Wellness Ridge
Community Development District

Agenda

March 27, 2024

AGENDA

Wellness Ridge
Community Development District

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

March 20, 2024

Board of Supervisors
Wellness Ridge Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Wellness Ridge Community Development District will be held **Wednesday, March 27, 2024 at 10:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the October 25, 2023 Meeting
4. Review and Acceptance of Draft Fiscal Year 2023 Audit Report
5. Ratification Items
    A. Ratification of Series 2023 Requisitions #2 - #3
    B. Ratification of Street Lighting Agreement with Duke Energy for Wellness Ridge Phase 1B
    C. St. Johns WMD Request for Transfer of Environmental Resource Permit (Phase 1A)
6. Staff Reports
    A. Attorney
        i. Discussion of Pending Plat Conveyances
        ii. Status of Permit Transfers
        iii. CDD Ethics Training Requirement
    B. Engineer
        i. Discussion of Ownership and Maintenance Map
    C. District Manager's Report
        i. Approval of Check Registers
        ii. Balance Sheet and Income Statement
7. Other Business
8. Supervisor's Requests
9. Adjournment

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

Sincerely,

George S. Flint

George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
John Prowell, District Engineer

Enclosures

MINUTES

MINUTES OF MEETING
WELLNESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Wellness Ridge Community Development District was held Wednesday, October 25, 2023 at 10:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Brent Kewley	Assistant Secretary
Lane Register	Assistant Secretary
Christopher Forbes	Assistant Secretary

Also present were:

George Flint	District Manager
Jay Lazarovich	District Counsel
John Prowell	District Engineer *by telephone*
Jeremy LeBrun	GMS

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS **Public Comment**

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS **Approval of the Minutes of the September 27, 2023 Meeting**

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the minutes of the September 27, 2023 meeting were approved, as presented.

FOURTH ORDER OF BUSINESS **Consideration of Agreement with AMTEC to Provide Rebate Calculation Services for the Series 2023 Bonds**

Mr. Flint: Next is an agreement with AMTEC to do the arbitrage rebate calculation; it is $450 per year for five years.

> On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the proposal from AMTEC to provide arbitrage rebate calculations for the Series 2023 bonds, was approved.

FIFTH ORDER OF BUSINESS **Consideration of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2023**

> On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the engagement letter with Grau & Associates to perform the Fiscal Year 2023 audit, was approved.

SIXTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

Mr. Lazarovich: At the last meeting the Board approved the form of a drainage easement with Lake County. We are still waiting on two notices of terminations, I believe they were signed by the landowner and they just need to be recorded.

Mr. Morgan: Mark signed those last week.

Mr. Lazarovich: The other one is the interlocal agreement that was sent to the county last week and we are waiting on their review.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Balance Sheet and Income Statement

A copy of the financials was included in the agenda package.

ii. Ratification of Funding Request #18 - #19

> On MOTION by Mr. Morgan seconded by Mr. Register with all in favor funding requests 18 and 19 were ratified.

SEVENTH ORDER OF BUSINESS **Other Business**

A. Discussion of Pending Plat Conveyances

B. Status of Permit Transfers

There being no comments, the next item followed.

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

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Morgan seconded by Mr. Register with all in favor the meeting adjourned at 10:42 a.m.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION IV

WELLNESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023

DRAFT

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, FLORIDA

TABLE OF CONTENTS

DRAFT

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Wellness Ridge Community Development District
City of Clermont, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Wellness Ridge Community Development District, City of Clermont, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

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, 2023, 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.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

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 is the responsibility of management and, 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 Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated Xxxxxxxx, xxxx, 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 solely 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 the effectiveness of the District's 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.

Xxxxxxxx, xxxx

DRAFT

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Wellness Ridge Community Development District, City of Clermont, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2023. 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.

The District was established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and created by Ordinance No. 2022-018 of the City of Clermont, Florida effective on May 10, 2022 and no audit was required for the prior period. As a result, the balances as of and for the period ended September 30, 2022 are for less than a twelve month period and are unaudited.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position balance of ($290,401).
- The change in the District's total net position in comparison with the prior fiscal year was ($298,733), 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, 2023, the District's governmental funds reported combined ending fund balances of $461,377, an increase of $453,045 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and the remainder is unassigned deficit fund balance in the capital projects fund.

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 special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

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 for external reporting. 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, all of which are considered 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.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

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

NET POSITION
SEPTEMBER 30,

	2023	2022 (unaudited)
Current and other assets	$ 539,066	$ 10,482
Capital assets, net of depreciation	7,177,478	-
Total assets	7,716,544	10,482
Current liabilities	195,612	2,150
Long-term liabilities	7,811,333	-
Total liabilities	8,006,945	2,150
Net position		
Net investment in capital assets	(636,302)	-
Restricted	345,901	-
Unrestricted	-	8,332
Total net position	$ (290,401)	$ 8,332

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.

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

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations exceeded ongoing program revenues.

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,

	2023	2022 (unaudited)*
Revenues:		
Program revenues		
Charges for services	$ 202,153	$ -
Operating grants and contributions	96,462	36,646
Capital grants and contributions	61,657	-
Total revenues	360,272	36,646
Expenses:		
General government	86,349	28,314
Maintenance and operations	13,483	-
Bond issue costs	377,975	-
Interest	181,198	-
Total expenses	659,005	28,314
Change in net position	(298,733)	8,332
Net position - beginning	8,332	-
Net position - ending	$ (290,401)	$ 8,332

DRAFT

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was $659,005. The costs of the District's activities were paid primarily by program revenues. Program revenues are comprised primarily of assessments, Developer contributions and investment earnings.

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.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had $7,177,478 invested in capital assets for its governmental activities. No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2023, the District had $7,855,000 in 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

For the subsequent fiscal year, the District anticipates that the cost of general operations will increase as the District is built out.

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 Wellness Ridge Community Development District's Finance Department at 5385 N. Nob Hill Road, Sunrise, Florida, 33351.

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 11,019
Due from Developer	7,749
Assessments receivable	202,153
Restricted assets:	
Investments	318,145
Capital assets:	
Nondepreciable	7,177,478
Total assets	7,716,544
LIABILITIES	
Accounts payable	77,689
Accrued interest payable	117,923
Non-current liabilities:	
Due within one year	120,000
Due in more than one year	7,691,333
Total liabilities	8,006,945
NET POSITION	
Net investment in capital assets	(636,302)
Restricted for debt service	345,901
Total net position	$ (290,401)

See notes to the financial statements

DRAFT

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

		Program Revenues			Net (Expense) Revenue and Changes in Net Position
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 86,349	$ -	$ 91,500	$ -	$ 5,151
Maintenance and operations	13,483	-	-	61,657	48,174
Interest on long-term debt	181,198	202,153	4,962	-	25,917
Bond issue costs	377,975	-	-	-	(377,975)
Total governmental activities	659,005	202,153	96,462	61,657	(298,733)
	Change in net position				(298,733)
	Net position - beginning				8,332
	Net position - ending				$ (290,401)

See notes to the financial statements

DRAFT

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash and cash equivalents	$ 11,019	$ -	$ -	$ 11,019
Investments	-	261,671	56,474	318,145
Due from Developer	7,749	-	-	7,749
Assessments receivable	-	202,153	-	202,153
Total assets	$ 18,768	$ 463,824	$ 56,474	$ 539,066
LIABILITIES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 18,768	$ -	$ 58,921	$ 77,689
Total liabilities	18,768	-	58,921	77,689
Fund balances:				
Restricted for:				
Debt service	-	463,824	-	463,824
Unassigned	-	-	(2,447)	(2,447)
Total fund balances	-	463,824	(2,447)	461,377
Total liabilities and fund balances	$ 18,768	$ 463,824	$ 56,474	$ 539,066

See notes to the financial statements

DRAFT

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, FLORIDA
RECONCILIATION OF BALANCE SHEET – GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

Fund balance - governmental funds		$ 461,377
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	7,177,478	
Accumulated depreciation	-	7,177,478
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Accrued interest payable	(117,923)	
Discount on bonds	43,667	
Bonds payable	(7,855,000)	(7,929,256)
Net position of governmental activities		$ (290,401)

See notes to the financial statements

DRAFT

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Special assessments	$ -	$ 202,153	$ -	$ 202,153
Developer contributions	91,500	-	-	91,500
Interest earnings	-	4,962	61,657	66,619
Total revenues	91,500	207,115	61,657	360,272
EXPENDITURES				
Current:				
General government	86,349	-	-	86,349
Maintenance and operations	13,483	-	-	13,483
Debt service:				
Interest	-	61,769	-	61,769
Bond issuance costs	-	-	377,975	377,975
Capital outlay	-	-	7,177,478	7,177,478
Total expenditures	99,832	61,769	7,555,453	7,717,054
Excess (deficiency) of revenues over (under) expenditures	(8,332)	145,346	(7,493,796)	(7,356,782)
OTHER FINANCING SOURCES (USES)				
Transfers in (out)	-	(4,522)	4,522	-
Bond discount	-	-	(45,173)	(45,173)
Bond proceeds	-	323,000	7,532,000	7,855,000
Total other financing sources (uses)	-	318,478	7,491,349	7,809,827
Net change in fund balances	(8,332)	463,824	(2,447)	453,045
Fund balances - beginning	8,332	-	-	8,332
Fund balances - ending	$ -	$ 463,824	$ (2,447)	$ 461,377

See notes to the financial statements

DRAFT

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, 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, 2023

Net change in fund balances - total governmental funds	$ 453,045
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of those assets is eliminated in the statement of activities and capitalized in the statement of net position.	7,177,478
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 position.	(7,855,000)
In connection with the issuance of the Bonds, the original issue discount/premium is reported as a financing use/source when debt is first issued, whereas this amount is eliminated in the statement of activities and reduces/increases long-term liabilities in the statement of net position.	45,173
Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(1,506)
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 governmental fund financial statements.	(117,923)
Change in net position of governmental activities	$ (298,733)

See notes to the financial statements

DRAFT

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Wellness Ridge Community Development District ("District") was created on May 10, 2022 by the City Council of the City of Clermont pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, under City of Clermont Ordinance 2022-018. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

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 Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2023, all of the Board members are affiliated with Lennar Homes, LLC, the "Developer".

The Board has the final responsibility for:
1. Assessing 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 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 benefitted property within the District. Operating and Maintenance Assessments are based upon 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 (Chapter 197.3632, 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 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 Funds

The debt service funds are used to account for the accumulation of resources for the annual payment of principal and interest on 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 inter-fund 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.

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.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

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.

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.

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 acquisition 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.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

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.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations (Continued)
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
In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

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.

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.

Fund Equity/Net Position (Continued)
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.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

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 the general fund. 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, 2023:

	Amortized Cost	Credit Risk	Maturities
First American Government Obligation Fd Cl Y	$ 318,145	S&P AAAm	Weighted average of the fund portfolio: 24 days
	$ 318,145		

DRAFT

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

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 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2023 were as follows:

Fund	Transfer in	Transfer out
Debt service	$ -	$ 4,522
Capital projects	4,522	-
Total	$ 4,522	$ 4,522

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures.

NOTE 6 – CAPITAL ASSETS

Capital assets activity for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities				
Capital assets, not being depreciated				
Infrastructure under construction	$ -	$ 7,177,478	$ -	$ 7,177,478
Total capital assets, not being depreciated	-	7,177,478	-	7,177,478
Governmental activities capital assets, net	$ -	$ 7,177,478	$ -	$ 7,177,478

The total projects cost of the infrastructure improvements to be financed with bond proceeds have been estimated at $104 million. Certain costs have been reimbursed to the Developers under the various Assignment and Acquisition Agreements between the Developers and the District. The District and the Developers have entered into an agreement whereby the Developers have agreed to fund costs incurred by the District for modifications to the Developers' construction program. Certain assets will be conveyed to other governmental entities upon completion.

NOTE 7 – LONG TERM LIABILITIES

Series 2023

On April 20, 2023 the District issued $7,855,000 Special Assessment Bonds, Series 2023, consisting of $950,000 Term Bonds due on June 15, 2030, $2,885,000 Term Bonds due on June 15, 2043, and $4,020,000 Term Bonds due on June 15, 2053 with fixed interest rates ranging from 4.25% to 5.375%. The Bonds were issued to finance the cost of acquiring, constructing, and equipping assessable improvements composing the Series 2023 Project. Interest is to be paid semiannually on each June 15 and December 15. Principal on the 2023 Bonds is to be paid serially commencing June 15, 2024.

The Series 2023 Bonds are subject to redemption at the option of the District prior to their maturity. The Series 2023 Bonds 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 Indentures 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, 2023.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Bonds payable:					
Series 2023	$ -	$ 7,855,000	$ -	$ 7,855,000	$ 120,000
Less: original issuance discount	-	(45,173)	1,506	(43,667)	-
Total	$ -	$ 7,809,827	$ 1,506	$ 7,811,333	$ 120,000

DRAFT

NOTE 7 – LONG TERM LIABILITIES (Continued)

Long-term Debt Activity (Continued)

At September 30, 2023, the scheduled debt service requirements on the long-term debt were as follows:

Year ending	Governmental Activities		
September 30:	Principal	Interest	Total
2024	$ 120,000	$ 404,306	$ 524,306
2025	125,000	399,206	524,206
2026	130,000	393,894	523,894
2027	135,000	388,369	523,369
2028	140,000	382,631	522,631
2029-2033	810,000	1,813,881	2,623,881
2034-2038	1,035,000	1,588,775	2,623,775
2039-2043	1,340,000	1,293,319	2,633,319
2044-2048	1,740,000	903,269	2,643,269
2049-2051	2,280,000	380,550	2,660,550
	$ 7,855,000	$ 7,948,200	$ 15,803,200

NOTE 8 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory 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 9 – 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 since establishment of the District.

