100.00 %											
				51,128.63		0.00		0.00		1,680.00		49,448.63

Total Billable 49,448.63
Less Retention This Billing 0.00
Balance Due This Billing 49,448.63
Plus GST This Billing 0.00
Total Due 49,448.63

Previous Billing 0.00
Billing Last 90 Days 0.00
Billing Last 60 Days 0.00
Billing Last 30 Days 0.00



Bio-Tech Consulting Inc.

Environmental and Permitting Services

2002 E Robinson St | Orlando, FL 32803

(407) 894-5969 | info@btc-inc.com

(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 139945

Invoice Date: 6/16/2016

Project Manager: SEB




Project #: 525-04

Contract #: 15-498

Bill To:

Mattamy Homes
1900 Summit Tower Blvd.
Suite #500
Orlando, FL 32810

Project Name: Tapestry Parcel 8

Date	Item #	Description	Contract	Prev	Rate	Qty	Total %	Amount										
5/27/2016	77-03	Planting - Wetland Mitigation Areas - Wetland 1	45,949.25	13792.13	45,949.25	0	30.02%	0.00										
5/27/2016	77-03	Planting - Wetland Mitigation Areas - Wetland 2	31,535.00	9,465.55	22,069.45	1	100.00%	22,069.45										
5/27/2016	77-03	Planting - Wetland Mitigation Areas - Wetland 3	39,121.50	11742.32	27,379.18	1	100.00%	27,379.18										
<table><tr><td>Division</td><td>Account</td></tr><tr><td>Project 41002/6FW</td><td>Vendor</td></tr><tr><td>BLDG</td><td>Lot</td></tr><tr><td>Activity</td><td>Date</td></tr><tr><td>Approval </td><td>Entered</td></tr></table>									Division	Account	Project 41002/6FW	Vendor	BLDG	Lot	Activity	Date	Approval 	Entered
Division	Account																	
Project 41002/6FW	Vendor																	
BLDG	Lot																	
Activity	Date																	
Approval 	Entered																	

Current Charges \$49,448.63

Payments/Credits \$0.00

Invoice Total \$49,448.63

POULOS & BENNETT

Poulos & Bennett, LLC • 4625 Halder Lane, Suite B • Orlando, Florida 32814 • (407) 487-2594 • www.poulosandbennett.com

November 8, 2012

Mr. Steve Parker

~~Mattamy Homes, Inc~~

400 S Park Ave Ste 220

Winter Park, FL 32789

Steve.Parker@mattamyhomes.com

Mattamy (Jacksonville) Partnership



Subject: Contract Agreement for Bronson Parcel 8
Poulos & Bennett Job No. 12-068

Pursuant to your request, Poulos & Bennett, LLC is pleased to provide a contract agreement ("Agreement") for professional engineering services for the proposed Bronson Parcel 8 property. The Bronson Property is located within the City of Kissimmee, FL.

Poulos & Bennett, LLC ("Poulos & Bennett") and Mattamy Homes, Inc ("Client") enter into this Agreement as follows:

Mattamy (Jacksonville) Partnership



SCOPE OF SERVICES:

6.0 Opinion of Probable Construction Cost

Utilizing previous contractor bid information for similar projects, Poulos and Bennett will prepare an Opinion of Development Cost for the Parcel 8 improvements. Poulos & Bennett will utilize the concept plan prepared by PerryBecker for the proposed development. The opinion of construction cost will include: sanitary sewer, potable water, reclaimed water, stormwater, paving and grading. This opinion of construction cost is preliminary in nature and subject to final engineering design and permitting.

7.0 Due Diligence Assistance

To assist the Client in their due diligence on the subject property, Poulos & Bennett will prepare a report summarizing the findings of the following items:

a. Zoning

Poulos & Bennett will identify the existing zoning classification, conditions of approval and summarize the approved development program.

b. Flood Plain

Poulos & Bennett will utilize readily available published information from Federal Emergency Management Agency ("FEMA") Maps to identify the designated flood zone, if applicable.

TIMING:

Poulos & Bennett will begin the work included in the Scope of Services within two (2) days of the receipt of this executed Agreement. A preliminary project schedule will be prepared pursuant to the execution of this agreement. The preliminary schedule will be dependent on the timely receipt of information from several outside consultants contracted directly with the Client and with agency cooperation.

PAYMENT:

Poulos & Bennett will submit invoices for payment to the Client Monthly. Invoicing for lump sum projects will be based on the estimate of percentage of total services completed as of the date of the invoice. Invoicing for hourly projects will include all hours chargeable through the service date as referenced on the invoice. Payment will be due within thirty (30) days of the date of the invoice. An interest rate of 1.25% will be applied to any outstanding balance in excess of sixty (60) days from the date of invoice, computed from thirty (30) days from the date of invoice.

Reimbursables will be charged on a direct cost basis times a multiple of 1.20. Reimbursables shall include, but not be limited to, all prints and reproduction costs associated with reports, prints and reproducibles, postage and shipping, expenses to travel outside a thirty (30) mile radius of the office.

INSURANCE:

During the course of performing services under this Agreement and for a period of one (1) year thereafter, Poulos & Bennett shall maintain a minimum of \$1,000,000 in general liability insurance.

Client agrees that Poulos & Bennett's liability for any damages, attorney fees, and costs on account of any error, omission or other professional negligence shall be limited to a sum not to exceed \$1,000,000.00.

GENERAL CONDITIONS:

All General Conditions will be pursuant to the original Agreement, Exhibit A.

EXHIBIT "A"
GENERAL CONDITIONS TO AGREEMENT

1. Client or a duly authorized representative is responsible for providing POULOS & BENNETT with a clear understanding of the Project nature and scope. Client shall supply POULOS & BENNETT with sufficient and adequate information to allow POULOS & BENNETT for properly complete the specified services. Client shall also communicate changes in the nature and scope of the Project as soon as possible during performance of the services so that the changes can be incorporated into the work product.
2. Services performed by POULOS & BENNETT under this Agreement are to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of POULOS & BENNETT's profession practicing contemporaneously under similar conditions in the locality of the Project. No set of Project plans or reports are perfect. No warranty, expressed or implied, is made. Client recognizes and understands that the design and construction process is complicated and that once Project plans are finalized that changes in the Project plans are a normal process and will become necessary due to subsurface conditions, new information, changed conditions, governmental requirements, conflicts with existing conditions, mistakes, errors, omissions and other issues. POULOS & BENNETT will correct any errors, mistakes, or omissions in its Project plans for no additional fee, but shall not be responsible or liable for the construction costs of changes required by same or other damages.
3. Client recognizes that subsurface conditions (soils, underground utilities, water tables, etc.) may not be known or may vary from those observed at locations where borings, surveys, studies, or other explorations are made, and that site conditions may change with time. Client understands and recognizes that such work may not reveal any or all subsurface conditions. Client shall not hold POULOS & BENNETT liable for failure to locate or determine the presence of such subsurface conditions. Interpretations and recommendations by POULOS & BENNETT will be based solely on information available to POULOS & BENNETT at the time of the services.
4. Client will grant or obtain free access to the Project site in a timely manner for all equipment and personnel necessary for POULOS & BENNETT to perform the services set forth in the agreement.
5. In the event Client has not paid a POULOS & BENNETT invoice within 30 days, then upon seven (7) days written notice, POULOS & BENNETT may suspend all services and work. Client agrees that POULOS & BENNETT shall not be liable for any damages or delays caused by POULOS & BENNETT's suspension of such services and work. POULOS & BENNETT shall not recommence services and work until Client has paid all past due invoices in full. Client shall be responsible for and shall pay to POULOS & BENNETT, all of POULOS & BENNETT's reasonable attorneys' fees, court costs, expenses, and POULOS & BENNETT's employees' time, in the event POULOS & BENNETT is required to take any action to collect past due invoices. In addition, all invoices not paid within 30 days shall bear interest at 1.5% per month.
6. All reports, plans, specifications, field data, field notes, drawings, calculations, estimates, and any other documents prepared by POULOS & BENNETT ("Documents") are and shall remain the property of POULOS & BENNETT. Client is granted a non-exclusive license to utilize the documents prepared by POULOS & BENNETT only for the specific project set forth in this Agreement.
7. Client agrees that all Documents furnished to the Client, which are not paid for, shall be returned upon demand and will not be used by Client for any purpose.

19. The rates, fees, and prices set forth in this Agreement do not include permit, application, or filing fees. Client shall be responsible for the payment of same.
20. Since POULOS & BENNETT has no control over the cost of labor, materials, equipment, or services furnished by others, or over any contractor's of determining prices, or over competitive bidding or market conditions, POULOS & BENNETT's opinions of Project costs and constructions costs are made on the basis of POULOS & BENNETT's experience and qualifications and represent POULOS & BENNETT's best judgment as professional engineers familiar with the construction industry.; but POULOS & BENNETT cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from opinions of costs prepared by POULOS & BENNETT. If prior to the bidding or negotiating phase Client wishes assurance as to Project construction costs, Client shall employ and pay an independent cost estimator.
21. POULOS & BENNETT does not supervise the work of contractors. POULOS & BENNETT shall not, during site visits or as a result of observations of any contractor's work in progress, supervise, direct, or have control over said contractor's work nor shall POULOS & BENNETT have authority over or responsibility for the means, methods, schedule, techniques, sequences, or procedures of construction selected by said contractor or safety precautions and programs incident to the work of the contractor or for any failure of the contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor furnishing and performing its work. Accordingly, POULOS & BENNETT does not warrant or guarantee the performance of the construction by any contractor nor shall POULOS & BENNETT have any responsibility for any contractor's failure to furnish or perform its work in accordance with the Contract Documents. Client shall not hold POULOS & BENNETT responsible for any contractor's failure to timely perform or complete the work.
22. Client agrees that POULOS & BENNETT is currently and is free at any time in the future to provide services to other POULOS & BENNETT clients for projects in the same geographic area as Client's Project. In the event that this Agreement is terminated for any reason, Client agrees that POULOS & BENNETT is free to provide services to other POULOS & BENNETT clients for projects for the same property or in the same location as Client's Project. Client understands that POULOS & BENNETT cannot disclose to Client our other clients' confidential intentions, proposed uses, valuations, and business relationships regarding their projects. Likewise, POULOS & BENNETT cannot disclose Client's similar confidential information to other POULOS & BENNETT clients. POULOS & BENNETT believes that this non-disclosure of confidential information will not influence POULOS & BENNETT's professional engineering judgment or the quality of the services provided to the client. Client agrees to waive any conflicts of interest created or related to the above.
23. Since POULOS & BENNETT has no control over government regulations and decision making, POULOS & BENNETT's opinions on whether any potential project or development proposal will gain governmental approval are based on POULOS & BENNETT's experience and qualifications and represent POULOS & BENNETT's best judgment as Professional Engineers; but POULOS & BENNETT cannot and does not guarantee that any governmental approval will be obtained.
24. Either party may terminate this Agreement without cause upon giving the other party seven (7) days written notice. In the event of termination, POULOS & BENNETT will be paid for all services and reimbursable expenses completed through the date of termination based on the percentage of work completed at the time of termination. As long as POULOS & BENNETT has been paid to date, Client will have the right to receive copies of drawings, calculations, and documents regarding services performed up to the times of termination.

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") made this 26th day of August 2013, by and between Poulos & Bennett, LLC, a Florida Limited Liability Corporation ("Engineer"), and Mattamy (Jacksonville) Partnership, a Florida general partnership ("Mattamy").

RECITALS

1. Mattamy owns certain real property located in Osceola County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein ("Property").

2. Mattamy intends to develop the Property into 1,037 residential single family lots ("Project") ("Intended Development") in accordance with all applicable federal, state and county statutes and codes, and governmental agency and authority rules and regulations (collectively "Governmental Requirements").

3. Mattamy desires to engage Engineer to obtain or assist Mattamy in obtaining the necessary permits, approvals, and entitlements in accordance with Governmental Requirements, and to develop, design and create site plans, engineering plans, construction plans, hydrologic models, and construction observation, and certification (collectively and as more particularly described in this Agreement, the "Engineering").

4. Engineer agrees to provide the Engineering upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, Mattamy and the Engineer agree as follows:

ARTICLE I

RECITALS

1.1 Recitals. The above recitals are true and correct and are expressly incorporated herein.

ARTICLE II

ENGINEERING SERVICES

2.1 Basic Engineering: The Engineer shall faithfully and diligently perform all engineering services in a professional manner, including those enumerated in Exhibit "B" and those normally and customarily provided by Engineer in the course of performing such services, all in accordance with the terms and conditions of this Agreement. Engineer shall perform its services in accordance with the degree of skill and care exercised by practicing design professionals performing similar services under similar conditions ("Standard of Care").

2.2 Additional Engineering: Mattamy reserves the right to increase or decrease the scope of Engineer's Engineering. Engineer shall be compensated in accordance with Article IV hereof. If Mattamy decreases the scope of Engineer's Engineering, an equitable adjustment shall be made in the fees provided in Article IV as mutually agreed between the parties. Mattamy shall request proposals for change in scope and Engineer shall perform no Additional Engineering unless Mattamy has approved such Additional Engineering in writing.