NOTE 10 – DEVELOPER TRANSACTIONS AND CONCENTRATION

Governmental Funds

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were $91,500, which includes a receivable of $7,749 at September 30, 2023.

The Developer has also agreed to fund the debt service on the Bonds which is not paid through special or prepaid assessments. During the current fiscal year, the Developer provided $202,153 to the debt service fund, which includes a receivable of $202,153 at September 30, 2023.

In connection with the Developer funding of the District's capital improvement project, the District has reimbursed the Developer $7,118,557 for the fiscal year ended September 30, 2023.

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

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer Contributions	$ 138,178	$ 91,500	$ (46,678)
Total revenues	138,178	91,500	(46,678)
EXPENDITURES			
Current:			
General government	138,178	86,349	51,829
Maintenance and operations	-	13,483	(13,483)
Total expenditures	138,178	99,832	38,346
Excess (deficiency) of revenues over (under) expenditures	$ -	(8,332)	$ (8,332)
Fund balance - beginning		8,332	
Fund balance - ending		$ -	

See notes to required supplementary information

DRAFT

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, 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.

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
CITY OF CLERMONT, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FLORIDA STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
UNAUDITED

Element	Comments
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to w hom nonemployee compensation w as paid in the last month of the District's fiscal year being reported.	0
Employee compensation	$0
Independent contractor compensation	$0
Construction projects to begin on or after October 1; ($65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	Not applicable

DRAFT

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
Wellness Ridge Community Development District
City of Clermont, 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 Wellness Ridge Community Development District, City of Clermont, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated Xxxxxxxx, xxxx.

Report on 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 or significant deficiencies may exist that were not identified.

Report on 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*.

DRAFT

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.

Xxxxxxxx, xxxx

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
Wellness Ridge Community Development District
City of Clermont, Florida

We have examined Wellness Ridge Community Development District, City of Clermont, 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, 2023. 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. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

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 Wellness Ridge Community Development District, City of Clermont, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Xxxxxxxx, xxxx

DRAFT

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

To the Board of Supervisors
Wellness Ridge Community Development District
City of Clermont, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Wellness Ridge Community Development District, City of Clermont, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated Xxxxxxxx, xxxx.

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 G*overnment Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated Xxxxxxxx, xxxx, 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 Wellness Ridge Community Development District, City of Clermont, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Wellness Ridge Community Development District, City of Clermont, 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.

Xxxxxxxx, xxxx

DRAFT

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

Not applicable. First year audit.

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.

   Not applicable. First year audit.

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, 2023.

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, 2023.

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

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

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2023. 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.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

SECTION V

SECTION A

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023
(ASSESSMENT AREA ONE)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Wellness Ridge Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of March 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 2

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: Latham, Luna, Eden & Beaudine

(D) Amount Payable: $7,350.00

(E) 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 # 118780 - Legal services for June 2023

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023 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 Series 2023 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and

4. each disbursement represents a Cost of Assessment Area One Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

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

WELLNESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 11/7/2023

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer 11-7-2023

LATHAM, LUNA,
EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32801

July 24, 2023

Invoice #: 118780
Federal ID #:59-3366512

RECEIVED
JUL 26 2023

Wellness Ridge CDD
219 East Livingston Street
Orlando, FL 32801

Matter ID: 10080-003 2022 Bonds

For Professional Services Rendered:

6/5/2023	JEL	Email correspondence with District Engineer regarding permit transfer	0.10	$29.50
6/12/2023	KET	Review of status of Requisition No. 1. Email correspondence to LSMA and the District Engineer regarding same.	0.20	$60.00
6/14/2023	JAC	Worked on edits to agreement related to funding of requisition.	0.90	$364.50
6/14/2023	JEL	Review emails regarding requisition; Review requisition and acknowledgement and consent.	0.30	$88.50
6/14/2023	KET	Review of email correspondence from the District Engineer regarding infrastructure improvements subject to Requisition No. 1. Telephone discussion with District Manager regarding processing of Requisition No. 1. Review of First Supplemental Indenture regarding payee requirements. Preparation of Release and Acknowledgement Related to the Wellness Ridge Community Development District's Series 2023 Bonds between the District, Lennar Homes, LLC and LSMA Wellness, LLC. Email correspondence with Lennar Homes, LLC and LSMA Wellness, LLC regarding execution of same.	4.90	$1,470.00
6/15/2023	JEL	Review of improvement locations.	0.30	$88.50
6/16/2023	JEL	Continue to revise conveyance from Lennar to CDD; Review of engineer report, plat, requisition; Email correspondence with District Engineer regarding improvements and requisition; Draft conveyance documents LSMA to Lennar.	2.30	$678.50
6/16/2023	KET	Assisted in identifying the location of infrastructure improvements subject to Requisition No. 1 and email correspondence to the District Engineer regarding same. Assisted in preparing conveyance documents for real property and infrastructure improvements subject to Requisition No. 1.	1.40	$420.00
6/19/2023	KET	Receipt and review of email correspondence from counsel for LSMA Wellness, LLC regarding the conveyance of improvements to the City and District. Review of Engineer's Report regarding same and responded to counsel for LSMA Wellness, LLC. Telephone discussion with LSMA Wellness, LLC and its counsel regarding processing of Requisition and conveyance of property and improvements related to same. Review of Quit Claim deed and revisions on the Requisition Agreement from counsel from LSMA Wellness, LLC. Email correspondence with the District Engineer regarding location of improvements subject to Requisition No. 1.	2.20	$660.00
6/19/2023	JAC	Work on edits to LSMA/Lennar conveyance agreement.	0.30	$121.50
6/19/2023	JEL	Confer with KET regarding conveyance; Email correspondence regarding Phase 1A tracts/utilities; Reviewed and revised Requisition Agreement and quitclaim deed.	1.20	$354.00
6/20/2023	KET	Review of additional comments from counsel for LSMA Wellness, LLC regarding the Requisition Agreement and incorporated same.	0.70	$210.00
6/21/2023	KET	Worked on processing of Requisition and email correspondence to Lennar and LSMA Wellness, LLC regarding same. Assisted in preparing conveyance documents related to same.	1.20	$360.00

6/21/2023	JEL	Draft Bill of Sale for lift station, wastewater, and offsite utilities and roads; review of revised deed and requisition agreement; confer on conveyance documents and revise same; email regarding meeting agenda; review of requisition, Engineer Report and plat related to conveyance documents; prepare letter to city regarding Bill of Sale.	2.30	$678.50
6/22/2023	JEL	Review of improvements location and revise documents; review updated title report.	0.50	$147.50
6/22/2023	KET	Review of maps from the District Engineer identifying location of improvements subject to Requisition No. 1. Email correspondence to the District Engineer and Developer regarding same. Incorporated location of improvements in conveyance documents. Review of title work related to Requisition No. 1. Email correspondence to counsel for LSMA Wellness, LLC regarding mortgage and prepared Release of Mortgage for execution and recording. Emailed updated conveyance documents to Lennar and Chairman for execution.	2.10	$630.00
6/23/2023	KET	Email correspondence with Chairman regarding execution of conveyance documents. Telephone discussion with Lane Register regarding the conveyance of real property related to Requisition No. 1 from LSMA Wellness, LLC to Lennar prior to conveyance to the District. Email correspondence to LSMA Wellness, LLC regarding recorded Release of Mortgage.	0.80	$240.00
6/26/2023	KET	Email correspondence to the District Engineer regarding execution of Requisition No. 1 Certificate. Sorted executed conveyance documents related to same. Review of executed Quitclaim Deed from LSMA Wellness, LLC to Lennar and responded regarding the recorded version of same.	0.80	$240.00
6/27/2023	KET	Compiled Requisition No. 1 package and email correspondence to the District Manager with same. Preparation of Special Warranty Deed to the District from Lennar with real property tracts subject to Requisition No. 1 and email correspondence to Lennar regarding same. Email correspondence to the District Engineer regarding execution of Certificate for Requisition No. 1. Review of email correspondence from LSMA Wellness, LLC regarding payee for Requisition No. 1 and sent email to GMS regarding same.	1.50	$450.00
6/27/2023	JEL	Review of final requisition.	0.20	$59.00
Total Professional Services:			**24.20**	**$7,350.00**

Total	$7,350.00
Previous Balance	$0.00
Total Due	**$7,350.00**

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023
(ASSESSMENT AREA ONE)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Wellness Ridge Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of March 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 3

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee: LSMA Wellness, LLC

(D) Amount Payable: $51,570.85

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Reimbursement Costs

(F) Fund or Account and subaccount, if any, from which disbursement to be made: *Series 2023 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 Series 2023 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and

4. each disbursement represents a Cost of Assessment Area One Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

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

WELLNESS RIDGE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 11/8/23

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer 11-8-2023

Wellness Ridge CDD
Pay Requisition: 1
Date: 6/14/2023

Opinion of Probable Costs from Approved Engineers Report / Requisition Pay Items: First Construction Requisition

Improvement	Assessment Area #1	1	Total	Remaining
CIP				
Stormwater Improvements	$ 5,000,000.00	$ 1,676,147.98	$ 1,676,147.98	$ 3,323,852.02
Roadways	$ 6,200,000.00	$ 1,501,405.50	$ 1,501,405.50	$ 4,698,594.50
Water, Sewer & Wastewater Utilities	$ 1,700,000.00	$ 1,686,356.33	$ 1,686,356.33	$ 13,643.67
Lift Stations	$ 3,600,000.00	$ 544,263.93	$ 544,263.93	$ 3,055,736.07
Hardscape, Landscape & Irrigation	$ 2,800,000.00	$ -	$ -	$ 2,800,000.00
Traffic Signal	$ 750,000.00	$ -	$ -	$ 750,000.00
Amenity	$ 500,000.00	$ -	$ -	$ 500,000.00
Offsite Roadway	$ -	$ -	$ -	$ -
Offsite Utility*	$ 10,300,000.00	$ 6,786,875.05	$ 6,786,875.05	$ 3,513,124.95
Undergrounding of Electric	$ 500,000.00	$ -	$ -	$ 500,000.00
subtotal	**$ 31,350,000.00**	**$ 12,195,048.79**	**$ 12,195,048.79**	**$ 19,154,951.21**
Other				
Soft Costs (10%)	$ 3,135,000.00	$ -	$ -	$ 3,135,000.00
Contingency (15%)	$ 4,702,500.00	$ -	$ -	$ 4,702,500.00
TOTAL	$ 39,187,500.00	$ 12,195,048.79	$ 12,195,048.79	$ 26,992,451.21
ADJUSTMENT	-	$ (5,076,492.07)	$ (5,076,492.07)	-
ADJUSTED TOTAL**	**$ 39,187,500.00**	**$ 7,118,556.72**	**$ 7,118,556.72**	**$ 32,068,943.28**

Requisition Pay Item Notes:

Project 1927-A - Wellness Ridge Site Development - Pay Application 18 - 5/31/2023 (Phase 1A)
Project 1927-B - Wellness Ridge Erosion Control, Lift Station, Water Reclaim - Pay Application 19 - 5/31/2023 (Phase 1A)
Project 1927-C - Wellness Ridge Asphalt Paving - Pay Application 14 - 5/31/2023 (Phase 1A)
Project 1940 - Wellness Way Off-Site Utilities North - Pay Application 12 - 5/11/2023 (Phase 1A)
Project 1941 - Wellness Way Off-Site Utilities South - Pay Application 10 - 5/31/2023 (Phase 1A)

*Request for watermain only, total cost - $7,422,747.03, less City of Clermont oversize reimbursement ($635,871.98). Remaining total is $6,786,875.05
**Total adjusted to not exceed current construction fund balance of $7,118,556.72.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 5326

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERSHIP BY PERFORMANCE

To Owner: LENNAR HOMES (WELLNESS RIDGE
2300 MAITLAND CENTER PARKWAY

MAITLAND, FL 32751

Project: 1927-A WELLNESS RIDGE – SITE DEVELOPMENT

Application No. : 18

Period To: 5/31/2023

Distribution to :
- [ ] Owner
- [ ] Engineer
- [ ] Contractor
- [ ]
- [ ]

From Contractor: THE BRIAR TEAM LLC
4570 Orange Blvd
Sanford, FL 32771

Via Engineer:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum		$1,966,015.61
2. Net Change By Change Order		$80,422.67
3. Contract Sum To Date		$2,046,438.28
4. Total Completed and Stored To Date		$2,046,438.28
5. Retainage:		
a. 5.07% of Completed Work	$103,800.49	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$103,800.49
6. Total Earned Less Retainage		$1,942,637.79
7. Less Previous Certificates For Payments		$1,926,983.16
8. Current Payment Due		$15,654.63
9. Balance To Finish, Plus Retainage		$103,800.49

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$64,028.12	$999.48
Total Approved this Month	$17,394.03	$0.00
TOTALS	$81,422.15	$999.48
Net Changes By Change Order	$80,422.67	

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

CONTRACTOR: THE BRIAR TEAM LLC

By: _____ Date: 5/23/22

State of: Florida County of: Seminole
Subscribed and sworn to before me this 23rd day of May, 2023
Notary Public
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

ENGINEER'S OPINION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 OPINIONED.