2.3 Engineer's Representations

2.3.1 Engineer will perform the Engineering Services in accordance with all applicable codes, laws, rules and regulation in force at the time of completion of the Engineering in the jurisdiction in

provided hereunder, to the appropriate local, state or federal taxing authority, including (without limitation) employment, sales, use and service taxes.

4.2 Reimbursable Expenses: Mattamy shall reimburse Engineer for the following expenses at actual cost, in addition to the Contract Sum:

- a. Printing and photocopying of construction sets, progress sets, permit sets and bid sets necessary for permit applications and plan approvals, when requested by Mattamy, and as reasonably necessary to facilitate the Intended Development.
- b. Express mail or delivery services to Mattamy or other engineers contracted by Mattamy.
- c. Permitting and governmental approval application fees.
- d. Long distance telephone and telecopies.

No expenses other than those listed above shall be reimbursed without Mattamy's express and sole consent. All reimbursable expenses will be paid to Engineer at actual cost without markup for overhead and profit. Receipts are required for all expenses.

4.3 Compensation For Additional Engineering: As directed by Mattamy, the Engineer shall perform Additional Engineering on either a "time and expense" basis at the fixed hourly rate for the Engineer's personnel as listed in the Engineer's Hourly Rates Schedule (as set forth in the Fee Schedule), or an agreed-upon lump sum amount, incurred specifically as a result of such Additional Engineering.

4.4 Records: Mattamy shall have the right to audit all of Engineer's books, ledgers, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other documents pertinent to the Project and Engineer's work performed pursuant to this Agreement. Engineer shall preserve and make available at Engineer's offices at all reasonable times all such records from the full execution of this Agreement until a period of three (3) years following the receipt of a certificate of occupancy for the Project. In the event of a termination of this Agreement, such records shall be made available for three (3) years following such termination. Records pertaining to claims, to litigation or the settlement of claims arising under or relating to the performance of this Agreement shall be retained and made available until disposition of such appeals, litigation, or claims.

4.5 Payment Procedure:

4.5.1 Engineer shall submit monthly requests for payment to Mattamy in the form of the Request for Payment (attached hereto as Exhibit "C"). Requests for Payment shall be submitted on or before the 20th day of the month. Mattamy shall pay Engineer the amount owed on or before the 30th day of the month immediately following the month in which Mattamy receives the Engineer's Request for Payment.

4.5.2 Payments for Engineering shall be made as provided in the Fee Schedule.

4.5.3 The Request for Payment shall be in proportion to Engineering performed and shall not exceed the percentages of the total fee at the completion of the respective phase of Engineer's Engineering as provided in Exhibit "B" and in the Fee Schedule. Mattamy reserves the right to reject any Request for Payment that is based on a percentage of completion in excess of that which Mattamy deems reasonable. Rejected requests may result in delayed payment.

4.5.4 Final payment shall be made upon (i) the full completion of Engineer's Engineering hereunder, (ii) the acceptance of the Project by Mattamy, and (iii) the submission of a

liability, personal injury, and a severability of interest provision. If the general liability coverages are provided under the Commercial General Liability policy form, the General Aggregate Limit shall be not less than \$3,000,000, and it shall apply in total to this Project only by specific endorsement. Such insurance shall name Mattamy and their representatives, partners, and lenders as additional insureds, and shall be endorsed to provide that the coverages will be primary and that any insurance carried by such parties shall be excess;

- d. Business Auto Liability Insurance including owned, non-owned and hired vehicles with combined single limits for bodily injury and property damage of \$1,000,000 each occurrence; and
- e. Consulting Engineer's Liability Insurance for not less than \$1,000,000 per claim, \$1,000,000 annual aggregate and \$2,000,000 project aggregate covering claims resulting from negligent errors, omissions, or acts of the Engineer. Any deductible will be subject to Mattamy's prior approval. For purposes of this Agreement, Engineer shall maintain Professional Liability Insurance for at least two (2) years from the date of Occupancy of the project or completion of construction, whichever occurs later. If the professional liability insurance policy is written on a "claims made" basis, the Engineer must maintain said policy for at least three (3) years after the final completion date of the Project and the Engineer must provide certificates of insurance evidencing such coverage until this obligation has been fulfilled.

6.3 Insurance Certificates: Engineer shall deliver the original of the initial Certificates of Insurance, as well as all notices of cancellation, terminations and alterations of such policies to Mattamy:

Engineer will submit such certificates to Mattamy prior to commencement of Engineering. Additionally, Mattamy shall be entitled to demand that Engineer, from time to time, furnish evidence that the insurance required by this Agreement is in effect, and such evidence shall be provided within ten (10) days of the request. Engineer shall notify Mattamy immediately if its insurance coverage is terminated or substantially modified for any reason. Engineer shall automatically provide Mattamy with a renewal certificate within ten (10) days of the lapse of insurance.

ARTICLE VII

GENERAL PROVISIONS

7.1 Successors and Assigns: Mattamy and Engineer each bind itself, its partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign sublet, or transfer its interest in this Agreement without the prior written consent of Mattamy. Engineer agrees that Mattamy may assign its interest, and the drawings and specifications, if required, in this Agreement to Mattamy or such entity as Mattamy may designate at any time upon five (5) days written notice.

7.2 Third-Party Beneficiaries: Mattamy and Engineer do not intend by this Agreement to create or establish any enforceable third-party beneficiary rights or to intentionally benefit any third party.

7.3 Proprietary Information: Engineer agrees to refrain from disclosing proprietary information obtained from Mattamy and to refrain from disclosing, without Mattamy's prior written authorization, any material developed in carrying out its Engineering.

7.4 Employee Responsibilities: Engineer agrees that all persons performing Engineering herein are employees or agents of Engineer. Engineer further agrees that it will be solely responsible for the payment of all taxes and benefits required by law for said employees or agents without liability to Mattamy.

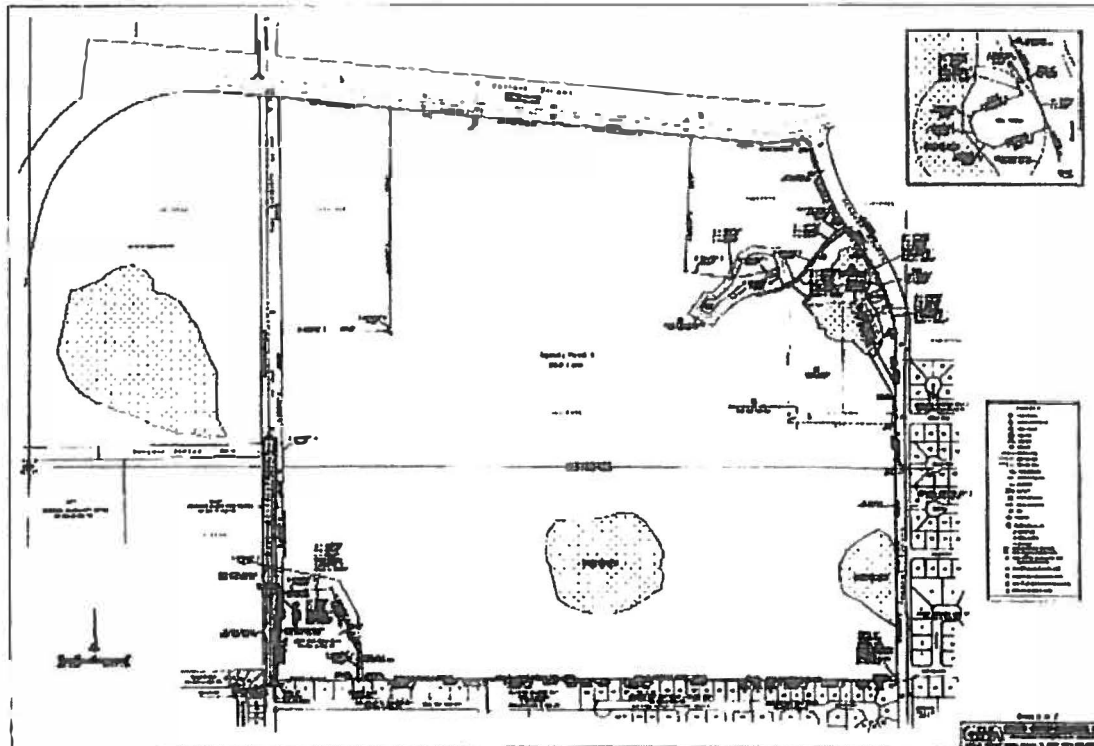
7.14 Equal Employment Opportunity: Engineer shall comply with all applicable federal, state and local non-discrimination, non-segregation, affirmative action, veterans employment, and handicapped employment laws, rules, regulations, and orders (collectively, the "EEO Requirements"). Engineer will furnish, upon request, information and reports required by the EEO Requirements. Engineer shall include the provisions of this Section 7.14 in every subcontract so that such provisions will be binding upon each engineer, Subcontractor, or vendor performing services or providing materials relating to the Project.

Exhibit A: Property

Legal Description

A portion of Sections 8 and 17, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

BEGIN at the northeast corner of SHADOW BAY UNIT THREE, according to the plat thereof, as recorded in Plat Book 4, Page 73, Public Records of Osceola County, Florida; thence run N 89°47'31" W, along the north line of said SHADOW BAY UNIT THREE, a distance of 820.53 feet to a point on the north line of SHADOW BAY UNIT FOUR - PHASE ONE, according to the plat thereof, as recorded in Plat Book 1, Page 132, Public Records of Osceola County, Florida; thence continue N 89°47'31" W, along the north line of said SHADOW BAY UNIT FOUR - PHASE ONE, a distance of 1040.00 feet to a point on the north line of THE VILLAS OF SHADOW BAY, PHASE II ADDITION, A CONDOLINIUM, according to the plat thereof, as recorded in Condominium Book 2, Page 133, Public Records of Osceola County, Florida; thence continue N 89°47'31" W, along the north line of the VILLAS OF SHADOW BAY, PHASE II ADDITION, a distance of 560.73 feet to a point on the north line of THE VILLAS AT SHADOW BAY, according to the plat thereof, as recorded in Plat Book 4, Page 124, Public Records of Osceola County, Florida; thence continue N 89°47'31" W, along the north line of the VILLAS AT SHADOW BAY, a distance of 798.89 feet to a point on the westerly line of the plat BOYS AND GIRLS CLUB, as recorded in Plat Book 21, Page 117, Public Records of Osceola County, Florida; thence run along the boundary lines of said BOYS AND GIRLS CLUB, the following four (4) courses and distances: run N 00°12'08" E, a distance of 177.57 feet; thence run N 23°02'33" W, a distance of 413.39 feet to a point of curvature of a non-tangent curve, concave northerly, having a radius of 805.00 feet; thence, on a chord bearing of S 84°28'48" W and a chord distance of 152.83 feet, run along the arc of said curve a distance of 153.67 feet through a central angle of 105°33'39" to the point of tangency thereof; thence run S 89°55'39" W, a distance of 150.55 feet to a point on the westerly right-of-way line of Dyer Boulevard, as recorded in Official Records Book 3813, Page 0028, Public Records of Osceola County, Florida; thence run along the proposed northerly extension of the westerly right-of-way line of Dyer Boulevard the following three (3) courses and distances: run N 00°04'21" W, a distance of 881.08 feet; thence run N 03°38'31" W, a distance of 80.18 feet; thence run N 00°04'21" W, a distance of 877.09 feet; thence, departing the proposed westerly right-of-way line of Dyer Boulevard, run N 89°55'39" E, a distance of 547.84 feet; thence run S 65°42'58" E, a distance of 41.08 feet; thence run N 00°04'21" W, a distance of 1,368.47 feet to a point on the southerly right-of-way line of Carroll Street, as recorded in Official Records Book 825, Page 1372, Public Records of Osceola County, Florida; thence run S 84°32'38" E, along the southerly right-of-way line of Carroll Street, a distance of 1,843.60 feet; thence, departing said southerly right-of-way line, run S 02°35'38" W, a distance of 817.77 feet; thence run S 78°41'32" E, a distance of 161.64 feet to a point of curvature of a curve, concave northerly, having a radius of 600.00 feet and a central angle of 22°47'58"; thence run easterly along the arc of said curve, a distance of 238.78 feet to the point of tangency thereof; thence run N 77°30'30" E, a distance of 188.61 feet; thence run S 22°01'35" E, a distance of 110.00 feet to a point of curvature of a non-tangent curve, concave northeasterly, having a radius of 346.18 feet; thence, on a chord bearing of N 52°56'30" E and a chord distance of 179.50 feet, thence run northeasterly along the arc of said curve, a distance of 181.58 feet, through a central angle of 30°03'09" to the point of tangency thereof; thence run N 37°54'38" E, a distance of 173.94 feet to a point of curvature of a curve, concave southeasterly, having a radius of 340.00 feet and a central angle of 17°17'17"; thence run northeasterly along the arc of said curve, a distance of 102.58 feet to the point of tangency thereof; thence run N 55°27'13" E, a distance of 87.48 feet to a point on the westerly right-of-way line of Thatcher Avenue; thence run southerly along said westerly right-of-way line, the following two (2) courses and distances: run S 34°47'47" E, a distance of 208.21 feet to a point of curvature of a curve, concave southeasterly, having a radius of 1,100.00 feet and a central angle of 11°14'08"; thence run southeasterly along the arc of said curve, a distance of 215.70 feet to a point on said curve; thence, departing the westerly right-of-way line of Thatcher Avenue, run S 69°21'44" W, a distance of 20.03 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 1080.00 feet; thence on a chord bearing of S 23°06'38" E and a chord distance of 19.03 feet, run along the arc of said curve a distance of 19.03 feet through a central angle of 01°00'35" to a point on said curve; thence run S 68°16'10" W, a distance of 77.48 feet; thence run S 24°18'10" W, a distance of 15.26 feet; thence run S 20°43'30" E, a distance of 28.72 feet; thence run S 63°43'30" E, a distance of 28.77 feet; thence run N 68°16'10" E, a distance of 68.57 feet to a point on the storeable westerly right-of-way line of Thatcher Avenue; said point being a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 1100.00 feet; thence run southerly along the westerly right-of-way line of Thatcher Avenue the following courses and distances: on a chord bearing of S 13°32'28" E and a chord distance of 225.34 feet, run along the arc of said curve a distance of 225.73 feet through a central angle of 11°45'28" to the end of said curve; thence run S 00°26'07" W, a distance of 818.78 feet; thence run S 00°24'48" E, a distance of 1288.12 feet to the POINT OF BEGINNING.



model will include connection pressures obtained from TWA and wastewater demands based on the preliminary plat. The master reclaimed water plan will include preliminary connection location(s) and reclaimed water main locations. The master utility plans will be designed in accordance with TWA and Florida Department of Environmental Protections ("FDEP") specifications and requirements.

It is assumed that the potable water main, sanitary force main and reclaimed water main will connect to existing utilities within the Dyer Blvd and Carroll Street right-of-way. Upon completion, the master utility plans will be reviewed with the Client. Upon Client approval, applications will be prepared for the master utility plans and submitted to TWA for review and approval. Poulos & Bennett will respond to requests for additional information.

TASK THIRTEEN: Final Engineering Plans and Permitting – Phase 1 Lift Station

Poulos & Bennett will prepare final engineering plans for the Phase 1 Lift Station. It is anticipated that this lift station will be located within Parcel I south of the center pond. The lift station design may require the services of an electrical engineer. Should this be required, Poulos & Bennett will assist the Client in obtaining proposals for the lift station electrical design and will work with the selected consultant to complete the design. Upon completion of the design, Poulos & Bennett will submit to TWA for review and approval.

TASK FOURTEEN: Final Engineering Plans and Permitting (Phase 1) – Residential Subdivision

Utilizing the approved Preliminary Plat, as well as survey and geotechnical information provided by the Client, Poulos & Bennett will initiate civil engineering design activities, as required, to prepare final site construction plans for the project. The engineering plans will be designed in accordance with the South Florida Water Management District ("SFWMD"), City of Kissimmee, TWA and FDEP criteria. The civil engineering plans will include the following:

- Onsite roadway Plan and Profile drawings detailing roadway elevations and grades, as well as underground utilities (sanitary sewer, potable water & reclaimed water) and storm sewer pipes and inlets
- Roadway details and underdrains, if required by the city or geotech engineer
- Onsite drainage plans and details
- Primary stormwater management system design and secondary drainage systems (HGL calculations), inclusive of any lot drainage and yard drains
- Signage and striping plan
- Erosion Control Plans
- Lot grading plans and details
- Coordination with site surveyor for survey, boundary, utility and topography information and final geometry plan
- Coordination with the geotechnical engineer on soil suitability, pavement design, underdrain recommendations and soil and groundwater properties
- Coordination with KUA regarding site power distribution. Poulos & Bennett will depict utility sleeves on the construction plans.
- Poulos & Bennett will provide top and bottom elevations of anticipated retaining walls.

Upon completion of the final site construction plans and permit applications, Poulos & Bennett will review with the Client. Following Client approval, Poulos & Bennett will submit to the SFWMD, City of Kissimmee, Toho Water Authority and FDEP for construction plan approval. Poulos & Bennett will attend all required agency meetings on behalf of the Client during the review process.

Any revisions to the construction plans resulting from new or additional information after the submission of the Final Construction Plans will be performed as Additional Services in accordance with this agreement.

- Poulos & Bennett will conduct a pre-construction conference with representatives of the selected contractor, City of Kissimmee, TWA, and the Client.
- Poulos & Bennett will respond to Requests for Information (RFIs) from the contractor to clarify or provide additional information for the approved construction plans. Any substantial changes to the approved construction plans will be provided as Additional Services as specified in this Agreement.
- Poulos & Bennett will review utility crossings pursuant to FDEP certification requirements. The site contractor shall be required to provide 48 hr notice of scheduled utility crossing.
- Poulos & Bennett will review contractor's shop drawings and conduct up to two (2) site visits per month for purposes of observing construction progress.
- Poulos & Bennett will utilize Record Drawings as prepared by the project surveyor, to conduct a final site visit and submit a letter of substantial completion and related close-out documents, including the SFWMD Construction Certification.
- Poulos & Bennett will obtain FDEP potable and waste water clearances upon receipt of the bacteriological test results and as-built record drawings.

It is the contractor's responsibility to prepare and process the National Pollutant Discharge Elimination System ("NPDES") Notice of Intent ("NOI"), Stormwater Pollution Prevention Plan ("SWPPP"), perform weekly monitoring and file for the Notice of Termination ("NOT"). Poulos & Bennett will provide the base files of the construction plans to the contractor to assist in this task.

TASK EIGHTEEN: Plat Coordination

Poulos & Bennett will assist the client, in processing the final plat for phase 1. The project surveyor will be responsible for the preparation of the plat; the Client will be responsible to provide all necessary legal documents and title work.

TASK NINETEEN: Project Meetings

Poulos & Bennett will prepare for and attend project meetings as requested by the Client. Additionally, Poulos & Bennett will prepare for and attend public meetings to represent the project. It is anticipated that these meetings will include the Development Review Committee (DRC), City Council hearing, other county staff, and Commissioner meetings, as necessary.

TASK TWENTY: Miscellaneous Services

Poulos & Bennett will assist the Client as requested with items not specified in this scope.

Exhibit D: General Lien Release

**CONDITIONAL WAIVER AND RELEASE OF LIEN
PROGRESS PAYMENT**

The undersigned lienor, in consideration of receipt of a check for the sum of the progress payment in the amount of \$ _____ hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through August 1, 2013, to Mattamy (Jacksonville) Partnership to the following described property:

Tapestry Parcel 8
Section 8, Township 25S, Range 29E
PIN# 08252900U000150000 & 08252900U000250000

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

Dated on _____

Name _____
Printed Name _____
Title _____

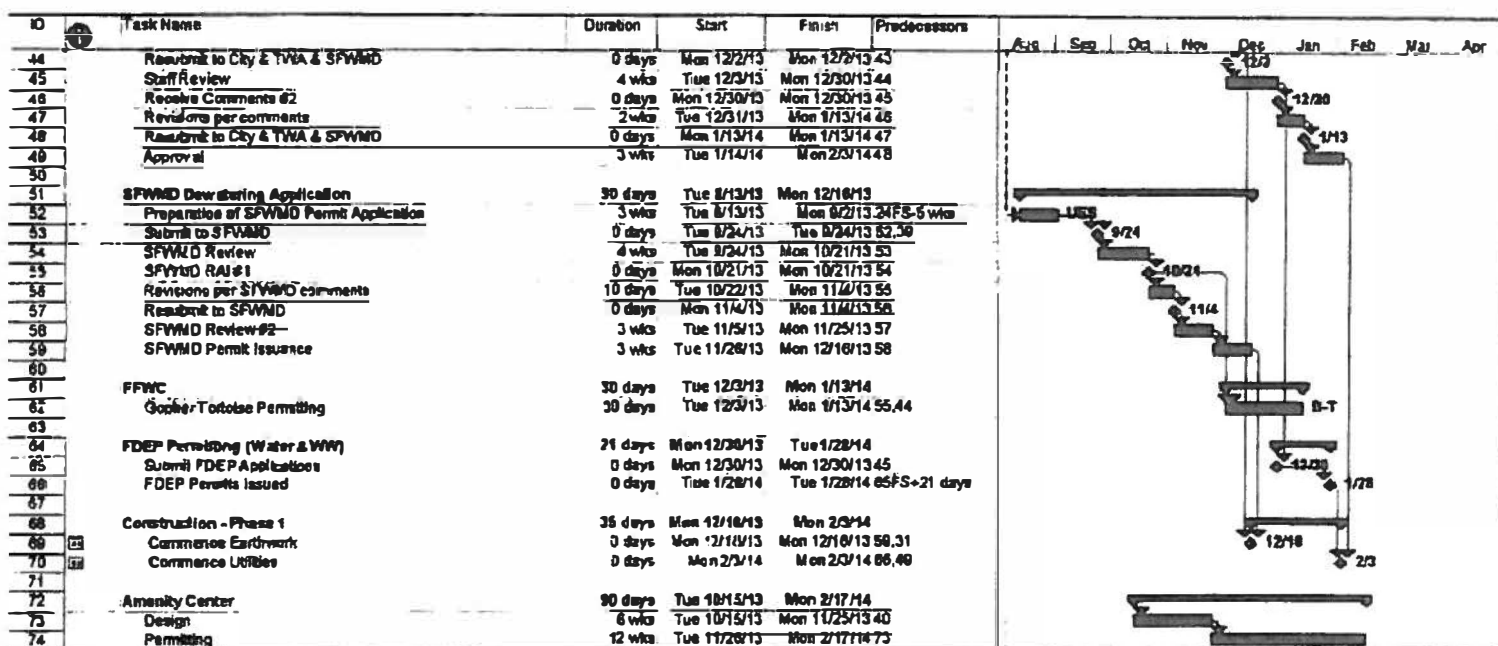
State of FLORIDA, County of _____

The foregoing instrument was acknowledged before me this ____th day of _____, 2013 by _____ who is personally known to me and who did not take an oath.

Notary Signature _____
Printed Notary Name _____
Notary Public _____
Commission Number _____

Note: This is statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PRELIMINARY PROJECT SCHEDULE



Project: Preliminary Project Schedule -	Task		External Milestone		Manual Summary Rollup	
	Spin		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Progress	
	External Task		Duration-only		Deadline	

Schedule 2: Expenses

None Stated

**C. Additional Construction Phase Services for Mass Grading
(12-068.28)**

The original contract for construction phase services was based on providing a single phase of pre-construction meeting, shop drawing review, limited number of site visits, etc. The construction process has been divided into two (2) separate phases of work that includes mass grading of Ponds 1 and 5 and the Phase 1 infrastructure. Poulos & Bennett will provide additional pre-construction meeting with the City for Phase 1, additional site visits, shop drawing review, RFI responses for Phase 1 construction, and include the following:

- Poulos & Bennett will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process. The preparation of bid tabs and/or quantities for bidding purposes is not included in this scope. These services can be provided as additional services at the request of the Client,
- Poulos & Bennett will provide "for construction use" final engineering plans for use by the client and the selected contractor.
- Poulos & Bennett will conduct a pre-construction conference with representatives of the selected contractor, Osceola County, TWA, and the Client.
- Poulos & Bennett will respond to Requests for Information (RFIs) from the contractor to clarify or provide additional information for the approved construction plans. Any substantial changes to the approved construction plans will be provided as Additional Services as specified in this Agreement.
- Poulos & Bennett will review contractor's shop drawings and material submittals. This scope includes the review of two (2) rounds of the submittals. Should additional reviews become necessary due to recurring incorrect or missing information on submittals, the additional reviews will be performed as additional services in accordance with the hourly rates listed in Exhibit B.
- Poulos & Bennett will conduct up to two (2) site visits per month for purposes of observing construction progress.
- Poulos & Bennett will review as-built drawings as prepared by the contractor's surveyor for consistency with the approved construction plans. This scope includes the review of two (2) rounds of as-built drawings from the surveyor. Should additional reviews become necessary due to recurring incorrect or missing information on the as-built drawings, the additional reviews will be performed as additional services in accordance with the hourly rates listed in Exhibit B.
- Poulos & Bennett will prepare Record Drawings based on the as-built information provided the contractor's surveyor. This scope assumes one set of Record Drawings will be prepared to include water, sanitary, and storm.
- Poulos & Bennett conduct a final site visit and submit a letter of substantial completion and related close-out documents, including the SFWMD Construction Certification.
- Poulos & Bennett will submit FDEP potable and waste water clearances upon receipt of the bacteriological test results and as-built record drawings.