AMOUNT OPINIONED $15,654.63

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

ENGINEER:

By: _____ Date: 5/24/23

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

APPLICATION FOR PAYMENT NO.
EXHIBIT "C"

Contract # 01924792
5/22/2023

No.	Description	CONTRACT AMOUNT Amount	Cost Code	PREVIOUSLY COMPLETED Amount	COMPLETED THIS INVOICE Amount	COMPLETED TO DATE Amount	RETENTION	NET DUE	REMAINING ON CONTRACT Amount
Application For Payment Summary									
	Survey Staking	$ 126,070.82	2120	$ 126,070.82	$ -	$ 126,070.82			$ -
	Excavation	$ 6,650.00	2651	$ 6,650.00	$ -	$ 6,650.00			$ -
	Grading	$ 62,819.36	2653	$ 62,819.36	$ -	$ 62,819.36			$ -
	Mobilization	$ 70,949.63	2745	$ 70,949.63	$ -	$ 70,949.63			$ -
	Storm Drains	$ 1,674,025.80	3001	$1,674,025.80	$ -	$ 1,674,025.80			$ -
	Turf	$ 25,500.00	3554	$ 25,500.00	$ -	$ 25,500.00			$ -
	Change Order 1	$ (999.48)		$ (999.48)	$ -	$ (999.48)			$ -
	Change Order 2	$ 64,028.12		$ 64,028.12	$ -	$ 64,028.12			$ -
	Change Order 4	$ 17,394.03		$ -	$ 17,394.03	$ 17,394.03			$ -
TOTAL		$ 2,046,438.28		$2,029,044.25	$ 17,394.03	$ 2,046,438.28	$ -		-

$1,779,948.47 - $103,800.49 (Retainage) = $1,676,147.98 (total)

VENDOR: 8414339 CONTRACT # 01924792
The Briar Team LLC
INV.DATE: 5.25.23 INV.# 5326 APPL.# 188

Field Approval	Checked By	Office Approval	Entered By
Date:	Date:	Date:	Date:

Deduction of 10% Retention	$ 103,800.49
Total Due To-Date	$ 1,942,637.79
Previous Application	$ 1,926,983.16
Balance Due This Application	$ 15,654.63

DESCRIPTION: Wellness Way Ph 1A, Infrastructure

ACCT# 1110951 ACCT. DATE:

No.	Description	CONTRACT AMOUNT Qty	Unit	Price	Amount	PREVIOUSLY COMPLETED Qty	Amount	COMPLETED THIS INVOICE Qty	Amount	COMPLETED TO DATE Qty	Amount	REMAINING ON CONTRACT Qty	Amount
	Wellness Way Ph 1A Infrastructure												
	Survey Staking												
2120	Certified as-built drawings	1	LS	$62,220.69	$ 62,220.69	1	62,220.69	0.00	0.00	1.00	62,220.69	0	$ -
2120	Construction staking/layout	1	LS	$63,850.13	$ 63,850.13	1	63,850.13	0.00	0.00	1.00	63,850.13	0	$ -
	Total Survey Staking				**$ 126,070.82**		**126,070.82**		**0.00**		**126,070.82**		**$ -**
	Generic Excavation												
2651	Stabilized Access Over Future Sanitary	1,400	SY	$4.75	$ 6,650.00	1400	6,650.00	0.00	0.00	1,400.00	6,650.00	0	$ -
	Total Excavation & Grading				**$ 6,650.00**		**6,650.00**		**0.00**		**6,650.00**		**$ -**
	Grading												
2653	Final Grading (Lots)	301	EA	$136.99	$ 41,233.99	301	41,233.99	0.00	0.00	301.00	41,233.99	0	$ -
2653	Fine Grade R/W	42,400	SY	$0.41	$ 17,384.00	42400	17,384.00	0.00	0.00	42,400.00	17,384.00	0	$ -
2653	Prep R/W	1	LS	$3,247.37	$ 3,247.37	1.2937762	4,201.37	0.00	0.00	1.29	4,201.37	0	$ (954.00)
2653	Grade Rear Lot Swale	450	LF	$2.12	$ 954.00	0	0.00			0.00	0.00	450	$ 954.00
	Total Grading				**$ 62,819.36**		**62,819.36**		**0.00**		**62,819.36**		**$ -**
	Mobilization												
2745	Mobilization	1	LS	$70,949.63	$ 70,949.63	1	70,949.63		0.00	1.00	70,949.63	0	$ -
	Total Grading				**$ 70,949.63**		**70,949.63**		**0.00**		**70,949.63**		**$ -**
	Storm Drains												
	Pipe												
3001	18" CLASS III RCP	3,870	LF	$33.37	$ 129,141.90	3870	129,141.90		0.00	3,870.00	129,141.90	0	$ -
3001	24" CLASS III RCP	2,908	LF	$52.25	$ 151,943.00	2908	151,943.00		0.00	2,908.00	151,943.00	0	$ -
3001	30" CLASS III RCP	671	LF	$67.27	$ 45,138.17	671	45,138.17		0.00	671.00	45,138.17	0	$ -
3001	36" CLASS III RCP	1,759	LF	$95.52	$ 168,019.68	1759	168,019.68		0.00	1,759.00	168,019.68	0	$ -
3001	42" CLASS III RCP	1,940	LF	$116.51	$ 226,029.40	1940	226,029.40		0.00	1,940.00	226,029.40	0	$ -
3001	48" CLASS III RCP	663	LF	$141.42	$ 93,761.46	663.00071	93,761.46		0.00	663.00	93,761.46	0	$ -
3001	54" CLASS III RCP	62	LF	$184.59	$ 11,444.58	62	11,444.58		0.00	62.00	11,444.58	0	$ -
3001	Cleaning & Inspection	11,873	LF	$2.24	$ 26,595.52	11873	26,595.52	0.00	0.00	11,873.00	26,595.52	0	$ -
	Drainage Structures												
3001	FDOT Type "J-5" Curb Inlet (0'-6')	4	EA	$5,977.37	$ 23,909.48	4	23,909.48	0.00	0.00	4.00	23,909.48	0	$ -
3001	FDOT Type "J-5" Curb Inlet (6'-8')	5	EA	$6,741.41	$ 33,707.05	5	33,707.05	0.00	0.00	5.00	33,707.05	0	$ -
3001	FDOT Type "J-5" Curb Inlet (8'-10')	10	EA	$8,036.03	$ 80,360.30	10	80,360.30	0.00	0.00	10.00	80,360.30	0	$ -
3001	FDOT Type "J-5" Curb Inlet (10'-12')	4	EA	$9,188.56	$ 36,754.24	4	36,754.24	0.00	0.00	4.00	36,754.24	0	$ -
3001	FDOT Type "J-6" Curb Inlet (0'-6')	2	EA	$6,374.34	$ 12,748.68	2	12,748.68	0.00	0.00	2.00	12,748.68	0	$ -
3001	FDOT Type "J-6" Curb Inlet (6'-8')	4	EA	$7,138.35	$ 28,553.40	4	28,553.40	0.00	0.00	4.00	28,553.40	0	$ -
3001	FDOT Type "J-6" Curb Inlet (8'-10')	5	EA	$8,432.94	$ 42,164.70	5	42,164.70		0.00	5.00	42,164.70	0	$ -
3001	FDOT Type "P-5" Curb Inlet (0'-6')	26	EA	$4,673.35	$ 121,507.10	26	121,507.10	0.00	0.00	26.00	121,507.10	0	$ -
3001	FDOT Type "P-5" Curb Inlet (6'-8')	5	EA	$5,141.68	$ 25,708.40	5	25,708.40		0.00	5.00	25,708.40	0	$ -
3001	FDOT Type "P-6" Curb Inlet (0'-6')	13	EA	$5,070.33	$ 65,914.29	13	65,914.29		0.00	13.00	65,914.29	0	$ -

No.	Description	CONTRACT AMOUNT Qty	Unit	Price	Amount	PREVIOUSLY COMPLETED Qty	Amount	COMPLETED THIS INVOICE Qty	Amount	COMPLETED TO DATE Qty	Amount	REMAINING ON CONTRACT Qty	Amount
3001	FDOT Type "P-6" Curb Inlet (6'-8')	1	EA	$5,538.67	$ 5,538.67	1	5,538.67		0.00	1.00	5,538.67	0	$ -
3001	RCP MES: 18"	1	EA	$999.28	$ 999.28	1	999.28		0.00	1.00	999.28	0	$ -
3001	Type "C" Inlets	1	EA	$2,766.99	$ 2,766.99	1	2,766.99		0.00	1.00	2,766.99	0	$ -
3001	Type "C" Inlet w/J Bottom	2	EA	$3,944.70	$ 7,889.40	2	7,889.40		0.00	2.00	7,889.40	0	$ -
3001	Type "D" Inlets (0'-6')	3	EA	$3,701.90	$ 11,105.70	3	11,105.70		0.00	3.00	11,105.70	0	$ -
3001	Type "D" Inlets (6'-8')	2	EA	$4,135.44	$ 8,270.88	2	8,270.88		0.00	2.00	8,270.88	0	$ -
3001	Type "V" Inlets (0'-6')	10	EA	$3,985.26	$ 39,852.60	10	39,852.60		0.00	10.00	39,852.60	0	$ -
3001	Type "V" Inlets (6'-8')	3	EA	$4,575.76	$ 13,727.28	3	13,727.28		0.00	3.00	13,727.28	0	$ -
3001	Type "V" Inlets (8'-10')	2	EA	$5,082.89	$ 10,165.78	2	10,165.78		0.00	2.00	10,165.78	0	$ -
3001	Type "P" Manhole (6'-8')	4	EA	$3,146.26	$ 12,585.04	4	12,585.04	0.00	0.00	4.00	12,585.04	0	$ -
3001	Type "P" Manhole (18'-20')	1	EA	$5,290.54	$ 5,290.54	1	5,290.54	0.00	0.00	1.00	5,290.54	0	$ -
3001	Type "P" Manhole (22'-24')	1	EA	$6,637.42	$ 6,637.42	1	6,637.42	0.00	0.00	1.00	6,637.42	0	$ -
3001	Type "J" Manhole (6'-8')	3	EA	$4,964.82	$ 14,894.46	3	14,894.46	0.00	0.00	3.00	14,894.46	0	$ -
3001	Type "J" Manhole (8'-10')	10	EA	$6,043.66	$ 60,436.60	7	60,436.60	0.00	0.00	7.00	60,436.60	3	$ -
3001	Type "J" Manhole (10'-12')	4	EA	$7,028.86	$ 28,115.44	4	28,115.44	0.00	0.00	4.00	28,115.44	0	$ -
3001	Type "J" Manhole (12'-14')	1	EA	$11,509.51	$ 11,509.51	0.6000003	11,509.51		0.00	0.60	11,509.51	0	$ -
3001	Type "J" Manhole (16'-18')	1	EA	$6,646.67	$ 6,646.67	0.6000012	6,646.67		0.00	0.60	6,646.67	0	$ -
3001	Type "J" Manhole (20'-22')	1	EA	$11,930.65	$ 11,930.65	1	11,930.65		0.00	1.00	11,930.65	0	$ -
3001	Type "J" Manhole (22'-24')	1	EA	$13,134.06	$ 13,134.06	1	13,134.06		0.00	1.00	13,134.06	0	$ -
3001	Type "J" Manhole (26'-28')	1	EA	$15,139.51	$ 15,139.51	1	15,139.51		0.00	1.00	15,139.51	0	$ -
3001	6' x 12' Junction Box	1	EA	$10,890.76	$ 10,890.76	1	10,890.76		0.00	1.00	10,890.76	0	$ -
3001	Type "D" Control Structues	2	EA	$7,236.20	$ 14,472.40	2	14,472.40	0.00	0.00	2.00	14,472.40	0	$ -
3001	Type "H" Bubble Up Structures	4	EA	$6,258.83	$ 25,035.32	4	25,035.32		0.00	4.00	25,035.32	0	$ -
3001	15" PVC Pipe (20'-22')	10	LF	$135.90	$ 1,359.00	10	1,359.00		0.00	10.00	1,359.00	0	$ -
3001	Manhole (22'-24' cut)	1	EA	$12,230.29	$ 12,230.29	1	12,230.29	0.00	0.00	1.00	12,230.29	0	$ -
	Total Storm Drains				$1,674,025.80		1,674,025.80		0.00		1,674,025.80		$ -
	Turf												
3554	Sod Open Tracts	9,000	SY	$2.55	$ 22,950.00	9000	22,950.00	0.00	0.00	9,000.00	22,950.00	0	$ -
3554	Sod Swale	1000	SY	$2.55	$ 2,550.00	1000	2,550.00	0.00	0.00	1,000.00	2,550.00	0	$ -
	Total Turf				$ 25,500.00		$ 25,500.00	$ -			$ 25,500.00		$ -
	Total Contract Amount				$1,966,015.61		1,966,015.61		0.00		1,940,515.61		$ -
	Change Order 1												
	delete construction staking / layout	1	LS	$ (999.48)	$ (999.48)	1.00	-999.48	0.00	0.00	1.00	-999.48	0	$ -
					$ (999.48)		$ (999.48)	$ -			$ (999.48)		$ -
	Change Order 2												
	delete manhole (22'-24' cut)	1	EA	$ (12,230.29)	$ (12,230.29)	1.00	-12,230.29	0.00	0.00	1.00	-12,230.29	0	$ -
	add manhole (22'-24' cut) (w/agru-grip liner)	1	EA	$ 30,419.98	$ 30,419.98	1.00	30,419.98	0.00	0.00	1.00	30,419.98	0	$ -
	add storm structure SD-56 riser (SD-56ADD)	1	EA	$ 205.77	$ 205.77	1.00	205.77	0.00	0.00	1.00	205.77	0	$ -
	add install power crossings (labor & equipment only)	4186	LF	$ 6.56	$ 27,460.16	4,186.00	27,460.16	0.00	0.00	4,186.00	27,460.16	0	$ -
	add 1.5" sleeves	480	LF	$ 9.06	$ 4,348.80	480.00	4,348.80	0.00	0.00	480.00	4,348.80	0	$ -
	add 1.5" caps & marker boards	12	EA	$ 39.95	$ 479.40	12.00	479.40	0.00	0.00	12.00	479.40	0	$ -
	add 2" sleeves	80	LF	$ 9.25	$ 740.00	80.00	740.00	0.00	0.00	80.00	740.00	0	$ -
	add 2" caps & marker boards	2	EA	$ 40.15	$ 80.30	2.00	80.30	0.00	0.00	2.00	80.30	0	$ -
	add 4" sleeves	220	LF	$ 13.06	$ 2,873.20	220.00	2,873.20	0.00	0.00	220.00	2,873.20	0	$ -
	add 4" caps & marker boards	8	EA	$ 49.40	$ 395.20	8.00	395.20	0.00	0.00	8.00	395.20	0	$ -
	add 6" sleeves	480	LF	$ 18.25	$ 8,760.00	480.00	8,760.00	0.00	0.00	480.00	8,760.00	0	$ -
	add 6" caps & marker boards	12	EA	$ 41.30	$ 495.60	12.00	495.60	0.00	0.00	12.00	495.60	0	$ -
					$ 64,028.12		64,028.12		0.00		$ 64,028.12		$ -
	Change Order 4												
	delete 18" class III RCP	5	LF	-33.37	$ (166.85)			5.00	-166.85	5.00	-166.85	0	$ -
	add 24" class III RCP	63	LF	99.90	$ 6,293.70			63.00	6,293.70	63.00	6,293.70	0	$ -
	add type "D" control structures (SD1-160)	1	EA	$ 6,436.84	$ 6,436.84			1.00	6,436.84	1.00	6,436.84	0	$ -
	add 24" U endwall (SD1-161)	1	EA	$ 4,830.34	$ 4,830.34			1.00	4,830.34	1.00	4,830.34	0	$ -
					$ 17,394.03		0.00		17,394.03		$ 17,394.03		$ -
SUBTOTAL					2,046,438.28		2,029,044.25		17,394.03		2,046,438.28		0.00
CONTRACT TOTAL					2,046,438.28		2,029,044.25		17,394.03		2,046,438.28		$ -