EXHIBIT B
POULOS & BENNETT, LLC
2015 HOURLY RATE SCHEDULE

PRINCIPAL	\$195
PRACTICE TEAM LEADER	\$165
SR. PROJECT MANAGER	\$150
DEVELOPMENT MANAGER	\$150
PROJECT MANAGER	\$125
SENIOR PROJECT ENGINEER	\$115
SENIOR CAD DESIGNER	\$110
PROJECT ENGINEER	\$100
CAD TECHNICIAN	\$100
STAFF ENGINEER	\$80
DEVELOPMENT COORDINATOR	\$90
PROJECT COORDINATOR	\$75
ADMINISTRATIVE ASSISTANT	\$50

POULOS & BENNETT

Poulos & Bennett, LLC • 4625 Halder Lane, Suite B • Orlando, Florida 32814 • (407) 487-2594 • www.poulosbennett.com

Upon completion of the final site construction plans and permit applications, Poulos & Bennett will review with the Client. Following Client approval, Poulos & Bennett will submit to the SFWMD, City of Kissimmee, Toho Water Authority and FDEP for construction plan approval. Poulos & Bennett will attend all required agency meetings on behalf of the Client during the review process.

Any revisions to the construction plans resulting from new or additional information after the submission of the Final Construction Plans will be performed as Additional Services in accordance with this agreement.

Any additional work tasks that may be required due to third party objectors, are specifically excluded from this scope of work and will be performed upon authorization by the Client as Additional Services in accordance with this agreement.

B. Construction Phase Services (12-068.30)

Upon receipt of the necessary construction permits, Poulos & Bennett will provide construction phase services for the Phase 2 portion of this project as outlined below. This agreement is based on Construction of Phase 2 in a single phase of construction lasting up to 8 months from commencement of construction.

- Poulos & Bennett will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process. The preparation of bid tabs and/or quantities for bidding purposes is not included in this scope. These services can be provided as additional services at the request of the Client,
- Poulos & Bennett will provide "for construction use" final engineering plans for use by the client and the selected contractor.
- Poulos & Bennett will conduct a pre-construction conference with representatives of the selected contractor, City of Kissimmee and the Client.
- Poulos & Bennett will respond to Requests for Information (RFIs) from the contractor to clarify or provide additional information for the approved construction plans. Any substantial changes to the approved construction plans will be provided as Additional Services as specified in this Agreement.
- Poulos & Bennett will review contractor's shop drawings and material submittals. This scope includes the review of two (2) rounds of the submittals. Should additional reviews become necessary due to recurring incorrect or missing information on submittals, the additional reviews will be performed as additional services in accordance with the hourly rates listed in Exhibit B.
- Poulos & Bennett will conduct up to two (2) site visits per month for purposes of observing construction progress.
- Poulos & Bennett will review as-built drawings as prepared by the contractor's surveyor for consistency with the approved construction plans. This scope includes the review of two (2) rounds of as-built drawings from the surveyor. Should additional reviews become necessary due to recurring incorrect or missing information on the as-built drawings, the additional reviews will be performed as additional services in accordance with the hourly rates listed in Exhibit B.
- Poulos & Bennett will prepare Record Drawings based on the as-built information provided the contractor's surveyor. This scope assumes one set of Record Drawings will be prepared to include water, sanitary, and storm.
- Poulos & Bennett conduct a final site visit and submit a letter of substantial completion and related close-out documents to City of Kissimmee and the SFWMD.

E. Model Home Lot Modification and Plat Revisions
(12-068.33)

Poulos & Bennett will modify the lot lines for the model center per the sketch prepared by NAK. The revisions will adjust several lots lines and modifies Tract H as shown in the latest Preliminary Plat. It is assumed that the City of Kissimmee won't require that the Preliminary Plat will need to be revised for the minor lot revisions. The scope will include coordination with the surveyor to modify the plat, revising the construction plans (lot lines, storm inlets, and utility connections). It is also understood that the Client wants to revise the subdivision name, which will include changes to the Homeowner's Association documents and notes. Poulos & Bennett will coordinate the revisions with the Client, attorney, and surveyor while the plat is being revised for the model home lot revisions. The project surveyor will be responsible for the revisions of the plat; the Client will be responsible to provide all necessary legal documents and title work.

F. Guardhouse Revisions
(12-068.34)

Poulos & Bennett will modify the guardhouse area at the entrance off of Carroll Street to accommodate the revised guardhouse building and add two (2) parking spaces. One (1) of the two (2) new parking spaces will be disabled parking with ADA accessibility to the building. The construction plans will be modified to reflect the revised guardhouse and submitted to the City of Kissimmee for plan revision approval.

Any revisions to the construction plans resulting from new or additional information after the submission of the Final Construction Plans will be performed as Additional Services in accordance with this agreement.

G. Project Meeting
(12-068.35)

Poulos & Bennett will prepare for and attend project meetings as requested by the Client. Additionally, Poulos & Bennett will prepare for and attend public meetings to represent the project. It is anticipated that these meetings will include the Development Review Committee (DRC), City Council hearing, other City staff, and Commissioner Meetings, as necessary.

H. Miscellaneous Services
(12-068.36)

Poulos & Bennett will assist the Client as requested with items not specified in this scope.

SERVICE NOT INCLUDED:

The following services are not anticipated and therefore have not been included in this scope of services: transportation/traffic, geotechnical, environmental, electrical, structural engineering, landscape architecture services or any other services not specifically identified in the project scope. Poulos & Bennett will coordinate with the project consultants providing these services. It is assumed that these consultants will contract directly with the client.

TIMING:

Poulos & Bennett will begin the work included in the Scope of Services within two (2) days of the receipt of this executed Agreement. A preliminary project schedule will be prepared pursuant to the execution of this agreement. The preliminary schedule will be dependent on the timely receipt of information from several outside consultants contracted directly with the Client and with agency cooperation.

Should you have any questions regarding the information included with this amendment, please do not hesitate to contact us. Please sign both copies of this amendment and return one copy for our records.

Sincerely,



R. Lance Bennett, P.E.
Partner
Poulos & Bennett, LLC

**Amendment to Authorization Agreement Dated August 26, 2013
Tapestry – Parcel 8 (Phase 2), City of Kissimmee, Florida
Parcel ID # 08-25-29-00U0-0015-0000
Poulos & Bennett Job No. 12-068**

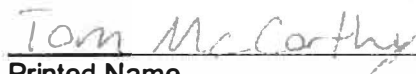
I agree to the terms and conditions listed above.

Signature

Date

Printed Name

Company



4/27/2015

POULOS & BENNETT

Poulos & Bennett, LLC • 4625 Halder Lane, Suite B • Orlando, Florida 33314 • (407) 487-2594 • www.poulosandbennett.com

September 1, 2015

Mr. Keith Trace, PE
Mattamy Jacksonville Partnership, LLC
1900 Summit Tower Boulevard, Suite 500
Orlando, Florida 32810

**Subject: Amendment to Authorization Agreement Dated August 26, 2013
Tapestry – Parcel 8, City of Kissimmee, FL
Parcel ID # 08-25-29-00U0-0015-0000
Poulos & Bennett Job No. 12-068**

Dear Mr. Trace:

Pursuant to the original Contract dated August 26, 2013, Master Contract Number P&B 2012, Poulos & Bennett, LLC provides this amendment for the additional service as outlined below. All services shall be accomplished in accordance with the conditions of the original agreement.

SCOPE OF SERVICES:

A. Final Construction Plans for the Amenity Center (12-068.37)

Utilizing the approved concept plan prepared by others, as well as survey and geotechnical information provided by the Client, Poulos & Bennett will initiate civil engineering design activities, as required, to prepare final site construction plans for the Amenity Center. The engineering plans will be designed in accordance with the South Florida Water Management District ("SFWMD"), City of Kissimmee, TWA and FDEP criteria. The civil engineering plans will include the following:

- Onsite parking and detailed elevations and grades, as well as underground utilities (sanitary sewer, potable water & reclaimed water) and storm sewer pipes and inlets
- Onsite drainage plans and details
- Primary stormwater management system design and secondary drainage systems, inclusive of any lot drainage and yard drains
- Signage and striping plan
- Erosion Control Plans
- Grading plans and details
- Coordination with site surveyor for survey, boundary, utility and topography information and final geometry plan
- Coordination with the geotechnical engineer on soil suitability, pavement design, underdrain recommendations and soil and groundwater properties

Upon completion of the final site construction plans and permit applications, Poulos & Bennett will review with the Client. Following Client approval, Poulos & Bennett will submit to the SFWMD, City of Kissimmee, Toho Water Authority and FDEP for construction plan

FEE SCHEDULE

Task Number	Description	Lump Sum Fees	Hourly in Accordance with Exhibit "B"
.37	Final Construction Plans for the Amenity Center	\$25,500.00	---
.38	Construction Phase Services – Amenity Center	\$10,500.00	---

ADDITIONAL SERVICES (12-068.99):

Services not specifically included in the Scope of Services will be performed upon the authorization of the Client on an hourly basis, in accordance with the original contract. Hourly services will be billed in accordance with the hourly rate schedule attached as Exhibit B.

Should you have any questions regarding the information included with this addendum, please do not hesitate to contact us.

Please sign this addendum and return one copy for our records.

Sincerely,



R. Lance Bennett, P.E.
Partner
Poulos & Bennett, LLC

Amendment to Authorization Agreement Dated August 26, 2013

Tapestry – Parcel 8, City of Kissimmee, FL

Parcel ID # 08-25-29-00U0-0015-0000

Poulos & Bennett Job No. 12-068

I agree to the terms and conditions listed above.

Signature Date

Printed Name

Company

POULOS & BENNETT

Exhibit A

Poulos & Bennett
2602 E. Livingston St.
Orlando, FL 32803
407-487-2594

Mattamy Homes
1900 Summit Tower Boulevard, Suite 500
Orlando, FL 32810

Invoice number 12-068(58)
Date 06/29/2016

Project 12-068 TAPESTRY PARCEL 8 - PHASE 1

Professional services for the period ending: May 31, 2016

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Percent	Current Billed
.01 PRELIMINARY STORMWATER ANALYSIS	2,000.00	100.00	2,000.00	2,000.00	0.00	0.00	0.00
.02 MISCELLANEOUS SERVICES	0.00	0.00	460.00	460.00	0.00		0.00
.03 ADDITIONAL SERVICES	0.00	0.00	206.25	206.25	0.00		0.00
.04 ENGINEERING INPUT TO CONCEPT PLAN	4,500.00	100.00	4,500.00	4,500.00	0.00	0.00	0.00
.05 PREPARATION OF FINAL MASTER PLAN (\$10.00/LOT)	8,250.00	100.00	8,250.00	8,250.00	0.00	0.00	0.00
.07 DUE DILIGENCE ASSISTANCE	3,500.00	100.00	3,500.00	3,500.00	0.00	0.00	0.00
.08 PREPARATION OF THE PRELIMINARY PLAT	38,369.00	100.00	38,369.00	38,369.00	0.00	0.00	0.00
.09 PROJECT MEETINGS (HRLY)	0.00	0.00	6,756.25	6,756.25	0.00		0.00
.10 PREPARATION OF DIRT MANAGEMENT PLAN & MASS GRADING PLANS	25,000.00	100.00	25,000.00	25,000.00	0.00	0.00	0.00
.11 PREPARATION OF UPDATED CONCEPTUAL MASTER STORMWATER PLAN	30,000.00	100.00	30,000.00	30,000.00	0.00	0.00	0.00
.12 PREPARATION OF MASTER UTILITY PLAN	30,000.00	100.00	30,000.00	30,000.00	0.00	0.00	0.00
.13 FINAL ENGINEERING PLANS AND PERMITTING	7,500.00	100.00	7,500.00	7,500.00	0.00	0.00	0.00
.14 FINAL ENGINEERING PLANS & PERMITTING (PHASE 1) - RESIDENTIAL SUBDIVISION	64,000.00	100.00	64,000.00	64,000.00	0.00	0.00	0.00
.15 FINAL ENGINEERING PLANS - ENTRANCE ROADWAYS (2,500 LF)	37,500.00	100.00	37,500.00	37,500.00	0.00	0.00	0.00
.16 SFWMD DEWATERING APPLICATION	3,500.00	100.00	3,500.00	3,500.00	0.00	0.00	0.00
.18 PLAT COORDINATION	3,500.00	100.00	3,500.00	3,500.00	0.00	0.00	0.00
.19 PROJECT MEETINGS (HRLY)	0.00	0.00	20,395.00	20,395.00	0.00		0.00
.20 MISCELLANEOUS SERVICES (HRLY)	0.00	0.00	16,445.00	16,747.50	0.00		302.50
.21 REVISIONS TO THE FINAL CONSTRUCTION PLANS	18,500.00	100.00	18,500.00	18,500.00	0.00	0.00	0.00

POULOS & BENNETT

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Percent	Current Billed
.23 PRELIMINARY SUBDIVISION PLAN REVISIONS	9,500.00	100.00	9,500.00	9,500.00	0.00	0.00	0.00
.24 MUPUD/ANNEXATION PLANNING & DEVELOPMENT AGREEMENT REVISIONS	2,500.00	100.00	2,500.00	2,500.00	0.00	0.00	0.00
.25 MEETINGS (HRLY BE \$6,000)	6,000.00	63.13	3,787.50	3,787.50	36.88	0.00	0.00
.26 FINAL CONSTRUCTION PLANS - SALES CENTER	18,500.00	100.00	18,500.00	18,500.00	0.00	0.00	0.00
.27 PLAT REVISIONS - PHASE 1	2,000.00	100.00	2,000.00	2,000.00	0.00	0.00	0.00
.29 FINAL ENGINEERING - PHASE 2	98,500.00	100.00	98,497.70	98,497.70	0.00	0.00	0.00
.30 SFWMD DEWATERING - PHASE 2	3,000.00	0.00	0.00	0.00	100.00	0.00	0.00
.32 PLAT COORDINATION - PHASE 2	5,000.00	90.00	4,000.00	4,500.00	10.00	10.00	500.00
.321 ADDITIONAL PLAT SERVICES - PHASE 2	2,500.00	0.00	0.00	0.00	100.00	0.00	0.00
.322 PLAT COORDINATION - PHASE 3	5,000.00	0.00	0.00	0.00	100.00	0.00	0.00
.323 ADDITIONAL PLAT SERVICES - PHASE 3	2,500.00	0.00	0.00	0.00	100.00	0.00	0.00
.33 MODEL HOME LOT MODIFICATION	4,500.00	100.00	4,500.00	4,500.00	0.00	0.00	0.00
.34 GUARDHOUSE REVISIONS	2,500.00	100.00	2,500.00	2,500.00	0.00	0.00	0.00
.35 PROJECT MEETINGS - PHASE 2 HRLY NO BE	0.00	0.00	8,335.00	9,352.50	0.00		1,017.50
.36 MISCELLANEOUS SERVICES - PHASE 2 HRLY NO BE	0.00	0.00	515.00	700.00	0.00		185.00
.37 FINAL ENGINEERING PLANS & PERMITTING - PHASE 3	39,400.00	5.00	0.00	1,970.00	95.00	5.00	1,970.00
.391 ADDITIONAL PLAT SERVICES - PHASE 3 (HRLY)	2,500.00	0.00	0.00	0.00	100.00	0.00	0.00
.40 PROJECT MEETINGS - PHASE 3 (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00
.41 MISCELLANEOUS SERVICES - PHASE 3 (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00
.42 FINAL ENGINEERING & PERMITTING - PHASE 4	81,200.00	2.00	0.00	1,624.00	98.00	2.00	1,624.00
.43 FINAL ENGINEERING & PERMITTING ENTRANCE ROAD - PHASE 4	7,500.00	0.00	0.00	0.00	100.00	0.00	0.00
.45 ADDITIONAL PLAT SERVICES - PHASE 4 (HRLY)	2,500.00	0.00	0.00	0.00	100.00	0.00	0.00
.46 PROJECT MEETINGS - PHASE 4 (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00
.47 MISCELLANEOUS SERVICES - PHASE 4 (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00
.48 MODIFICATION TO MASS GRADING PLANS	10,500.00	80.00	0.00	8,400.00	20.00	80.00	8,400.00
.50 PROJECT MEETINGS - MASS GRADING (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00
.51 MISCELLANEOUS SERVICES - MASS GRADING (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00

POULOS & BENNETT

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Percent	Current Billed
.97 ADDITIONAL SERVICES - PREPARATION OF CD EXHIBIT (HRLY)	5,000.00	100.00	5,000.00	5,000.00	0.00	0.00	0.00
.99 REIMBURSABLES	0.00	0.00	21,851.28	22,235.77	0.00		384.49
Total	586,719.00		501,867.98	516,251.47			14,383.49

Hourly Tasks:

.20 Miscellaneous Services (Hrly)

	Hours	Rate	Billed Amount
Project Engineer	2.75	110.00	302.50

.35 Project Meetings - Phase 2 HRLY No BE

	Hours	Rate	Billed Amount
Practice Team Leader	5.50	185.00	1,017.50

.36 Miscellaneous Services - Phase 2 HRLY No BE

	Hours	Rate	Billed Amount
Practice Team Leader	1.00	185.00	185.00

.99 Reimbursables

Reimbursables

Units	Rate	Billed Amount
		384.49

Meetings - Meeting with Client; Prepare exhibit for meeting.

Invoice total **14,383.49**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
12-068(58)	06/29/2016	14,383.49	14,383.49				
	Total	14,383.49	14,383.49	0.00	0.00	0.00	0.00

POULOS & BENNETT

Exhibit A

Poulos & Bennett
2602 E. Livingston St.
Orlando, FL 32803
407-487-2594

Mattamy Homes
1900 Summit Tower Boulevard, Suite 500
Orlando, FL 32810

Invoice number 12-068(60)
Date 07/31/2016

Project 12-068 TAPESTRY PARCEL 8

Professional services for the period ending: June 30, 2016

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Percent	Current Billed
PHASE 4	0.00	0.00	0.00	0.00	0.00		0.00
.42 FINAL ENGINEERING & PERMITTING - PHASE 4	81,200.00	22.00	1,624.00	17,864.00	78.00	20.00	16,240.00
.43 FINAL ENGINEERING & PERMITTING ENTRANCE ROAD - PHASE 4	7,500.00	0.00	0.00	0.00	100.00	0.00	0.00
.44 CONSTRUCTION ADMINISTRATION - PHASE 4 (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00
.45 ADDITIONAL PLAT SERVICES - PHASE 4 (HRLY)	2,500.00	0.00	0.00	0.00	100.00	0.00	0.00
.46 PROJECT MEETINGS - PHASE 4 (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00
.47 MISCELLANEOUS SERVICES - PHASE 4 (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00
.993 REIMBURSABLE EXPENSES - PHASE 4	0.00	0.00	0.00	0.00	0.00		0.00
Total	91,200.00		1,624.00	17,864.00			16,240.00

Hourly Tasks:

Invoice total **16,240.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
12-068(60)	07/31/2016	16,240.00	16,240.00				
	Total	16,240.00	16,240.00	0.00	0.00	0.00	0.00

POULOS & BENNETT

Poulos & Bennett
2602 E Livingston St.
Orlando, FL 32803
407-487-2594

Exhibit A

Mattamy Homes
1900 Summit Tower Boulevard, Suite 500
Orlando, FL 32810

Invoice number 12-068(61)
Date 07/31/2016

Project 12-068 TAPESTRY PARCEL 8

Professional services for the period ending: June 30, 2016

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Percent	Current Billed
PHASE 3	0.00	0.00	0.00	0.00	0.00		0.00
.37 FINAL ENGINEERING PLANS & PERMITTING - PHASE 3	39,400.00	25.00	1,970.00	9,850.00	75.00	20.00	7,880.00
.38 CONSTRUCTION ADMINISTRATION - PHASE 3 (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00
.322 PLAT COORDINATION - PHASE 3	5,000.00	0.00	0.00	0.00	100.00	0.00	0.00
.323 ADDITIONAL PLAT SERVICES - PHASE 3	2,500.00	0.00	0.00	0.00	100.00	0.00	0.00
.40 PROJECT MEETINGS - PHASE 3 (HRLY NO BE)	0.00	0.00	0.00	210.00	0.00		210.00
.41 MISCELLANEOUS SERVICES - PHASE 3 (HRLY NO BE)	0.00	0.00	0.00	0.00	0.00		0.00
.992 REIMBURSABLE EXPENSES - PHASE 3	0.00	0.00	0.00	395.46	0.00		395.46
Total	46,900.00		1,970.00	10,455.46			8,485.46

Hourly Tasks:

.40 Project Meetings - Phase 3 (Hrly No BE)

	Hours	Rate	Billed Amount
Development Coordinator	0.25	100.00	25.00
Practice Team Leader	1.00	185.00	185.00
Phase subtotal			210.00

.992 Reimbursable Expenses - Phase 3

Reimbursables

Units	Rate	Billed Amount
		395.46

Invoice total **8,485.46**

POULOS & BENNETT

Poulos & Bennett
2602 E. Livingston St.
Orlando, FL 32803
407-487-2594

Exhibit A

Mattamy Homes
1900 Summit Tower Boulevard, Suite 500
Orlando, FL 32810

Invoice number 12-068(62)
Date 07/31/2016

Project 12-068 TAPESTRY PARCEL 8

Professional services for the period ending: June 30, 2016

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Percent	Current Billed
PHASE 2	0.00	0.00	0.00	0.00	0.00		0.00
.30 SFWMD DEWATERING - PHASE 2	3,000.00	0.00	0.00	0.00	100.00	0.00	0.00
.35 PROJECT MEETINGS - PHASE 2 HRLY NO BE	0.00	0.00	9,352.50	10,185.00	0.00		832.50 ^{ro}
.32 PLAT COORDINATION - PHASE 2	5,000.00	90.00	4,500.00	4,500.00	10.00	0.00	0.00
.29 FINAL ENGINEERING - PHASE 2	98,500.00	100.00	98,497.70	98,497.70	0.00	0.00	0.00
.31 CONSTRUCTION ADMINISTRATION - PHASE 2	33,500.00	0.00	0.00	0.00	100.00	0.00	0.00
.36 MISCELLANEOUS SERVICES - PHASE 2 HRLY NO BE	0.00	0.00	700.00	810.00	0.00		110.00 ^u
.321 ADDITIONAL PLAT SERVICES - PHASE 2	2,500.00	0.00	0.00	0.00	100.00	0.00	0.00
.991 REIMBURSABLE EXPENSES - PHASE 2	0.00	0.00	0.00	0.00	0.00		0.00
Total	142,500.00		113,050.20	113,992.70			942.50

Hourly Tasks:

.35 Project Meetings - Phase 2 HRLY No BE

	Hours	Rate	Billed Amount
Practice Team Leader	4.50	185.00	832.50

.36 Miscellaneous Services - Phase 2 HRLY No BE

	Hours	Rate	Billed Amount
Project Engineer	1.00	110.00	110.00

Invoice total **942.50**

PAY TO:

Allen Smith Ranch
And Farming
10524 Moss Park Rd, #204-511
Orlando, FL 32832

VENDOR NO.
00964

CHECK TOTAL
*\$23,276.30

CHECK NO 25411
CHECK DATE 5/16/2016

Invoice	Date	Description	Gross Amt	Adjusts	Net Amount
1880	04/13/16	L1002/GEN/COST	1250.00	0.00	1250.00
1880	Tapestry	Land Gen. Costs	L1002 Tapestry		
1880.	04/13/16	L1002/GEN/COST	440.00	0.00	440.00
1880.	Tapestry	Land Gen. Costs	L1002 Tapestry		
1881	04/13/16	L1002/GEN/COST	11836.30	0.00	11836.30
1881	Tapestry	Land Gen. Costs	L1002 Tapestry		
1885	04/19/16	L1002/GEN/COST	9750.00	0.00	9750.00
1885	Tapestry	Land Gen. Costs	L1002 Tapestry		
Check Subtotal			23276.30	0.00	23276.30

Please detach before presenting for payment

MATTAMY HOMES ORLANDO
1900 Summit Tower Blvd #500
Orlando, FL 32810

WELLS FARGO

66-24
1210

CHECK NO.
25411
5/16/2016
Operating

PAY *Twenty Three Thousand Two Hundred Seventy Six Dollars And 30 Cents***

***\$23,276.30**

To
The
Order
Of

Allen Smith Ranch
And Farming
10524 Moss Park Rd, #204-511
Orlando, FL 32832

***** COPY *****
NON-NEGOTIABLE

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

ENTERED

MAY 13 2015

PURCHASE ORDER

Number: 00186514 Date: 05/12/2016

Plan Details

For: (XA110) Erosion Control

STANDARD

Revised: / /

To: 00964-Allen Smith Ranch
And Farming
10524 Moss Park Rd, #204-511
Orlando, FL 32832

Ship To: L1002/GEN/COST
Tapestry
Tapestry Land Gen. Costs
Winter Park, FL 32789

Lot/Block
/

Group: 110
CO:
will call to verify ship date
Date Required: / / (Estimated)
Superintendent:

F.O.B.:
Ship Via:
Payment Terms: semi-monthly

Resource/Use Description	Unit	Quantity	Price	Extension
0 Land Dev. Costs	bid	1.00	1,250.000	1,250.00
0 Land Dev. Costs	bid	1.00	11,836.300	11,836.30
0 Land Dev. Costs	bid	1.00	9,750.000	9,750.00

Sub-Total 22,836.30
Sales Tax 0.00

Total Amt 22,836.30

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: See Signed Invoices

By:

Title:

Title:

Title:

Date: 5/12/16

Date:

Date:

July 12, 2016
10:59:37 am

Pattany Oranadu
Billing Schedule 'A'