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 18
Application Date : 05/17/23
To: 05/31/23
Engineer's Project No.:

Invoice # : 5326 **Contract :** 1927- WELLNESS RIDGE INFRASTRUCTURE

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	A. SITE DEVELOPMENT 1927A SITE								
	SURVEY STAKING/ENGINEER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	certified as-built drawings	62,220.69	62,220.69	0.00	0.00	62,220.69	100.00%	0.00	3,111.12
	construction staking/layout	63,850.13	63,850.13	0.00	0.00	63,850.13	100.00%	0.00	3,352.12
	verify survey monuments (letter from surveyor)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GENERIC EXCAVATION & GRADING	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	stabilized access over future sanitary	6,650.00	6,650.00	0.00	0.00	6,650.00	100.00%	0.00	332.50
	GRADING	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	final grading (lots)	41,233.99	41,233.99	0.00	0.00	41,233.99	100.00%	0.00	2,061.70
	fine grade R/W	17,384.00	17,384.00	0.00	0.00	17,384.00	100.00%	0.00	869.20
	grade rear lot swale	954.00	954.00	0.00	0.00	954.00	100.00%	0.00	47.70
	MOBILIZATION (2745 IF PRESENT IN BUDGET, USE 3279 OR 2651 IF	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	mobilization	70,949.63	70,949.63	0.00	0.00	70,949.63	100.00%	0.00	3,547.48
	EROSION CONTROL	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	temporary construction entrance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GENERIC STORM DRAINS: PIPE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	18" class III RCP	129,141.90	129,141.90	0.00	0.00	129,141.90	100.00%	0.00	6,457.10
	24" class III RCP	151,943.00	151,943.00	0.00	0.00	151,943.00	100.00%	0.00	7,597.15
	30" class III RCP	45,138.17	45,138.17	0.00	0.00	45,138.17	100.00%	0.00	2,256.91
	36" class III RCP	168,019.68	168,019.68	0.00	0.00	168,019.68	100.00%	0.00	8,400.98
	42" class III RCP	226,029.40	226,029.40	0.00	0.00	226,029.40	100.00%	0.00	11,301.47
	48" class III RCP	93,761.46	93,761.46	0.00	0.00	93,761.46	100.00%	0.00	4,688.07
	54" class III RCP	11,444.58	11,444.58	0.00	0.00	11,444.58	100.00%	0.00	572.23
	cleaning & inspection	26,595.52	26,595.52	0.00	0.00	26,595.52	100.00%	0.00	1,329.78
	FDOT type "J-5" curb inlet (0'-6')	23,909.48	23,909.48	0.00	0.00	23,909.48	100.00%	0.00	1,195.47
	FDOT type "J-5" curb inlet (6'-8')	33,707.05	33,707.05	0.00	0.00	33,707.05	100.00%	0.00	1,685.35
	FDOT type "J-5" curb inlet (8'-10')	80,360.30	80,360.30	0.00	0.00	80,360.30	100.00%	0.00	4,018.01
	FDOT type "J-5" curb inlet (10'-12')	36,754.24	36,754.24	0.00	0.00	36,754.24	100.00%	0.00	1,837.71
	FDOT type "J-6" curb inlet (0'-6')	12,748.68	12,748.68	0.00	0.00	12,748.68	100.00%	0.00	637.43
	FDOT type "J-6" curb inlet (6'-8')	28,553.40	28,553.40	0.00	0.00	28,553.40	100.00%	0.00	1,427.67

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 18
Application Date : 05/17/23
To: 05/31/23
Engineer's Project No.:

Invoice # : 5326 **Contract :** 1927- WELLNESS RIDGE INFRASTRUCTURE

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	FDOT type "J-6" curb inlet (8'-10')	42,164.70	42,164.70	0.00	0.00	42,164.70	100.00%	0.00	2,108.24
	FDOT type "P-5" curb inlet (0'-6')	121,507.10	121,507.10	0.00	0.00	121,507.10	100.00%	0.00	6,075.35
	FDOT type "P-5" curb inlet (6'-8')	25,708.40	25,708.40	0.00	0.00	25,708.40	100.00%	0.00	1,285.42
	FDOT type "P-6" curb inlet (0'-6')	65,914.29	65,914.29	0.00	0.00	65,914.29	100.00%	0.00	3,295.71
	FDOT type "P-6" curb inlet (6'-8')	5,538.67	5,538.67	0.00	0.00	5,538.67	100.00%	0.00	276.93
	RCP MES 18"	999.28	999.28	0.00	0.00	999.28	100.00%	0.00	49.96
	type "C" inlets	2,766.99	2,766.99	0.00	0.00	2,766.99	100.00%	0.00	138.35
	type "C" inlet w/J bottom	7,889.40	7,889.40	0.00	0.00	7,889.40	100.00%	0.00	394.47
	type "D" inlets (0'-6')	11,105.70	11,105.70	0.00	0.00	11,105.70	100.00%	0.00	555.29
	type "D" inlets (6'-8')	8,270.88	8,270.88	0.00	0.00	8,270.88	100.00%	0.00	413.54
	type "V" inlets (0'-6')	39,852.80	39,852.80	0.00	0.00	39,852.80	100.00%	0.00	1,992.64
	type "V" inlets(6'-8')	13,727.28	13,727.28	0.00	0.00	13,727.28	100.00%	0.00	686.36
	type "V" inlets (8'-10')	10,165.78	10,165.78	0.00	0.00	10,165.78	100.00%	0.00	508.29
	type "P" manhole (6'-8')	12,585.04	12,585.04	0.00	0.00	12,585.04	100.00%	0.00	629.25
	type "P" manhole (18'-20')	5,290.54	5,290.54	0.00	0.00	5,290.54	100.00%	0.00	264.52
	type "P" manhole (22'-24')	6,637.42	6,637.42	0.00	0.00	6,637.42	100.00%	0.00	331.87
	type "J" manhole (6'-8')	14,894.46	14,894.46	0.00	0.00	14,894.46	100.00%	0.00	744.72
	type "J" manhole (8'-10')	60,436.60	60,436.60	0.00	0.00	60,436.60	100.00%	0.00	3,021.83
	type "J" manhole (10'-12')	28,115.44	28,115.44	0.00	0.00	28,115.44	100.00%	0.00	1,405.77
	type "J" manhole (12'-14')	11,509.51	11,509.51	0.00	0.00	11,509.51	100.00%	0.00	575.48
	type "J" manhole (16'-18')	6,646.67	6,646.67	0.00	0.00	6,646.67	100.00%	0.00	332.33
	type "J" manhole (20'-22')	11,930.65	11,930.65	0.00	0.00	11,930.65	100.00%	0.00	596.53
	type "J" manhole (22'-24')	13,134.06	13,134.06	0.00	0.00	13,134.06	100.00%	0.00	656.70
	type "J" manhole (26'-28')	15,139.51	15,139.51	0.00	0.00	15,139.51	100.00%	0.00	756.98
	6' x 12' junction box	10,890.76	10,890.76	0.00	0.00	10,890.76	100.00%	0.00	544.54
	type "D" control structures	14,472.40	14,472.40	0.00	0.00	14,472.40	100.00%	0.00	723.62
	type "H" bubble up structures	25,035.32	25,035.32	0.00	0.00	25,035.32	100.00%	0.00	1,251.76
	TURF	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	sod open tracts	22,950.00	22,950.00	0.00	0.00	22,950.00	100.00%	0.00	1,434.37
	sod swale	2,550.00	2,550.00	0.00	0.00	2,550.00	100.00%	0.00	127.50
	contractor identified	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GENERIC SANITARY SEWER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	15" PVC pipe (20'-22')	1,359.00	1,359.00	0.00	0.00	1,359.00	100.00%	0.00	67.95
	manhole (22'-24' cut)	12,230.29	12,230.29	0.00	0.00	12,230.29	100.00%	0.00	611.51

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 18
Application Date : 05/17/23
To: 05/31/23
Engineer's Project No.:

Invoice # : 5326 **Contract :** 1927- WELLNESS RIDGE INFRASTRUCTURE

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not In D or E)	(D+E+F)			
	GENERIC ASPHALT PAVING: PAVING	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	prep R/W	3,247.37	3,247.37	0.00	0.00	3,247.37	100.00%	0.00	324.74
	1927-A Change Order #1	-999.48	-999.48	0.00	0.00	-999.48	100.00%	0.00	-49.97
	1927-A Change Order #2	64,028.12	64,028.12	0.00	0.00	64,028.12	100.00%	0.00	3,201.40
	1927-A Change Order #4	17,394.03	0.00	17,394.03	0.00	17,394.03	100.00%	0.00	1,739.40
	1927A SITE DEVELOPMENT Totals	**2,046,438.28**	**2,029,044.25**	**17,394.03**	**0.00**	**2,046,438.28**	**100.00%**	**0.00**	**103,800.49**
	Grand Totals	**2,046,438.28**	**2,029,044.25**	**17,394.03**	**0.00**	**2,046,438.28**	**100.00%**	**0.00**	**103,800.49**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 5327

TOTAL SITE DEVELOPMENT — THE BRIAR TEAM — LEADERS BY PERFORMANCE

To Owner: LENNAR HOMES (WELLNESS RIDGE
2300 MAITLAND CENTER PARKWAY

MAITLAND, FL 32751

Project: 1927-B WELLNESS RIDGE EROSION CONTROL LIFT STATION WATER & RECLAIM

Application No.: 19

Period To: 5/31/2023

Distribution to:
- [ ] Owner
- [ ] Engineer
- [ ] Contractor
- [ ]
- [ ]

From Contractor: THE BRIAR TEAM LLC
4570 Orange Blvd
Sanford, FL 32771

Via Engineer:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum		$2,379,943.04
2. Net Change By Change Order		$47,462.65
3. Contract Sum To Date		$2,427,405.69
4. Total Completed and Stored To Date		$2,424,577.58
5. Retainage:		
a. 5.15% of Completed Work	$124,835.82	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$124,835.82
6. Total Earned Less Retainage		$2,299,741.76
7. Less Previous Certificates For Payments		$2,292,148.82
8. Current Payment Due		$7,592.94
9. Balance To Finish, Plus Retainage		$127,663.93

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$47,462.65	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$47,462.65	$0.00
Net Changes By Change Order	**$47,462.65**	

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

CONTRACTOR: THE BRIAR TEAM LLC

By: _____ Date: 5/23/23

State of: Florida County of: Seminole
Subscribed and sworn to before me this 23rd day of May, 2023
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 3/20/2026

ENGINEER'S OPINION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 OPINIONED.

AMOUNT OPINIONED $7,592.94

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

ENGINEER:

By: _____ Date: 5/24/23

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

APPLICATION FOR PAYMENT NO.
EXHIBIT "C"

Contract # 01950796
5/22/2023

No.	Description	CONTRACT AMOUNT Amount	Cost Code	PREVIOUSLY COMPLETED Amount	COMPLETED THIS INVOICE Amount	COMPLETED TO DATE Amount	RETENTION	NET DUE	REMAINING ON CONTRACT Amount
	Application For Payment Summary								
	Erosion Control	$ 69,122.50	2749	$ 68,847.10	$ 275.40	$ 69,122.50			$ -
	Lift Station	$ 544,263.93	2836	$ 544,263.93	$ -	$ 544,263.93			$ -
	Generic Water	$ 1,204,559.54	2851	$1,202,036.42	$ 2,523.12	$ 1,204,559.54			$ -
	Reclaim Water	$ 561,997.07	3735	$ 559,708.99	$ 2,288.08	$ 561,997.07			$ -
	Change Order 1	$ 26,053.63		$ 26,053.63	$ -	$ 26,053.63			$ -
	Change Order 2	$ 21,409.02		$ 15,230.91	$ 3,350.00	$ 18,580.91			$ 2,828.11
	TOTAL	$ 2,427,405.69		$2,416,140.98	$ 8,436.60	$ 2,424,577.58	$ -		$ 2,828.11

VENDOR: 8414339 CONTRACT # 01950796
The Briar Team LLC
INV.DATE: 5.25.23 INV.#5327 APPL.# 19

DESCRIPTION: **Wellness Way Ph 1A, Water, Reclaim, Lift Station & Erosion Control**

ACCT# 1110951 ACCT. DATE:

Field Approval	Checked By	Office Approval	Entered By
Date:	Date:	Date:	Date:

Deduction of 10% Retention	$ 124,835.82
Total Due To-Date	$ 2,299,741.76
Previous Application	$ 2,292,148.82
Balance Due This Application	$ 7,592.94

Utilities:
$1,811,191.15 -
$124,834.82 (retainage) =
1,686,356.33 (total)

Lift Station:
$544,263.93 (total)

No.	Description	CONTRACT AMOUNT Qty	Unit	Price	Amount	PREVIOUSLY COMPLETED Qty	Amount	COMPLETED THIS INVOICE Qty	Amount				CONTRACT Amount
	Wellness Way Ph 1A Water/Reclaim/Lift Station												
	Erosion Control												
2749	Seed & Mulch all lots	182,850	SY	$0.19	$ 34,741.50	182850	34,741.50	0.00	0.00	182,850.00	34,741.50	0	$ -
2749	Seed R/W	31,350	SY	$0.19	$ 5,956.50	31350	5,956.50	0.00	0.00	31,350.00	5,956.50	0	$ -
2749	Seed Disturbed Areas	1,300	SY	$0.19	$ 247.00	1300	247.00	0.00	0.00	1,300.00	247.00	0	$ -
2749	Sod between curb & sidewalk	5,400	SY	$2.55	$ 13,770.00	5292	13,494.60	108.00	275.40	5,400.00	13,770.00	0	$ -
2749	Sod curb line (2' wide)	5650	SY	$2.55	$ 14,407.50	5650	14,407.50	0.00	0.00	5,650.00	14,407.50	0	$ -
	Total Erosion Control				$ 69,122.50		68,847.10		275.40		69,122.50		$ -
	Lift Station												
2836	2" Lift Station Service W/ BFP	1	LS	$2,904.19	$ 2,904.19	1	2,904.19	0.00	0.00	1.00	2,904.19	0	$ -
2836	10" PVC (DR-18) Force main	80	LF	$47.10	$ 3,768.00	80	3,768.00	0.00	0.00	80.00	3,768.00	0	$ -
2836	Connect to Existing Force main	1	EA	$1,203.34	$ 1,203.34	1	1,203.34	0.00	0.00	1.00	1,203.34	0	$ -
2836	Force main fittings	1	LS	$11,314.64	$ 11,314.64	1	11,314.64	0.00	0.00	1.00	11,314.64	0	$ -
2836	Lift Station (28')	1	EA	$524,180.07	$ 524,180.07	1	524,180.07	0.00	0.00	1.00	524,180.07	0	$ -
2836	Force main testing	1	LS	$893.69	$ 893.69	1	893.69	0.00	0.00	1.00	893.69	0	$ -
	Total Liftstation				$ 544,263.93		544,263.93		0.00		544,263.93		$ -
	Generic Water												
2851	16" Gate Valves	3	EA	$6,807.47	$ 20,422.41	3	20,422.41	0.00	0.00	3.00	20,422.41	0	$ -
2851	12" Gate Valves	19	EA	$2,768.44	$ 52,600.36	19	52,600.36	0.00	0.00	19.00	52,600.36	0	$ -
2851	8" Gate Valves	17	EA	$2,349.23	$ 39,936.91	17	39,936.91	0.00	0.00	17.00	39,936.91	0	$ -
2851	16" PVC (DR-18)	0	LF	$0.00	$ -	0	0.00	0.00	0.00	0.00	0.00	0	$ -
2851	12" PVC (DR-18)	4,489	LF	$59.43	$ 266,781.27	4489	266,781.27	0.00	0.00	4,489.00	266,781.27	0	$ -
2851	8" PVC (DR-18)	3,951	LF	$31.70	$ 125,246.70	3951	125,246.70	0.00	0.00	3,951.00	125,246.70	0	$ -
2851	16" DIP	474	LF	$93.55	$ 44,342.70	474	44,342.70	0.00	0.00	474.00	44,342.70	0	$ -
2851	12" DIP	375	LF	$59.62	$ 22,357.50	375	22,357.50	0.00	0.00	375.00	22,357.50	0	$ -
2851	8" DIP	307	LF	$41.33	$ 12,688.31	307	12,688.31	0.00	0.00	307.00	12,688.31	0	$ -
2851	Connect to Existing	2	EA	$1,203.34	$ 2,406.68	2	2,406.68	0.00	0.00	2.00	2,406.68	0	$ -
2851	Jumper Assembly	2	EA	$1,184.69	$ 2,369.38	2	2,369.38	0.00	0.00	2.00	2,369.38	0	$ -
2851	Pressure Reducing Valve & Vault	2	EA	$74,946.30	$ 149,892.60	2	149,892.60	0.00	0.00	2.00	149,892.60	0	$ -
2851	Fire Hydrant Assembly (Includes Gate Valve and Tee)	26	EA	$5,652.10	$ 146,954.60	26	146,954.60	0.00	0.00	26.00	146,954.60	0	$ -
2851	Air Release Valve & Vault	5	EA	$9,246.77	$ 46,233.85	5	46,233.85	0.00	0.00	5.00	46,233.85	0	$ -
2851	Testing and Chlorination	1	LS	$6,451.99	$ 6,451.99	0.9	5,806.79	0.10	645.20	1.00	6,451.99	0	$ -
2851	Miscellaneous Fittings	1	LS	$96,326.44	$ 96,326.44	1	96,326.44	0.00	0.00	1.00	96,326.44	0	$ -
2851	Double Service Assembly	127	EA	$1,045.98	$ 132,839.46	127	132,839.46	0.00	0.00	127.00	132,839.46	0	$ -
2851	Single Service Assembly	46	EA	$571.00	$ 26,266.00	46	26,266.00	0.00	0.00	46.00	26,266.00	0	$ -
2851	2" Irrigation Service	4	EA	$1,229.77	$ 4,919.08	4	4,919.08	0.00	0.00	4.00	4,919.08	0	$ -
2851	Temporary Blow-Off Assembly	3	EA	$1,841.10	$ 5,523.30	1.98	3,645.38	1.02	1,877.92	3.00	5,523.30	0	$ -
	Total Generic Water				$1,204,559.54		1,202,036.42		2,523.12		1,204,559.54		$ -
	Reclaim Water												
3735	6" Gate Valves	22	EA	$986.61	$ 21,705.42	22	21,705.42	0.00	0.00	22.00	21,705.42	0	$ -
3735	6" PVC (DR-18)	6,743	LF	$20.48	$ 138,096.64	6743	138,096.64	0.00	0.00	6,743.00	138,096.64	0	$ -

		CONTRACT AMOUNT				PREVIOUSLY COMPLETED		COMPLETED THIS INVOICE		COMPLETED TO DATE		REMAINING ON CONTRACT	
No.	Description	Qty	Unit	Price	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
3735	8" Gate Valves	15	EA	$1,473.38	$ 22,100.70	15	22,100.70	0.00	0.00	15.00	22,100.70	0	$ -
3735	8" PVC (DR-18)	2,301	LF	$32.25	$ 74,207.25	2301	74,207.25	0.00	0.00	2,301.00	74,207.25	0	$ -
3735	8" DIP Reuse Water Main	711	LF	$40.98	$ 29,136.78	711	29,136.78	0.00	0.00	711.00	29,136.78	0	$ -
3735	6" DIP Reuse Water Main	253	LF	$32.62	$ 8,252.86	253	8,252.86	0.00	0.00	253.00	8,252.86	0	$ -
3735	Connect to Existing Reuse Water Main	2	EA	$1,203.34	$ 2,406.68	2	2,406.68	0.00	0.00	2.00	2,406.68	0	$ -
3735	Miscellaneous Fittings	1	LS	$52,310.05	$ 52,310.05	0.5	52,310.05	0.00	0.00	0.50	52,310.05	0	$ -
3735	Temporary Jumper	1	EA	$12,781.51	$ 12,781.51	1	12,781.51	0.00	0.00	1.00	12,781.51	0	$ -
3735	Double Services	137	EA	$953.81	$ 130,671.97	137	130,671.97	0.00	0.00	137.00	130,671.97	0	$ -
3735	Single Services	21	EA	$557.70	$ 11,711.70	21	11,711.70	0.00	0.00	21.00	11,711.70	0	$ -
3735	Air Release Valve & Vault	5	EA	$8,988.04	$ 44,940.20	5	44,940.20	0.00	0.00	5.00	44,940.20	0	$ -
3735	Pressure Testing	1	LS	$4,469.81	$ 4,469.81	0.9	4,022.83	0.10	446.98	1.00	4,469.81	0	$ -
3735	Temporary Blow-Off Assembly	5	EA	$1,841.10	$ 9,205.50	4	7,364.40	1.00	1,841.10	5.00	9,205.50	0	$ -
	Total Reclaim Water				**$ 561,997.07**		**$ 559,708.99**		**$ 2,288.08**		**$ 561,997.07**		**$ -**
	Total Contract Amount				**$2,379,943.04**		**2,374,856.44**		**5,086.60**		**2,379,943.04**		**$ -**
	Change Order 1												
	add single service assembly	1	EA	$ 686.00	$ 686.00	1.00	686.00	0.00	0.00	1.00	686.00	0	$ -
	add meter boxes	3	EA	$ 1,372.70	$ 4,118.10	3.00	4,118.10	0.00	0.00	3.00	4,118.10	0	$ -
	add set meter boxes	3	EA	$ 63.60	$ 190.80	3.00	190.80	0.00	0.00	3.00	190.80	0	$ -
	add single services	1	EA	$ 675.00	$ 675.00	1.00	675.00	0.00	0.00	1.00	675.00	0	$ -
	add meter boxes	3	EA	$ 1,414.31	$ 4,242.93	3.00	4,242.93	0.00	0.00	3.00	4,242.93	0	$ -
	add set meter boxes	3	EA	$ 63.60	$ 190.80	3.00	190.80	0.00	0.00	3.00	190.80	0	$ -
	add Briar crew labor to cap 38 reclaim services	1	LS	$ 15,950.00	$ 15,950.00	1.00	15,950.00	0.00	0.00	1.00	15,950.00	0	$ -
					$ 26,053.63		**$ 26,053.63**		**$ -**		**$ 26,053.63**		**$ -**
	Change Order 2												
	add water tank rental (4 - 21K gal tanks)	1	MO	$ 6,700.00	$ 6,700.00	0.50	$ 3,350.00	0.50	3,350.00	1.00	6,700.00	0	$ -
	add FDC connection fittings	4	EA	$ 512.50	$ 2,050.00	4.00	$ 2,050.00	0.00	0.00	4.00	2,050.00	0	$ -
	add delivery fee	1	EA	$ 2,828.11	$ 2,828.11	1.00	$ 2,828.11	0.00	0.00	1.00	2,828.11	0	$ -
	add pickup fee	1	EA	$ 2,828.11	$ 2,828.11	0.00	$ -		0.00	0.00	0.00	1	$ 2,828.11
	add admin fee	1	EA	$ 1,800.00	$ 1,800.00	1.00	$ 1,800.00	0.00	0.00	1.00	1,800.00	0	$ -
	add Briar crew to fill up 4 tanks	4	DAY	$ 1,300.70	$ 5,202.80	4.00	$ 5,202.80	0.00	0.00	4.00	5,202.80	0	$ -
					$ 21,409.02		**$ 15,230.91**		**$ 3,350.00**		**$ 18,580.91**		**$ 2,828.11**
SUBTOTAL					2,427,405.69		2,416,140.98		8,436.60		2,424,577.58		2,828.11
CONTRACT TOTAL					2,427,405.69		2,416,140.98		8,436.60		2,424,577.58		**$ 2,828.11**