Page
41

Project: 11002 Tapestry
Bldg/Unit: G64/COST Tapestry Lane G64
Activity: 4210 Erosion Control
Vendor: 00964 Allen Smith Ranch
P.O. #: 00186514 Close Out: n
Invoice: 1880 Date: 04/13/2016

REVENUE	Qty	Unit	Contract Unit Price	Amount	Previous Billing		Billed To Date		Pending Invoices		This Invoice	
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
0	1.00 bid		Land Dev. Costs	Tax	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1,250.00
	100.00 %		1,250.000	1,250.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	100.00 %	1,250.00
0	1.00 bid		Land Dev. Costs	Tax	0.00	0.00	0.00	0.00	1.00	11,836.30	0.00	0.00
	100.00 %		11,836.300	11,836.30	0.00 %	0.00	0.00 %	0.00	100.00 %	11,836.30	0.00 %	0.00
0	1.00 bid		Land Dev. Costs	Tax	0.00	0.00	0.00	0.00	1.00	9,750.00	0.00	0.00
	100.00 %		9,750.000	9,750.00	0.00 %	0.00	0.00 %	0.00	100.00 %	9,750.00	0.00 %	0.00
				21,836.30		0.00		0.00		21,836.30		1,250.00

Total Billable 1,250.00
Less Retention This Billing 0.00
Balance Due This Billing 1,250.00
plus GST This Billing 0.00
Total Due 1,250.00

Previous Billing 0.00
Billing Last 90 Days 0.00
Billing Last 60 Days 0.00
Billing Last 30 Days 0.00

May 12 2016
10:39:37 am

Barramundi
BILLING SCHEDULE 'A'

Page 11

Project: 11002 Tapestry
 Activity: GEN/COST Land Gen. Costs
 Vendor: 00964 Allen Smith Ranch
 P.O.: 00186514 Close Out: n
 Invoice: 1661 Date: 04/13/2016

Resource	Qty	Unit	Contract Unit Price	Amount	Previous Billing Quantity	Amount	Billed To Date Quantity	Amount	Pending Invoices Quantity	Amount	This Invoice Quantity	Amount
0	1.00	hr	Land Dev. Costs	Tax	0.00	0.00	0.00	0.00	1.00	1,250.00	0.00	0.00
100.00 %			1,250.00	1,250.00	0.00 %	0.00	0.00 %	0.00	100.00 %	1,250.00	0.00 %	0.00
0	1.00	hr	Land Dev. Costs	Tax	0.00	0.00	0.00	0.00	0.00	0.00	1.00	11,836.30
100.00 %			11,836.30	11,836.30	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	100.00 %	11,836.30
0	1.00	hr	Land Dev. Costs	Tax	0.00	0.00	0.00	0.00	1.00	9,750.00	0.00	0.00
100.00 %			9,750.00	9,750.00	0.00 %	0.00	0.00 %	0.00	100.00 %	9,750.00	0.00 %	0.00
				22,836.30		0.00		0.00		11,000.00		11,836.30

Total Billable 11,836.30
 Less Retention This Billing 0.00
 Balance Due This Billing 11,836.30
 Plus GST This Billing 0.00
 Total Due 11,836.30

Previous Billing 0.00
 Billing Last 90 Days 0.00
 Billing Last 60 Days 0.00
 Billing Last 30 Days 0.00

May 12, 2011
10:39:37 am

Bartram's Orlando
BILLING SUMMARY 'A'

Page 1 of 1

Project: 11002 Tapestry
Bldg/Unit: 11002/COST Tapestry Land Dev Costs
Activity: 1110 Erosion Control
Vendor: 00964 Allen Smith Ranch
a/c: 00186514 Close Out: n
Invoice: 1885 Date: 04/19/2016

Resource	Qty	Unit	Contract Unit Price	Amount	Previous Billing		Billed To Date		Pending Invoices		This Invoice	
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
0	1.00	bld	Land Dev Costs Tax	1,250.00	0.00	0.00	1.00	0.00	1.00	1,250.00	0.00	0.00
	100.00	%			0.00	0.00	0.00	0.00	100.00	%	0.00	0.00
0	1.00	bld	Land Dev Costs Tax	11,836.30	0.00	0.00	1.00	0.00	1.00	11,836.30	0.00	0.00
	100.00	%			0.00	0.00	0.00	0.00	100.00	%	0.00	0.00
0	1.00	bld	Land Dev Costs Tax	9,750.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00	9,750.00
	100.00	%			0.00	0.00	0.00	0.00	0.00	%	100.00	0.00
				22,836.30		0.00		0.00		13,086.30		9,750.00

Total Billable 9,750.00
Less Retention This Billing 0.00
Balance Due This Billing 9,750.00
Plus GST This Billing 0.00
Total Due 9,750.00

Previous Billing 0.00
Billing Late: 90 Days 0.00
Billing Late: 60 Days 0.00
Billing Late: 30 Days 0.00

Allen E Smith Ranch & Farming

10524 Moss Park Road
Suite 204-511
Orlando, Florida 32832
Phone 407.282.4610

DATE: April 13, 2016

INVOICE # 1880
Regarding:

Location: Tapestry

Bill To:

Mattamy Homes
Attention: Charlie Luscuskie
1900 Summit Tower Blvd, Suite 500
Orlando, FL 32810

DESCRIPTION	AMOUNT
Tapestry Floating Turbidity	
4/7/2016	
Install 5 outfall structure sections @ \$250.00 per section	1,250.00
Tapestry Berm /Miscellaneous Trash at Clubhouse	
4/8/2016	
2 hours 1 yard loader @ \$80.00 per hour	160.00
2 hours Mini Excavator @ \$80.00 per hour	160.00
2 hours Standby time for Mini Excavator @ \$30.00 per hour	60.00
2 hours Standby time for 1 yard loader @ \$30.00 per hour	60.00
TOTAL	\$ 1,690.00

Make all checks payable to **Allen Smith Ranch & Farming**

If you have any questions concerning this invoice, Tracy Thomas, 407.282.4610, oldblackjack@wildblue.net

THANK YOU FOR YOUR BUSINESS!

\$ 1250.00 XA110
\$ 440.00 XE050

Charles Luscuskie CPM

**10524 Moss Park Road
Suite 204-511
Orlando, Florida 32832
Phone 407.282.4610**

INVOICE # 1885
Regarding: *Seeding*
Location: *Tapestry*

Mattamy Homes
Attention: Charlie Luscuskie
1900 Summit Tower Blvd, Suite 500
Orlando, FL 32810

Make all checks payable to Allen Smith Ranch & Farming
If you have any questions concerning this invoice, Tracy Thomas, 407.282.4610, oldblackjack@wildblue.net

Charles Lusushki CPM
XA 110

DATE: April 13, 2016

Location: *Tapestry*

Mattamy Homes
Attention: Charlie Luscuskie
1900 Summit Tower Blvd, Suite 500
Orlando, FL 32810

Make all checks payable to Allen Smith Ranch & Farming
If you have any questions concerning this invoice, Tracy Thomas, 407.282.4610, oldblackjack@wildblue.net

Charles Lusinski LPM

X A 110

PAY TO:
Allen Smith Ranch
 And Farming
 10524 Moss Park Rd, #204-511
 Orlando, FL 32832

VENDOR NO. 00964 **CHECK TOTAL** *\$27,399.00 **CHECK NO** 25652
CHECK DATE 6/1/2016

Invoice	Date	Description	Gross Amt	Adjusts	Net Amount
1893	04/27/16	L1012/000/0000	5280.00	0.00	5280.00
1893		Reams Road Land	L1012 Reams Road Land		
1902	05/10/16	L1004/002/COST	1360.00	0.00	1360.00
1902		Randal Park Phase 2 Costs	L1004 Randal Park		
1905	05/18/16	L1004/004/0000	4903.00	0.00	4903.00
1905		Randal Park Land Phase 4	L1004 Randal Park		
1910	05/24/16	L1002/GEN/COST	3216.00	0.00	3216.00
1910		Tapestry Land Gen. Costs	L1002 Tapestry		
1911	05/24/16	L1002/GEN/COST	5870.00	0.00	5870.00
1911		Tapestry Land Gen. Costs	L1002 Tapestry		
1912	05/24/16	L1002/GEN/COST	2500.00	0.00	2500.00
1912		Tapestry Land Gen. Costs	L1002 Tapestry		
1913	05/24/16	L1002/GEN/COST	180.00	0.00	180.00
1913		Tapestry Land Gen. Costs	L1002 Tapestry		
1914	05/24/16	L1002/GEN/COST	4090.00	0.00	4090.00
1914		Tapestry Land Gen. Costs	L1002 Tapestry		
Check Subtotal ----->>			27399.00	0.00	27399.00

Please detach before presenting for payment

MATTAMY HOMES ORLANDO
 1900 Summit Tower Blvd #500
 Orlando, FL 32810

WELLS FARGO

66-24
 1210

CHECK NO.
25652
6/1/2016
Operating

PAY ***Twenty Seven Thousand Three Hundred Ninety Nine Dollars Only*

***\$27,399.00**

To
 The
 Order
 Of

Allen Smith Ranch
 And Farming
 10524 Moss Park Rd, #204-511
 Orlando, FL 32832

***** COPY *****
NON-NEGOTIABLE

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

P U R C H A S E O R D E R

Number: 00187856 Date: 05/25/2016

Plan Details

For: (XA110) Erosion Control

STANDARD

Revised: __/__/__

To: 00964-Allen Smith Ranch
And Farming
10524 Moss Park Rd, #204-511
Orlando, FL 32832

Ship To: L1002/GEN/COST
Tapestry
Tapestry Land Gen. Costs
Winter Park, FL 32789
Lot/Block
/

Group: 110

CO:

Will Call To Verify Ship Date
Date Required: __/__/__ (Estimated)
Superintendent:

F.O.B.:
Ship Via:
Payment Terms: semi-monthly

Resource/Use Description	Unit	Quantity	Price	Extension
0 Land Dev. Costs	bid	1.00	3,216.000	3,216.00

Sub-Total	3,216.00
Sales Tax	0.00
Total Amt	3,216.00

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: See Signed Invoice

By: _____

By: _____

Title: _____

Title: _____

Title: _____

Date: 5-25-16

Date: _____

Date: _____

May 25 2016
04:43:57 pm

Mattamy Orlando
BILLING SCHEDULE 'A'

Page: 1
d11

Project: L1002"
Bldg/Unit: GEN/COST
Activity: XA110
Vendor: 00964
P.O.: 00187856
Invoice: 1910
Tapestry
Tapestry Land Gen. Costs
Erosion Control
Allen Smith Ranch
Close Out: y
Date 05/24/2016

Resource	Qty	Unit	Contract		Quantity	Previous Billing		Quantity	Billed To Date		Quantity	Pending Invoices		Quantity	This Invoice	
			Unit Price	Amount		Amount	Amount		Amount	Amount		Amount	Amount		Amount	Amount
0	/		Land Dev. Costs	Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	3,216.00	
	100.00 %		3,216.000	3,216.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00	100.00 %	3,216.00	
				3,216.00		0.00	0.00		0.00	0.00		0.00	0.00		3,216.00	

Total Billable 3,216.00
Less Retention This Billing 0.00
Balance Due This Billing 3,216.00
Plus GST This Billing 0.00
Total Due 3,216.00

Previous Billing 0.00
Billing Last 90 Days 0.00
Billing Last 60 Days 0.00
Billing Last 30 Days 0.00

INVOICE

Location: *Tapestry*

DESCRIPTION	AMOUNT
Tapestry	
5/17/2016	
Install 1,691' of Silt Fence @ \$1.00 per foot	1,691.00
5/23/2016	
Install 1,525' of Silt Fence @ \$1.00 per foot	1,525.00
TOTAL	\$ 3,216.00

THANK YOU FOR YOUR BUSINESS!