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 19
Application Date : 05/17/23
To: 05/31/23
Engineer's Project No.:

Invoice # : 5327 **Contract :** 1927- WELLNESS RIDGE INFRASTRUCTURE

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	B. E L W R 1927B E L W R								
	seed & mulch all lots	34,741.50	34,741.50	0.00	0.00	34,741.50	100.00%	0.00	1,737.15
	seed R/W	5,956.50	5,956.50	0.00	0.00	5,956.50	100.00%	0.00	297.82
	seed disturbed areas	247.00	247.00	0.00	0.00	247.00	100.00%	0.00	12.35
	sod between curb & sidewalk	13,770.00	13,494.60	275.40	0.00	13,770.00	100.00%	0.00	826.20
	sod curb line (2' wide)	14,407.50	14,407.50	0.00	0.00	14,407.50	100.00%	0.00	720.37
	LIFT STATION (2836 IF PRESENT IN BUDGET, USE 2751 IF NOT)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	2" lift station service w/ bfp	2,904.19	2,904.19	0.00	0.00	2,904.19	100.00%	0.00	159.72
	LIFT STATION: FORCE MAIN (2836 IF PRESENT IN BUDGET, USE 275	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	10" PVC (DR-18) force main	3,768.00	3,768.00	0.00	0.00	3,768.00	100.00%	0.00	188.40
	connect to existing force main	1,203.34	1,203.34	0.00	0.00	1,203.34	100.00%	0.00	60.16
	force main fittings	11,314.64	11,314.64	0.00	0.00	11,314.64	100.00%	0.00	565.73
	force main testing	893.69	893.69	0.00	0.00	893.69	100.00%	0.00	67.02
	GENERIC WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	16" Gate Valves	20,422.41	20,422.41	0.00	0.00	20,422.41	100.00%	0.00	1,021.12
	12" Gate Valves	52,600.36	52,600.36	0.00	0.00	52,600.36	100.00%	0.00	2,630.02
	8" Gate Valves	39,936.91	39,936.91	0.00	0.00	39,936.91	100.00%	0.00	1,996.84
	12" PVC (DR-18)	266,781.27	266,781.27	0.00	0.00	266,781.27	100.00%	0.00	13,339.06
	8" PVC (DR-18)	125,246.70	125,246.70	0.00	0.00	125,246.70	100.00%	0.00	6,262.34
	16" DIP	44,342.70	44,342.70	0.00	0.00	44,342.70	100.00%	0.00	2,217.14
	12" DIP	22,357.50	22,357.50	0.00	0.00	22,357.50	100.00%	0.00	1,117.88
	8" DIP	12,688.31	12,688.31	0.00	0.00	12,688.31	100.00%	0.00	634.41
	connect to existing	2,406.68	2,406.68	0.00	0.00	2,406.68	100.00%	0.00	180.49
	jumper assembly	2,369.38	2,369.38	0.00	0.00	2,369.38	100.00%	0.00	118.47
	pressure reducing valve & vault	149,892.60	149,892.60	0.00	0.00	149,892.60	100.00%	0.00	7,494.63
	fire hydrant assembly (includes gate valve and tee)	146,954.60	146,954.60	0.00	0.00	146,954.60	100.00%	0.00	7,347.73
	air release valve & vault	46,233.85	46,233.85	0.00	0.00	46,233.85	100.00%	0.00	2,311.69
	testing and chlorination	6,451.99	5,806.79	645.20	0.00	6,451.99	100.00%	0.00	483.90
	miscellaneous fittings	96,326.44	96,326.44	0.00	0.00	96,326.44	100.00%	0.00	4,816.32

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 19
Application Date : 05/17/23
To: 05/31/23
Engineer's Project No.:

Invoice # : 5327 **Contract :** 1927- WELLNESS RIDGE INFRASTRUCTURE

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not In D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	double service assembly	132,839.46	132,839.46	0.00	0.00	132,839.46	100.00%	0.00	6,641.97
	single service assembly	26,266.00	26,266.00	0.00	0.00	26,266.00	100.00%	0.00	1,313.30
	GENERIC STORM DRAINS: DRAINAGE STRUCTURES	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	RECLAIMED WATER CONST.	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	6" gate valves	21,705.42	21,705.42	0.00	0.00	21,705.42	100.00%	0.00	1,085.27
	6" PVC (DR-18)	138,096.64	138,096.64	0.00	0.00	138,096.64	100.00%	0.00	6,904.83
	8" gate valves	22,100.70	22,100.70	0.00	0.00	22,100.70	100.00%	0.00	1,105.04
	8" PVC (DR-18)	74,207.25	74,207.25	0.00	0.00	74,207.25	100.00%	0.00	3,710.36
	8" DIP reuse water main	29,136.78	29,136.78	0.00	0.00	29,136.78	100.00%	0.00	1,456.84
	6" DIP reuse water main	8,252.86	8,252.86	0.00	0.00	8,252.86	100.00%	0.00	412.64
	connect to existing reuse water main	2,406.68	2,406.68	0.00	0.00	2,406.68	100.00%	0.00	180.49
	miscellaneous fittings	52,310.05	52,310.05	0.00	0.00	52,310.05	100.00%	0.00	2,615.50
	temporary jumper	12,781.51	12,781.51	0.00	0.00	12,781.51	100.00%	0.00	958.62
	double services	130,671.97	130,671.97	0.00	0.00	130,671.97	100.00%	0.00	6,533.60
	single services	11,711.70	11,711.70	0.00	0.00	11,711.70	100.00%	0.00	585.59
	air release valve & vault	44,940.20	44,940.20	0.00	0.00	44,940.20	100.00%	0.00	2,247.01
	pressure testing	4,469.81	4,022.83	446.98	0.00	4,469.81	100.00%	0.00	446.98
	temporary blow-off assembly	9,205.50	7,364.40	1,841.10	0.00	9,205.50	100.00%	0.00	690.42
	LIFT STATION (2836 IF PRESENT IN BUDGET, USE 2751 IF NOT)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	lift station (28')	524,180.07	524,180.07	0.00	0.00	524,180.07	100.00%	0.00	27,519.45
	GENERIC WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	temporary blow-off assembly	5,523.30	3,645.38	1,877.92	0.00	5,523.30	100.00%	0.00	414.24
	RECLAIMED WATER CONST.	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	2" irrigation service	4,919.08	4,919.08	0.00	0.00	4,919.08	100.00%	0.00	245.95
	1927-B Change Order #1	26,053.63	26,053.63	0.00	0.00	26,053.63	100.00%	0.00	1,302.68
	1927-B Change Order #2	21,409.02	15,230.91	3,350.00	0.00	18,580.91	86.79%	2,828.11	1,858.09
	1927B E L W R Totals	**2,427,405.69**	**2,416,140.98**	**8,436.60**	**0.00**	**2,424,577.58**	**99.88%**	**2,828.11**	**124,835.82**
	Grand Totals	**2,427,405.69**	**2,416,140.98**	**8,436.60**	**0.00**	**2,424,577.58**	**99.88%**	**2,828.11**	**124,835.82**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 5328

THE BRIAR TEAM

To Owner: LENNAR HOMES (WELLNESS
2300 MAITLAND CENTER PARKWAY

MAITLAND, FL 32751

Project: 1927-C WELLNESS RIDGE ASPHALT PAVING

Application No.: 14

Period To: 5/31/2023

Distribution to:
- Owner
- Engineer
- Contractor

From Contractor: THE BRIAR TEAM LLC
4570 Orange Blvd
Sanford, FL 32771

Via Engineer:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum		$1,888,291.30
2. Net Change By Change Order		-$241,317.90
3. Contract Sum To Date		$1,646,973.40
4. Total Completed and Stored To Date		$1,582,321.62
5. Retainage:		
a. 5.11% of Completed Work	$80,916.12	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$80,916.12
6. Total Earned Less Retainage		$1,501,405.50
7. Less Previous Certificates For Payments		$1,497,347.53
8. Current Payment Due		$4,057.97
9. Balance To Finish, Plus Retainage		$145,567.90

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved In previous months by Owner	$114,143.18	$355,461.08
Total Approved this Month	$0.00	$0.00
TOTALS	$114,143.18	$355,461.08
Net Changes By Change Order	-$241,317.90	

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

CONTRACTOR: THE BRIAR TEAM LLC

By: _____ Date: 5/23/22

State of: Florida County of: Seminole
Subscribed and sworn to before me this 23rd day of May 2023
Notary Public: _____
My Commission expires: _____

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

ENGINEER'S OPINION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 OPINIONED.

AMOUNT OPINIONED $4,057.97

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

ENGINEER:

By: _____ Date: 5/24/23

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

APPLICATION FOR PAYMENT NO.
EXHIBIT "C"

Contract # 01924065
5/22/2023

No.	Description	CONTRACT AMOUNT Amount	Cost Code	PREVIOUSLY COMPLETED Amount	COMPLETED THIS INVOICE Amount	COMPLETED TO DATE Amount	RETENTION	NET DUE	REMAINING ON CONTRACT Amount
	Application For Payment Summary								
	Paving	$ 1,888,291.30	3279	$1,846,551.00	$ 4,508.85	$ 1,851,059.85			$ 37,231.45
	Change Order 1	$ (355,461.08)		$ (355,461.08)	$ -	$ (355,461.08)			$ -
	Change Order 2	$ 87,160.18		$ 59,739.85	$ -	$ 59,739.85			$ 27,420.33
	Change Order 3	$ 26,983.00		$ 26,983.00	$ -	$ 26,983.00			$ -
	TOTAL	$ 1,646,973.40		$1,577,812.77	$ 4,508.85	$ 1,582,321.62	$ -		$ 64,651.78

VENDOR: 84 14339 CONTRACT # 01924065
The Briar Team LLC
INV.DATE: 5.25.23 INV.# 5328 APPL.# 14

Field Approval	Checked By	Office Approval	Entered By
Date:	Date:	Date:	Date:

Deduction of 10% Retention	$ 80,916.12
Total Due To-Date	$ 1,501,405.50
Previous Application	$ 1,497,347.53
Balance Due This Application	$ 4,057.97

$1,582,321.62 - $80,916.12 (retainage) = $1,501,405.50 (total)

DESCRIPTION: **Wellness Way Ph 1A, Paving**

ACCT# 1110951 ACCT. DATE:

No.	Description	CONTRACT AMOUNT Qty	Unit	Price	Amount	PREVIOUSLY COMPLETED Qty	Amount	COMPLETED THIS INVOICE Qty	Amount	COMPLETED TO DATE Qty	Amount	REMAINING ON CONTRACT Qty	Amount
	Wellness Way Ph 1A, Paving												
	Generic Asphalt												
3279	12" Stablized Subbase	44,500	SY	$4.51	$ 200,695.00	44500	200,695.00	0.00	0.00	44,500.00	200,695.00	0	$ -
3279	8" Limerock (Street "Y")	5,150	SY	$13.35	$ 68,752.50	5150	68,752.50	0.00	0.00	5,150.00	68,752.50	0	$ -
3279	6" Limerock	28,100	SY	$10.27	$ 288,587.00	28100	288,587.00	0.00	0.00	28,100.00	288,587.00	0	$ -
3279	1" SP-9.5 Asphalt (bottom lift)	27,700	SY	$7.86	$ 217,722.00	27700	217,722.00	0.00	0.00	27,700.00	217,722.00	0	$ -
3279	1" SP-9.5 Asphalt (top lift)	27,700	SY	$9.30	$ 257,610.00	27700	257,610.00	0.00	0.00	27,700.00	257,610.00	0	$ -
3279	1.5" SP-9.5 Asphalt (Alley's)	5,550	SY	$12.34	$ 68,487.00	5550	68,487.00	0.00	0.00	5,550.00	68,487.00	0	$ -
3279	2' Miami Curb	2,775	LF	$13.20	$ 36,630.00	2775	36,630.00	0.00	0.00	2,775.00	36,630.00	0	$ -
3279	2' Curb and Gutter	18,300	LF	$16.12	$ 294,996.00	18300	294,996.00	0.00	0.00	18,300.00	294,996.00	0	$ -
3279	3' Valley Gutter	1,425	LF	$22.02	$ 31,378.50	1425	31,378.50	0.00	0.00	1,425.00	31,378.50	0	$ -
3279	24" x 8" Ribbon Curb	2,950	LF	$14.50	$ 42,775.00	2950	42,775.00	0.00	0.00	2,950.00	42,775.00	0	$ -
3279	Pond Access Drives	900	SF	$5.42	$ 4,878.00	900	4,878.00	0.00	0.00	900.00	4,878.00	0	$ -
3279	10' Sidewalk	1,925	LF	$39.00	$ 75,075.00	1828.75	71,321.25	96.25	3,753.75	1,925.00	75,075.00	0	$ -
3279	5' Sidewalk	4,825	LF	$19.51	$ 94,135.75	4825	94,135.75	0.00	0.00	4,825.00	94,135.75	0	$ -
3279	5' Handicap Ramps w/truncated domes	29	EA	$1,172.05	$ 33,989.45	29	33,989.45	0.00	0.00	29.00	33,989.45	0	$ -
3279	10' Handicap Ramps w/truncated domes	7	EA	$2,157.43	$ 15,102.01	6.65	14,346.91	0.35	755.10	7.00	15,102.01	0	$ -
3279	12" Stabilized Subbase	2,300	SY	$4.51	$ 10,373.00	2300	10,373.00	0.00	0.00	2,300.00	10,373.00	0	$ -
3279	8" Limerock (Schofield Road)	1,500	SY	$13.35	$ 20,025.00	1500	20,025.00	0.00	0.00	1,500.00	20,025.00	0	$ -
3279	2.5" Type SP-TLB Asphalt	1,000	SY	$19.33	$ 19,330.00	1000	19,330.00	0.00	0.00	1,000.00	19,330.00	0	$ -
3279	1" FC-9.5	1,500	SY	$18.77	$ 28,155.00	1500	28,155.00	0.00	0.00	1,500.00	28,155.00	0	$ -
3279	Fine Grade R/W	1,100	SY	$0.41	$ 451.00	1100	451.00	0.00	0.00	1,100.00	451.00	0	$ -
3279	Seed R/W	1,100	SY	$0.19	$ 209.00	1100	209.00	0.00	0.00	1,100.00	209.00	0	$ -
3279	Thermoplastic Striping	1	LS	$41,703.64	$ 41,703.64	1	41,703.64	0.00	0.00	1.00	41,703.64	0	$ -
	Striping, Signage & RPM's								0.00				
3279	Striping & Signage Package	1	LS	$37,231.45	$ 37,231.45	0	0.00		0.00	0.00	0.00	1	$ 37,231.45
	Total Generic Paving				**$ 1,888,291.30**		**1,846,551.00**		**4,508.85**		**1,851,059.85**		**$ 37,231.45**
	Change Order 1												
	delete 12" stabilized subbase	2300	SY	$ (4.51)	$ (10,373.00)	2300	-10,373.00	0.00	0.00	2,300.00	-10,373.00	0	$ -
	delete 8" limerock (schofield road)	1500	SY	$ (13.35)	$ (20,025.00)	1500	-20,025.00	0.00	0.00	1,500.00	-20,025.00	0	$ -
	delete 2.5" type SP-TLB asphalt	1000	SY	$ (19.33)	$ (19,330.00)	1000	-19,330.00	0.00	0.00	1,000.00	-19,330.00	0	$ -
	delete 1" FC-9.5	1500	SY	$ (18.77)	$ (28,155.00)	1500	-28,155.00	0.00	0.00	1,500.00	-28,155.00	0	$ -
	delete 2' curb and gutter	140	LF	$ (16.12)	$ (2,256.80)	140	-2,256.80	0.00	0.00	140.00	-2,256.80	0	$ -
	delete fine grade R/W	1100	SY	$ (0.41)	$ (451.00)	1100	-451.00	0.00	0.00	1,100.00	-451.00	0	$ -
	delete seed R/W	1100	SY	$ (0.19)	$ (209.00)	1100	-209.00	0.00	0.00	1,100.00	-209.00	0	$ -
	delete thermoplastic striping (offsite thermo only)	1	LS	$ (17,051.28)	$ (17,051.28)	1	-17,051.28	0.00	0.00	1.00	-17,051.28	0	$ -
	add 1" SP-9.5 asphalt material increase (bottom lift)	27700	SY	$ 2.31	$ -	27700	0.00	0.00	0.00	27,700.00	0.00	0	$ -
	add 1.5" SP-9.5 asphalt material increase (alleys)	5550	SY	$ 2.97	$ -	5550	0.00	0.00	0.00	5,550.00	0.00	0	$ -
	fuel surcharge re-allocation (mass grade)	1	LS	$ (11,721.75)	$ -	1	0.00	0.00	0.00	1.00	0.00	0	$ -
	fuel surcharge re-allocation (infrastructure)	1	LS	$ (33,795.92)	$ -	1	0.00	0.00	0.00	1.00	0.00	0	$ -

No.	Description	CONTRACT AMOUNT Qty	Unit	Price	Amount	PREVIOUSLY COMPLETED Qty	Amount	COMPLETED THIS INVOICE Qty	Amount	COMPLETED TO DATE Qty	Amount	REMAINING ON CONTRACT Qty	Amount
	delete 1" SP-9.5 asphalt (bottom lift)	27700	SY	$ (9.30)	$ (257,610.00)	27700	-257,610.00	0.00	0.00	27,700.00	-257,610.00	0	$ -
					$ (355,461.08)		$ (355,461.08)		$ -		$ (355,461.08)		$ -
	Change Order 2												
	delete 5' sidewalk	32	LF	$ (19.51)	$ (624.32)	32	-624.32	0.00	0.00	32.00	-624.32	0	$ -
	add 10' sidewalk	33	LF	$ 60.00	$ 1,980.00	33	1,980.00	0.00	0.00	33.00	1,980.00	0	$ -
	fuel surcharge	57203	GA	$ 1.50	$ 85,804.50	38922.78	58,384.17	0.00	0.00	38,922.78	58,384.17	18,280	$ 27,420.33
	reallocation	1	LS	$ (33,795.92)	$ -	0.00	0.00		0.00	0.00	0.00	1	$ -
					$ 87,160.18		$ 59,739.85		$ -		$ 59,739.85		$ 27,420.33
	Change Order 3												
	add south access road 4" clay (1233' x 10')	1570	SY	$ 11.15	$ 17,505.50	1,570.00	$ 17,505.50	0.00	0.00	1,570.00	17,505.50	0	$ -
	add east access road 4" clay (585' x 10')	850	SY	$ 11.15	$ 9,477.50	850.00	$ 9,477.50	0.00	0.00	850.00	9,477.50	0	$ -
					$ 26,983.00		$ 26,983.00		$ -		$ 26,983.00		$ -
SUBTOTAL					1,646,973.40		1,577,812.77		4,508.85		1,582,321.62		64,651.78
CONTRACT TOTAL					1,646,973.40		1,577,812.77		4,508.85		1,582,321.62		$ 64,651.78

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 14
Application Date : 05/17/23
To: 05/31/23
Engineer's Project No.:

Invoice # : 5328 **Contract :** 1927- WELLNESS RIDGE INFRASTRUCTURE

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not In D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	C.ASPHALT PAVING 1927C ASPHAL								
	GENERIC ASPHALT PAVING: PAVING	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	12" stabilized subbase	200,695.00	200,695.00	0.00	0.00	200,695.00	100.00%	0.00	10,034.76
	8" limerock (Street 'Y')	68,752.50	68,752.50	0.00	0.00	68,752.50	100.00%	0.00	3,437.63
	6" limerock	288,587.00	288,587.00	0.00	0.00	288,587.00	100.00%	0.00	14,429.35
	1" SP-9.5 asphalt (bottom lift)	217,722.00	217,722.00	0.00	0.00	217,722.00	100.00%	0.00	10,886.10
	1" SP-9.5 asphalt (top lift)	257,610.00	257,610.00	0.00	0.00	257,610.00	100.00%	0.00	12,880.50
	1.5" SP-9.5 asphalt (alley's)	68,487.00	68,487.00	0.00	0.00	68,487.00	100.00%	0.00	3,424.35
	2' miami curb	36,630.00	36,630.00	0.00	0.00	36,630.00	100.00%	0.00	1,831.50
	2' curb and gutter	294,996.00	294,996.00	0.00	0.00	294,996.00	100.00%	0.00	14,749.80
	3' valley gutter	31,378.50	31,378.50	0.00	0.00	31,378.50	100.00%	0.00	1,568.93
	24" x 8" ribbon curb	42,775.00	42,775.00	0.00	0.00	42,775.00	100.00%	0.00	2,138.75
	pond accedd drives	4,878.00	4,878.00	0.00	0.00	4,878.00	100.00%	0.00	243.90
	10' sidewalk	75,075.00	71,321.25	3,753.75	0.00	75,075.00	100.00%	0.00	4,129.13
	5' sidewalk	94,135.75	94,135.75	0.00	0.00	94,135.75	100.00%	0.00	4,706.79
	5' handicap ramps w/truncated domes	33,989.45	33,989.45	0.00	0.00	33,989.45	100.00%	0.00	1,699.47
	10' handicap ramps w/truncated domes	15,102.01	14,346.91	755.10	0.00	15,102.01	100.00%	0.00	830.61
	GENERIC ASPHALT PAVING: STRIPING, SIGNAGE, & RPMs	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	striping & signage package	37,231.45	0.00	0.00	0.00	0.00	0.00%	37,231.45	0.00
	12" stabilized subbase	10,373.00	10,373.00	0.00	0.00	10,373.00	100.00%	0.00	518.65
	8" limerock (Street 'Y")	20,025.00	20,025.00	0.00	0.00	20,025.00	100.00%	0.00	1,001.25
	2.5" type SP-TLB asphalt	19,330.00	19,330.00	0.00	0.00	19,330.00	100.00%	0.00	966.50
	1" FC-9.5	28,155.00	28,155.00	0.00	0.00	28,155.00	100.00%	0.00	1,407.75
	fine grade R/W	451.00	451.00	0.00	0.00	451.00	100.00%	0.00	22.55
	seed R/W	209.00	209.00	0.00	0.00	209.00	100.00%	0.00	10.45
	thermoplastic striping	41,703.64	41,703.64	0.00	0.00	41,703.64	100.00%	0.00	2,085.18
	1927-C Change Order # 1	-355,461.08	-355,461.08	0.00	0.00	-355,461.08	100.00%	0.00	-17,773.05
	1927-C Change Order #2	87,160.18	59,739.85	0.00	0.00	59,739.85	68.54%	27,420.33	2,986.99
	1927-C Change Order #3	26,983.00	26,983.00	0.00	0.00	26,983.00	100.00%	0.00	2,698.30

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 14
Application Date : 05/17/23
To: 05/31/23
Engineer's Project No.:

Invoice # : 5328 **Contract :** 1927- WELLNESS RIDGE INFRASTRUCTURE

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	1927C ASPHALT PAVING Totals	1,646,973.40	1,577,812.77	4,508.85	0.00	1,582,321.62	96.07%	64,651.78	80,916.12
	Grand Totals	1,646,973.40	1,577,812.77	4,508.85	0.00	1,582,321.62	96.07%	64,651.78	80,916.12

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 5297

To Owner: LENNAR HOMES LLC
6675 WESTWOOD BLVD 5TH FLOOR

ORLANDO, FL 32821

Project: 1940- WELLNESS WAY OFFSITE – NORTH
FINAL RETAINAGE

Application No. : 12

Period To: 5/11/2023

Distribution to :
- Owner
- Engineer
- Contractor

From Contractor: THE BRIAR TEAM LLC
4570 Orange Blvd
Sanford, FL 32771

Via Engineer:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum		$8,863,250.00
2. Net Change By Change Order		$22,539.00
3. Contract Sum To Date		$8,885,789.00
4. Total Completed and Stored To Date		$8,885,789.00
5. Retainage:		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$8,885,789.00
7. Less Previous Certificates For Payments		$8,436,441.46
8. Current Payment Due		$449,347.54
9. Balance To Finish, Plus Retainage		$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$22,539.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$22,539.00	$0.00
Net Changes By Change Order	**$22,539.00**	

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. 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: THE BRIAR TEAM LLC

By: _____ Date: 5/15/23

State of: Florida County of: Sumter
Subscribed and sworn to before me this 15th day of May 2023
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

ENGINEER'S OPINION FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 OPINIONED.