TAP EST 27
Charles Luscombe
KA 110
5-23-16

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

P U R C H A S E O R D E R

Number: 00187868 Date: 05/25/2016

Plan Details

For: (XA110) Erosion Control

STANDARD

Revised: __/__/__

To: 00964-Allen Smith Ranch
And Farming
10524 Moss Park Rd, #204-511
Orlando, FL 32832

Ship To: L1002/GEN/COST
Tapestry
Tapestry Land Gen. Costs
Winter Park, FL 32789
Lot/Block
/

Group: 110

CO:

Will call To Verify Ship Date
Date Required: __/__/__ (Estimated)
Superintendent:

F.O.B.:
Ship Via:
Payment Terms: semi-monthly

Resource/Use Description	Unit	Quantity	Price	Extension
0 Land Dev. Costs	bid	1.00	5,870.000	5,870.00
0 Land Dev. Costs	bid	1.00	180.000	180.00

Sub-Total	6,050.00
Sales Tax	0.00
Total Amt	6,050.00

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: See Signed Invoices

By: _____

Title: _____

Title: _____

Title: _____

Date: 5-25-16

Date: _____

Date: _____

May 25 2016
04:34:10 pm

Mattamy Orlando
BILLING SCHEDULE 'A'

Page: 2
d11

Project: L1002 Tapestry
Bldg/unit: GEN/COST Tapestry Land Gen. Costs
Activity: XA110 Erosion Control

Vendor: 00964 Allen Smith Ranch
P.O.: 00187868 Close Out: n
Invoice: 1913 Date 05/24/2016

Resource	Qty	Unit	Contract		Previous Billing		Billed To Date		Pending Invoices		This Invoice	
			Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
0	/		Land Dev. Costs	Tax								
	1.00 bid		5,870.000	5,870.00	0.00	0.00	0.00	0.00	1.00	5,870.00	0.00	0.00
	100.00 %				0.00 %		0.00 %		100.00 %		0.00 %	
0	/		Land Dev. Costs	Tax								
	1.00 bid		180.000	180.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	180.00
	100.00 %				0.00 %		0.00 %		0.00 %		100.00 %	
				6,050.00		0.00		0.00		5,870.00		180.00

Total Billable 180.00
Less Retention This Billing 0.00
Balance Due This Billing 180.00
Plus GST This Billing 0.00
Total Due 180.00

Previous Billing 0.00
Billing Last 90 Days 0.00
Billing Last 60 Days 0.00
Billing Last 30 Days 0.00

Mattamy Homes - Orlando
1900 Summit Tower Blvd
Suite 500
Orlando, FL 32810

P U R C H A S E O R D E R

Number: 00187859 Date: 05/25/2016

Plan Details

For: (XE600) Entrance Features

STANDARD

Revised: __/__/__

To: 00964-Allen Smith Ranch
And Farming
10524 Moss Park Rd, #204-511
Orlando, FL 32832

Ship To: L1002/GEN/COST
Tapestry
Tapestry Land Gen. Costs
Winter Park, FL 32789

Lot/Block
/

Group: 130
Will Call To Verify Ship Date
Date Required: __/__/__ (Estimated)
Superintendent:

CO:

F.O.B.:
Ship Via:
Payment Terms: semi-monthly

Resource/Use Description	Unit	Quantity	Price	Extension
0 Land Dev. Costs	bid	1.00	4,090.000	4,090.00

Sub-Total	4,090.00
Sales Tax	0.00
Total Amt	4,090.00

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: See Signed Invoice

By: _____

By: _____

Title: _____

Title: _____

Title: _____

Date: 5-25-15

Date: _____

Date: _____

May 25 2016
04:43:57 pm

Mattamy Orlando
BILLING SCHEDULE 'A'

Page: 4
d11

Project: L1002 Tapestry
Bldg/Unit: GEN/COST Tapestry Land Gen. Costs
Activity: XE600 Entrance Features

Vendor: 00964 Allen Smith Ranch
P.O.: 00187859 Close Out: y
Invoice: 1914 Date 05/24/2016

Resource	Qty	Unit	Contract		Previous Billing		Billed To Date		Pending Invoices		This Invoice	
			Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
0	/		Land Dev. Costs	Tax								
	1.00	bid	4,090.000	4,090.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	4,090.00
	100.00	%			0.00		0.00	%	0.00	%	100.00	%
				4,090.00		0.00		0.00		0.00		4,090.00

Total Billable 4,090.00
Less Retention This Billing 0.00
Balance Due This Billing 4,090.00
Plus GST This Billing 0.00
Total Due 4,090.00

Previous Billing 0.00
Billing Last 90 Days 0.00
Billing Last 60 Days 0.00
Billing Last 30 Days 0.00

INVOICE

Location: *Tapestry*

Mattamy Homes
Attention: Charlie Luscuskie
1900 Summit Tower Blvd, Suite 500
Orlando, FL 32810

Make all checks payable to **Allen Smith Ranch & Farming**
If you have any questions concerning this invoice, Tracy Thomas, 407.466.9245, oldblackjack@wildblue.net

Tapestry

$X \in 600$

Charles Luscombe

5-23-10

SECTION IX

Page 10 of 10

Tapestry

Community Development District

Summary of Checks

April 19, 2017 to July 18, 2017

Bank	Date	Check No.'s	Amount
General Fund	4/20/17	128-130	\$ 2,814.31
	4/25/17	131	\$ 1,797.15
	5/11/17	132	\$ 3,940.03
	5/12/17	133-136	\$ 962.67
	5/18/17	137	\$ 375.00
	6/8/17	138-140	\$ 8,605.31
	6/15/17	141	\$ 325.00
	6/27/17	142	\$ 96,103.02
	7/11/17	143	\$ 3,906.52
	7/13/17	144	\$ 2,500.00
			<hr/> \$ 121,329.01
Payroll	<u>April 2017</u>		
	Thomas O Franklin	50002	\$ 184.70
			<hr/> \$ 184.70
			<hr/> \$ 121,513.71

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/20/17	00015	3/31/17 160882	201703 320-53800-46200	AQUATIC PLANT MGMT-MAR17	*	85.00	
				APPLIED AQUATIC MANAGEMENT, INC.			85.00 000128
4/20/17	00004	3/31/17 93031	201702 310-51300-31500	CORRESPOND/LNDSCP MNT AGR	*	729.31	
				HOPPING GREEN & SAMS			729.31 000129
4/20/17	00013	4/01/17 156604	201704 320-53800-46200	MTHLY LANDSCAPE MNT APR17	*	2,000.00	
				YELLOWSTONE LANDSCAPE-SOUTHEAST,LLC			2,000.00 000130
4/25/17	00012	4/25/17 04252017	201704 300-20700-10200	FY17 DEBT SERVICE ASSESS	*	1,797.15	
				TAPESTRY CDD C/O REGIONS BANK			1,797.15 000131
5/11/17	00001	5/01/17 73	201705 310-51300-34000	MANAGEMENT FEES MAY17	*	2,916.67	
		5/01/17 73	201705 310-51300-35100	INFO TECHNOLOGY MAY17	*	50.00	
		5/01/17 73	201705 310-51300-31300	DISSEMINATION FEE MAY17	*	291.67	
		5/01/17 73	201705 310-51300-51000	OFFICE SUPPLIES MAY17	*	.45	
		5/01/17 73	201705 310-51300-42000	POSTAGE MAY17	*	18.59	
		5/01/17 73	201705 310-51300-42500	COPIES MAY17	*	37.65	
		5/01/17 74	201705 320-53800-12000	FIELD MANAGEMENT MAY17	*	625.00	
				GOVERNMENTAL MANAGEMENT SERVICES			3,940.03 000132
5/12/17	00015	4/30/17 161509	201704 320-53800-46200	AQUATIC PLANT MGMT-APR17	*	325.00	
				APPLIED AQUATIC MANAGEMENT, INC.			325.00 000133
5/12/17	00004	4/28/17 93597	201703 310-51300-31500	PREP DISCLOSURE/MONIT LEG	*	326.00	
				HOPPING GREEN & SAMS			326.00 000134
5/12/17	00006	4/17/17 3239660	201704 310-51300-48000	NOT.OF MTG-04/17/17	*	208.17	
				ORLANDO SENTINEL			208.17 000135
5/12/17	00002	4/27/17 04272017	201704 310-51300-49000	RCRD FEE-PUB.FINANCE RPT	*	103.50	
				CLERK OF THE CIRCUIT COURT			103.50 000136

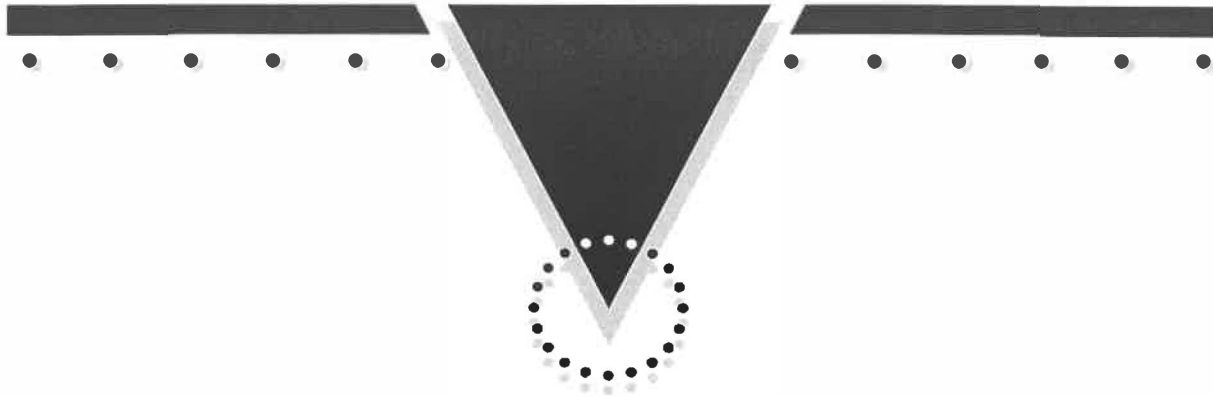
TAP2 TAPESTRY KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/18/17	00009	5/09/17 258736	201703 310-51300-31100		*	375.00	
			PREP/ATTEND MEETING				
				HANSON, WALTER & ASSOCIATES, INC.			375.00 000137
6/08/17	00004	5/25/17 94010	201704 310-51300-31500		*	2,710.65	
			CDD MTG/MAINT AGRMT/BDGT				
				HOPPING GREEN & SAMS			2,710.65 000138
6/08/17	00013	5/01/17 162351	201705 320-53800-46200		*	2,000.00	
			MTHLY LANDSCAPE MNT-MAY17				
				YELLOWSTONE LANDSCAPE-SOUTHEAST,LLC			2,000.00 000139
6/08/17	00001	6/01/17 75	201706 310-51300-34000		*	2,916.67	
			MANAGEMENT FEES JUN17				
		6/01/17 75	201706 310-51300-35100		*	50.00	
			INFO TECHNOLOGY JUN17				
		6/01/17 75	201706 310-51300-31300		*	291.67	
			DISSEMINATION FEES JUN17				
		6/01/17 75	201706 310-51300-51000		*	.72	
			OFFICE SUPPLIES				
		6/01/17 75	201706 310-51300-42000		*	10.45	
			POSTAGE				
		6/01/17 75	201706 310-51300-42500		*	.15	
			COPIES				
		6/01/17 76	201706 320-53800-12000		*	625.00	
			FIELD MANAGEMENT JUN17				
				GOVERNMENTAL MANAGEMENT SERVICES			3,894.66 000140
6/15/17	00015	5/31/17 162181	201705 320-53800-46200		*	325.00	
			AQUATIC PLANT MGMT-MAY17				
				APPLIED AQUATIC MANAGEMENT, INC.			325.00 000141
6/27/17	00012	6/26/17 06262017	201706 300-20700-10200		*	96,103.02	
			FY17 MATTAMY DIRCT ASSESS				
				TAPESTRY CDD C/O REGIONS BANK			96,103.02 000142
7/11/17	00001	7/03/17 77	201707 310-51300-34000		*	2,916.67	
			MANAGEMENT FEES JUL17				
		7/03/17 77	201707 310-51300-35100		*	50.00	
			INFO TECHNOLOGY JUL17				
		7/03/17 77	201707 310-51300-31300		*	291.67	
			DISSEMINATION FEES JUL17				
		7/03/17 77	201707 310-51300-51000		*	.24	
			OFFICE SUPPLIES				
		7/03/17 77	201707 310-51300-42000		*	4.04	
			POSTAGE				

TAP2 TAPESTRY KCOSTA

TAP2 TAPESTRY KCOSTA

—



TAPESTRY
Community Development District

Unaudited Financial Reporting

June 30, 2017



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Debt Service Fund Income Statement</u>
4	<u>Capital Projects Fund Income Statement</u>
5	<u>Month to Month</u>
6	<u>Long Term Debt Summary</u>
7	<u>Assessment Receipt Schedule</u>
8	<u>Series 2016 Construction Schedule</u>

Tapestry
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
June 30, 2017

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Totals</u>
<u>ASSETS:</u>				
CASH	\$490,861	---	---	\$490,861
<u>INVESTMENTS</u>				
SERIES 2016				
RESERVE	---	\$465,880	---	\$465,880
REVENUE	---	\$172,553	---	\$172,553
CAPITALIZED INTEREST	---	\$0	---	\$0
PRINCIPAL	---	\$2	---	\$2
INTEREST	---	\$3	---	\$3
CONSTRUCTION	---	---	\$2,014,532	\$2,014,532
COSTS OF ISSUANCE	---	---	\$4,262	\$4,262
TOTAL ASSETS	<u>\$490,861</u>	<u>\$638,438</u>	<u>\$2,018,794</u>	<u>\$3,148,092</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$6,235	---	---	\$6,235
<u>FUND EQUITY:</u>				
FUND BALANCES:				
RESTRICTED FOR DEBT SERVICE	---	\$638,438	---	\$638,438
RESTRICTED FOR CAPITAL PROJECTS	---	---	\$2,018,794	\$2,018,794
UNASSIGNED	\$484,627	---	---	\$484,627
TOTAL LIABILITIES & FUND EQUITY	<u>\$490,861</u>	<u>\$638,438</u>	<u>\$2,018,794</u>	<u>\$3,148,092</u>

Tapestry

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2017

	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/17	ACTUAL THRU 06/30/17	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS	\$62,331	\$62,331	\$62,476	\$144
DIRECT ASSESSMENTS	\$300,884	\$300,884	\$300,884	\$0
INTEREST	\$0	\$0	\$117	\$117
TOTAL REVENUES	\$363,215	\$363,215	\$363,476	\$261
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISOR FEES	\$0	\$0	\$400	(\$400)
FICA PAYABLE	\$0	\$0	\$31	(\$31)
ENGINEERING	\$10,000	\$7,500	\$750	\$6,750
ATTORNEY	\$25,000	\$18,750	\$6,849	\$11,901
DISSEMINATION AGENT	\$3,500	\$2,625	\$2,625	(\$0)
ASSESSMENT ADMINISTRATION	\$2,500	\$2,500	\$2,500	\$0
ARBITRAGE	\$600	\$0	\$0	\$0
TRUSTEE FEES	\$5,000	\$5,000	\$3,500	\$1,500
ANNUAL AUDIT	\$3,500	\$3,500	\$2,500	\$1,000
MANAGEMENT FEES	\$35,000	\$26,250	\$26,250	(\$0)
INFORMATION TECHNOLOGY	\$600	\$450	\$450	\$0
TELEPHONE	\$300	\$225	\$17	\$208
POSTAGE	\$1,000	\$750	\$112	\$638
INSURANCE	\$5,665	\$5,665	\$5,253	\$412
PRINTING & BINDING	\$1,000	\$750	\$181	\$569
LEGAL ADVERTISING	\$5,000	\$3,750	\$1,269	\$2,481
OTHER CURRENT CHARGES	\$1,000	\$750	\$341	\$409
PROPERTY APPRAISER FEE	\$250	\$250	\$108	\$142
OFFICE SUPPLIES	\$625	\$469	\$4	\$465
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<u>FIELD:</u>				
FIELD MANAGEMENT	\$7,500	\$5,625	\$5,625	\$0
PROPERTY INSURANCE	\$5,000	\$5,000	\$0	\$5,000
LANDSCAPE MAINTENANCE	\$125,000	\$93,750	\$8,000	\$85,750
LAKE MAINTENANCE	\$125,000	\$93,750	\$1,385	\$92,365
TOTAL EXPENDITURES	\$363,215	\$277,484	\$68,326	\$209,158
EXCESS REVENUES (EXPENDITURES)	\$0		\$295,150	
FUND BALANCE - Beginning	\$0		\$189,476	
FUND BALANCE - Ending	\$0		\$484,627	

Tapestry

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE

Statement of Revenues & Expenditures

For The Period Ending June 30, 2017

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/17	ACTUAL THRU 06/30/17	VARIANCE
SPECIAL ASSESSMENTS	\$79,588	\$79,588	\$79,772	\$184
DIRECT ASSESSMENTS	\$384,412	\$384,412	\$384,412	(\$0)
INTEREST	\$100	\$75	\$2,157	\$2,082
TOTAL REVENUES	\$464,100	\$464,075	\$466,341	\$2,266

EXPENDITURES:

Series 2016

INTEREST - 11/01	\$184,965	\$184,965	\$184,965	\$0
PRINCIPAL - 05/01	\$120,000	\$120,000	\$120,000	\$0
INTEREST - 05/01	\$172,506	\$172,506	\$172,506	\$0
TOTAL EXPENDITURES	\$477,471	\$477,471	\$477,471	\$0
EXCESS REVENUES (EXPENDITURES)	(\$13,371)		(\$11,131)	
FUND BALANCE - Beginning	\$184,965		\$649,568	
FUND BALANCE - Ending	\$171,594		\$638,438	

Tapestry

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2017

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/17	ACTUAL THRU 06/30/17	VARIANCE
INTEREST	\$0	\$0	\$13,015	\$13,015
TOTAL REVENUES	\$0	\$0	\$13,015	\$13,015

EXPENDITURES:

Series 2016

CAPITAL OUTLAY	\$0	\$0	\$4,317,355	(\$4,317,355)
TOTAL EXPENDITURES	\$0	\$0	\$4,317,355	(\$4,317,355)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$4,304,340)	
FUND BALANCE - Beginning	\$0		\$6,323,134	
FUND BALANCE - Ending	\$0		\$2,018,794	

Tapestry
COMMUNITY DEVELOPMENT DISTRICT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:													
SPECIAL ASSESSMENTS	\$0	\$338	\$60,730	\$0	\$0	\$0	\$1,407	\$0	\$0	\$0	\$0	\$0	\$62,476
DIRECT ASSESSMENTS	\$150,442	\$0	\$0	\$0	\$0	\$75,221	\$0	\$0	\$75,221	\$0	\$0	\$0	\$300,884
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INTEREST	\$7	\$11	\$12	\$15	\$12	\$15	\$14	\$15	\$17	\$0	\$0	\$0	\$117
TOTAL REVENUES	\$150,449	\$349	\$60,742	\$15	\$12	\$75,235	\$1,422	\$15	\$75,238	\$0	\$0	\$0	\$363,476
EXPENDITURES:													
ADMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$200	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$400
FICA EXPENSE	\$0	\$0	\$0	\$0	\$15	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$31
ENGINEERING	\$0	\$125	\$0	\$250	\$0	\$375	\$0	\$0	\$0	\$0	\$0	\$0	\$750
ATTORNEY	\$446	\$348	\$166	\$2,124	\$729	\$326	\$2,711	\$0	\$0	\$0	\$0	\$0	\$6,849
DISSEMINATION AGENT	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$0	\$0	\$2,625
ASSESSMENT ADMINISTRATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$0	\$2,500
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$26,250
INFORMATION TECHNOLOGY	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$0	\$0	\$0	\$450
TELEPHONE	\$0	\$0	\$6	\$0	\$0	\$0	\$11	\$0	\$0	\$0	\$0	\$0	\$17
POSTAGE	\$2	\$29	\$9	\$1	\$11	\$28	\$3	\$19	\$10	\$0	\$0	\$0	\$112
INSURANCE	\$5,253	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,253
PRINTING & BINDING	\$1	\$3	\$3	\$0	\$134	\$0	\$2	\$38	\$0	\$0	\$0	\$0	\$181
LEGAL ADVERTISING	\$658	\$0	\$200	\$204	\$0	\$0	\$208	\$0	\$0	\$0	\$0	\$0	\$1,269
OTHER CURRENT CHARGES	\$26	\$27	\$26	\$26	\$26	\$26	\$131	\$26	\$27	\$0	\$0	\$0	\$341
PROPERTY APPRAISER FEE	\$0	\$0	\$108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$1	\$1	\$0	\$0	\$1	\$0	\$0	\$0	\$4
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
FIELD													
FIELD MANAGEMENT	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$625	\$0	\$0	\$0	\$5,625
PROPERTY INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$2,000	\$2,000	\$0	\$0	\$0	\$8,000
LAKE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$410	\$325	\$325	\$325	\$0	\$0	\$0	\$1,385
TOTAL EXPENDITURES	\$12,944	\$4,415	\$4,401	\$6,489	\$5,000	\$10,549	\$9,490	\$6,291	\$8,747	\$0	\$0	\$0	\$68,326
EXCESS REVENUES (EXPENDITURES)	\$137,505	(\$4,066)	\$56,341	(\$6,474)	(\$4,989)	\$64,687	(\$8,068)	(\$6,277)	\$66,491	\$0	\$0	\$0	\$295,150

**TAPESTRY
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT**

SERIES 2016, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	3.625%, 4.250%, 4.800%, 5.000%	
MATURITY DATE:	5/1/2046	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$464,000	
RESERVE FUND BALANCE	\$465,880	
BONDS OUTSTANDING - APRIL 1, 2016		\$7,285,000
LESS: MAY 1, 2017 (MANDATORY)		(\$120,000)
CURRENT BONDS OUTSTANDING		\$7,165,000

TAPESTRY
COMMUNITY DEVELOPMENT DISTRICT

Assessment Receipt Schedule
FY2017

TAX COLLECTOR

							Gross Assessments	\$	66,310	\$	84,668	\$	150,978
							Net Assessments	\$	61,005	\$	77,895	\$	138,900
							2016						
Date Received	Dist.#	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund	43.92%	Debt Svc Fund	56.08%	Total	100%	
11/25/16	ACH	\$ 817.51	\$ 32.70	\$ 15.70	\$ -	\$ 769.11	\$ 337.80		\$ 431.31		\$ 769.11		
12/9/16	ACH	\$ 35,075.56	\$ 1,402.95	\$ 673.46	\$ -	\$ 32,999.15	\$ 14,493.33		\$ 18,505.82		\$ 32,999.15		
12/27/16	ACH	\$ 111,814.85	\$ 4,391.65	\$ 2,148.45	\$ -	\$ 105,274.75	\$ 46,237.00		\$ 59,037.75		\$ 105,274.75		
4/11/17	ACH	\$ 3,270.04	\$ -	\$ 65.40	\$ -	\$ 3,204.64	\$ 1,407.49		\$ 1,797.15		\$ 3,204.64		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
Totals		\$ 150,977.96	\$ 5,827.30	\$ 2,903.01	\$ -	\$ 142,247.65	\$ 62,475.62		\$ 79,772.03		\$ 142,247.65		

% Collected: 102.41%

OFF ROLL ASSESSMENTS

Mattamy Homes

DATE RECEIVED	CHECK NO.	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
					\$685,295.76	\$300,883.66	\$384,412.10
10/20/16	27946	12/1/16	\$ 342,647.88	\$ 342,647.88	\$ -	\$ 150,441.83	\$ 192,206.05
3/13/17	30696	2/1/17	\$ 171,323.94	\$ 171,323.94	\$ -	\$ 75,220.92	\$ 96,103.02
6/5/17	8/4/88	5/1/17	\$ 171,323.94	\$ 171,323.94	\$ -	\$ 75,220.92	\$ 96,103.02
			\$ 685,295.76	\$ 685,295.76	\$ -	\$ 300,883.67	\$ 384,412.09

Tapestry
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2016

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2016				
8/5/16	2	Hopping, Green & Sams	Convenyances of Utilities with TOHO	\$ 2,182.95
9/7/16	3	Hopping, Green & Sams	Convenyances of Utilities with TOHO	\$ 1,233.13
TOTAL				\$ 3,416.08
Fiscal Year 2016				
5/1/16		Interest		\$ 525.03
6/1/16		Interest		\$ 1,298.03
7/1/16		Interest		\$ 1,336.58
8/1/16		Interest		\$ 1,332.91
9/1/16		Interest		\$ 1,379.26
TOTAL				\$ 5,871.81
Project (Construction) Fund at 4/18/16				\$ 6,318,334.97
Interest Earned thru 9/30/16				\$ 5,871.81
Requisitions Paid thru 9/30/16				\$ (3,416.08)
Remaining Project (Construction) Fund				\$ 6,320,790.70

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2017				
11/7/16	5	Hopping Green & Sams	Legal Counsel - Review of acquisition & revision of disclosure	\$ 497.00
1/26/17	4	Hopping Green & Sams	Legal Counsel - Research/review of acquisition & reimburseables	\$ 1,409.50
1/26/17	6	Hopping Green & Sams	Legal Counsel - Review of acquisition & conveyance documents	\$ 1,398.50
1/26/17	8	Hopping Green & Sams	Legal Counsel - Preparation & review of utility acquisition	\$ 4,893.60
2/21/17	7	Mattamy Florida, LLC	Ph.1 Mass Grading, Stormwater Ponds, Lift Station & Utility Infrastructure	\$ 4,307,563.04
4/28/17	9	GMS-CF, LLC	FY17 Accounting Services	\$ 3,500.00
TOTAL				\$ 4,319,261.64
Fiscal Year 2017				
10/1/16		Interest		\$ 1,396.08
11/1/16		Interest		\$ 1,432.16
12/1/16		Interest		\$ 1,430.76
1/1/17		Interest		\$ 1,817.94
2/1/17		Interest		\$ 2,264.90
3/1/17		Interest		\$ 1,734.20
4/1/17		Interest		\$ 863.85
5/1/17		Interest		\$ 986.91
6/1/17		Interest		\$ 1,075.93
TOTAL				\$ 13,002.73
Project (Construction) Fund at 9/30/16				\$ 6,320,790.70
Interest Earned thru 6/30/17				\$ 13,002.73
Requisitions Paid thru 6/30/17				\$ (4,319,261.64)
Remaining Project (Construction) Fund				\$ 2,014,531.79

*FY16 expense paid in FY17

**NOTICE OF MEETINGS
TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT
Fiscal Year 2018**

As required by Chapter 190 Florida Statutes, notice is being given that the Board of Supervisors of the **Tapestry Community Development District** does not meet on a regular basis but will separately publish notice of meetings at least seven days prior to each Board meeting to include the date, time and location of said meetings. Meetings may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at a meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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