AMOUNT OPINIONED $449,347.54

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

ENGINEER:

By: _____ Date: _____

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

APPLICATION FOR PAYMENT NO.
EXHIBIT "C"

Contract # 09621070
5/11/2023

No.	Description	CONTRACT AMOUNT Amount	Cost Code	PREVIOUSLY COMPLETED Amount	COMPLETED THIS INVOICE Amount	COMPLETED TO DATE Amount	RETENTION	NET DUE	REMAINING ON CONTRACT Amount
Application For Payment Summary									
	Survey Staking	$ 87,888.20	2120	$ 87,888.20	$ -	$ 87,888.20			$ -
	Erosion Control	$ 36,890.00	2749	$ 36,890.00	$ -	$ 36,890.00			$ -
	Liftstation	$ 4,705,147.55	2836	$4,705,147.55	$ -	$ 4,705,147.55			$ -
	Generic Water	$ 4,033,324.25	2851	$4,033,324.25	$ -	$ 4,033,324.25			$ -
	Change Order 1	$ 15,749.16		$ 15,749.16	$ -	$ 15,749.16			$ -
	Change Order 2	$ 6,789.84		$ 6,789.84	$ -	$ 6,789.84			$ -
TOTAL		$ 8,885,789.00		$8,885,789.00	$ -	$ 8,885,789.00	$ -		$ -

VENDOR: 8414339 CONTRACT # 09621070
The Briar Team LLC
INV.DATE: 5/25/2023 INV.# 5297 APPL.# 12
Final Retainage

DESCRIPTION: **Wellness Way Offsite Utilites North**

ACCT# 1110957 ACCT. DATE:

Field Approval	Checked By	Office Approval	Entered By
Date:	Date:	Date:	Date:

Deduction of 10% Retention	$ -
Total Due To-Date	$ 8,885,789.00
Previous Application	$ 8,436,441.46
Balance Due This Application	$ 449,347.54

$4,033,324.25 (total)

No.	Description	CONTRACT AMOUNT Qty	Unit	Price	Amount	PREVIOUSLY COMPLETED Qty	Amount	COMPLETED THIS INVOICE Qty	Amount	COMPLETED TO DATE Qty	Amount	REMAINING ON CONTRACT Qty	Amount
	Wellness Way Offsite North												
	Survey Staking												
2120	Construction staking/layout (Labor)	1	LS	$87,888.20	$ 87,888.20	1	87,888.20	0.00	0.00	1.00	87,888.20	0	$ -
	Total Survey Staking				$ 87,888.20		87,888.20		0.00		87,888.20		$ -
	Erosion Control												
2749	silt fence (Labor)	17,000	LF	$2.17	$ 36,890.00	17000	36,890.00	0.00	0.00	17,000.00	36,890.00	0	$ -
	Total Erosion Control				$ 36,890.00		36,890.00		0.00		36,890.00		$ -
	Lift Station												
2836	24" HDPE (directional bore) (Labor)	7,438	LF	$230.28	$1,712,673.88	7438	1,712,673.88	0.00	0.00	7,438.00	1,712,673.88	0	$ -
2836	24" HDPE (directional bore) (material)	7,438	LF	$210.40	$1,564,955.20	7438	1,564,955.20		0.00	7,438.00	1,564,955.20	0	$ -
2836	24" x 24" wet tap (Labor)	1	EA	$8,731.89	$ 8,731.89	1	8,731.89	0.00	0.00	1.00	8,731.89	0	$ -
2836	24" x 24" wet tap (Material)	1	EA	$41,287.33	$ 41,287.33	1	41,287.33	0.00	0.00	1.00	41,287.33	0	$ -
2836	30" DIP (Labor)	20	LF	$35.76	$ 715.20	20	715.20	0.00	0.00	20.00	715.20	0	$ -
2836	30" DIP (Material)	20	LF	$390.81	$ 7,816.20	20	7,816.20	0.00	0.00	20.00	7,816.20	0	$ -
2836	Air release valve & vault (Labor)	10	EA	$1,788.22	$ 17,882.20	10	17,882.20	0.00	0.00	10.00	17,882.20	0	$ -
2836	Air release valve & vault (Material)	10	EA	$13,578.01	$ 135,780.10	10	135,780.10	0.00	0.00	10.00	135,780.10	0	$ -
2836	offset air release valve & vault (Labor)	1	EA	$1,788.22	$ 1,788.22	1	1,788.22	0.00	0.00	1.00	1,788.22	0	$ -
2836	offset air release valve & vault (Material)	1	EA	$12,861.12	$ 12,861.12	1	12,861.12	0.00	0.00	1.00	12,861.12	0	$ -
2836	Remove & replace 5' sidewalk (Labor)	600	LF	$85.53	$ 51,318.00	600	51,318.00	0.00	0.00	600.00	51,318.00	0	$ -
2836	Clearing (Labor)	5	AC	$10,526.75	$ 52,633.75	5	52,633.75	0.00	0.00	5.00	52,633.75	0	$ -
2836	Restoration (Bahia) (Labor)	6,900	SY	$4.49	$ 30,981.00	6900	30,981.00	0.00	0.00	6,900.00	30,981.00	0	$ -
2836	Fusing Equipment and Technician (Labor)	7,438	LF	$26.44	$ 196,660.72	7438	196,660.72	0.00	0.00	7,438.00	196,660.72	0	$ -
2836	MOT/ Traffic Control (Labor)	1	LS	$111,517.70	$ 111,517.70	1	111,517.70	0.00	0.00	1.00	111,517.70	0	$ -
2836	Temp Fence School w/ screening & 3 Gates (Labor)	1,155	LF	$13.13	$ 15,165.15	1155	15,165.15	0.00	0.00	1,155.00	15,165.15	0	$ -
2836	pigging station (Labor)	1	EA	$3,576.46	$ 3,576.46	1	3,576.46	0.00	0.00	1.00	3,576.46	0	$ -
2836	pigging station (Material)	1	EA	$19,012.27	$ 19,012.27	1	19,012.27	0.00	0.00	1.00	19,012.27	0	$ -
2836	Valves and fittings (Material)	1	LS	$699,445.80	$ 699,445.80	1	699,445.80	0.00	0.00	1.00	699,445.80	0	$ -
2836	Pressure testing (Labor)	1	LS	$20,345.36	$ 20,345.36	1	20,345.36	0.00	0.00	1.00	20,345.36	0	$ -
	Total Liftstation				$4,705,147.55		4,705,147.55		0.00		4,705,147.55		$ -
	Generic Water												
2851	24" HDPE (Directional Bore) (Labor)	4,577	LF	$211.85	$ 969,637.45	4577	969,637.45	0.00	0.00	4,577.00	969,637.45	0	$ -
2851	24" HDPE (Directional Bore) (Material)	4,577	LF	$176.60	$ 808,298.20	4577	808,298.20		0.00	4,577.00	808,298.20	0	$ -
2851	16" x 16" wet tap (Labor)	1	EA	$6,347.62	$ 6,347.62	1	6,347.62	0.00	0.00	1.00	6,347.62	0	$ -
2851	16" x 16" wet tap (Material)	1	EA	$16,292.51	$ 16,292.51	1	16,292.51	0.00	0.00	1.00	16,292.51	0	$ -
2851	24" HDPE (Labor)	1,972	LF	$28.61	$ 56,418.92	1972	56,418.92	0.00	0.00	1,972.00	56,418.92	0	$ -
2851	24" HDPE (Material)	1,972	LF	$143.09	$ 282,173.48	1972	282,173.48	0.00	0.00	1,972.00	282,173.48	0	$ -
2851	20" DIP (Labor)	2,887	LF	$23.84	$ 68,826.08	2887	68,826.08	0.00	0.00	2,887.00	68,826.08	0	$ -
2851	20" DIP (Material)	2,887	LF	$139.44	$ 402,563.28	2887	402,563.28	0.00	0.00	2,887.00	402,563.28	0	$ -

		CONTRACT AMOUNT				PREVIOUSLY COMPLETED		COMPLETED THIS INVOICE		COMPLETED TO DATE		REMAINING ON CONTRACT	
No.	Description	Qty	Unit	Price	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
2851	Jumper Assembly (Labor)	1	EA	$1,788.22	$ 1,788.22	1	1,788.22	0.00	0.00	1.00	1,788.22	0	$ -
2851	Jumper Assembly (Material)	1	EA	$2,773.93	$ 2,773.93	1	2,773.93	0.00	0.00	1.00	2,773.93	0	$ -
2851	Air release valve & vault (Labor)	8	EA	$1,788.22	$ 14,305.76	8	14,305.76	0.00	0.00	8.00	14,305.76	0	$ -
2851	Air release valve & vault (Material)	8	EA	$10,774.66	$ 86,197.28	8	86,197.28	0.00	0.00	8.00	86,197.28	0	$ -
2851	OFF Set air release valve & vault (Labor)	1	EA	$1,788.22	$ 1,788.22	1	1,788.22	0.00	0.00	1.00	1,788.22	0	$ -
2851	OFF Set air release valve & vault (Material)	1	EA	$13,174.90	$ 13,174.90	1	13,174.90	0.00	0.00	1.00	13,174.90	0	$ -
2851	PRV-bypass & vault (Labor)	1	EA	$3,576.46	$ 3,576.46	1	3,576.46	0.00	0.00	1.00	3,576.46	0	$ -
2851	PRV-bypass & vault (Material)	1	EA	$123,732.84	$ 123,732.84	1	123,732.84	0.00	0.00	1.00	123,732.84	0	$ -
2851	Valves and fittings (Material)	1	LS	$592,931.04	$ 592,931.04	1	592,931.04	0.00	0.00	1.00	592,931.04	0	$ -
2851	Chlorine Service (Material)	6	EA	$492.42	$ 2,954.52	6	2,954.52	0.00	0.00	6.00	2,954.52	0	$ -
2851	Testing and chlorination (Labor)	9,108	LF	$0.98	$ 8,925.84	9108	8,925.84	0.00	0.00	9,108.00	8,925.84	0	$ -
2851	Restoration (Bahia) (Labor)	20,000	SY	$4.49	$ 89,800.00	20000	89,800.00	0.00	0.00	20,000.00	89,800.00	0	$ -
2851	Fusing Equipment and Technician (Labor)	4,577	LF	$24.80	$ 113,509.60	4577	113,509.60	0.00	0.00	4,577.00	113,509.60	0	$ -
2851	open road cut (treatment plant road)	1,100	SY	$146.23	$ 160,853.00	1100	160,853.00	0.00	0.00	1,100.00	160,853.00	0	$ -
2851	MOT/ Traffic Control	1	LS	$111,517.70	$ 111,517.70	1	111,517.70	0.00	0.00	1.00	111,517.70	0	$ -
2851	mobilization	1	LS	$94,937.40	$ 94,937.40	1	94,937.40	0.00	0.00	1.00	94,937.40	0	$ -
	Total Water				**$4,033,324.25**		**4,033,324.25**		**0.00**		**4,033,324.25**		**$ -**
	Total Contract Amount				**$8,863,250.00**		**$ 8,863,250.00**		**$ -**		**$ 8,863,250.00**		**$ -**
	Change Order 1												
	add black vinyl chain link fence 16' high	48	LF	$ 242.17	$ 11,624.16	48.00	11,624.16	0.00	0.00	48.00	11,624.16	0	$ -
	add briar crew to restore baseball field	1	LS	$ 4,125.00	$ 4,125.00	1.00	4,125.00	0.00	0.00	1.00	4,125.00	0	$ -
					$ 15,749.16		**15,749.16**		**0.00**		**15,749.16**		**0.00**
	Change Order 2												
	delete restoration (bahia)	5956	SY	$ (4.49)	$ (26,742.44)	5,956.00	-26,742.44	0.00	0.00	5,956.00	-26,742.44	0	$ -
	add restoration (St. Augustine)	5956	SY	$ 5.63	$ 33,532.28	5,956.00	33,532.28	0.00	0.00	5,956.00	33,532.28	0	$ -
					$ 6,789.84		**6,789.84**		**0.00**		**6,789.84**		**0.00**
SUBTOTAL					8,885,789.00		8,885,789.00		0.00		8,885,789.00		0.00
CONTRACT TOTAL					8,885,789.00		8,885,789.00		0.00		8,885,789.00		$ -

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12
Application Date : 05/11/23
To: 05/11/23
Engineer's Project No.:

Invoice # : 5297 **Contract :** 1940- WELLNESS WAY OFFSITE - NORTH

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not In D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	A. SURVEY STAKING								
	SURVEY STAKING	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	construction staking (Labor)	87,888.20	87,888.20	0.00	0.00	87,888.20	100.00%	0.00	0.00
	SURVEY STAKING Totals	**87,888.20**	**87,888.20**	**0.00**	**0.00**	**87,888.20**	**100.00%**	**0.00**	**0.00**
	B. EROSION CONTROL								
	EROSION CONTROL	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	silt fence (Labor)	36,890.00	36,890.00	0.00	0.00	36,890.00	100.00%	0.00	0.00
	EROSION CONTROL Totals	**36,890.00**	**36,890.00**	**0.00**	**0.00**	**36,890.00**	**100.00%**	**0.00**	**0.00**
	C. FORCEMAIN								
	FORCE MAIN	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	24" HDPE (directional bore) (Labor)	1,712,673.88	1,712,673.88	0.00	0.00	1,712,673.88	100.00%	0.00	0.00
	24" HDPE (directional bore) (Material)	1,564,955.20	1,564,955.20	0.00	0.00	1,564,955.20	100.00%	0.00	0.00
	24" x 24" wet tap (Labor)	8,731.89	8,731.89	0.00	0.00	8,731.89	100.00%	0.00	0.00
	24" x 24" wet tap (Material)	41,287.33	41,287.33	0.00	0.00	41,287.33	100.00%	0.00	0.00
	30" DIP (Labor)	715.20	715.20	0.00	0.00	715.20	100.00%	0.00	0.00
	30" DIP (Material)	7,816.20	7,816.20	0.00	0.00	7,816.20	100.00%	0.00	0.00
	air release valve & vault (Labor)	17,882.20	17,882.20	0.00	0.00	17,882.20	100.00%	0.00	0.00
	air release valve & vault (Material)	135,780.10	135,780.10	0.00	0.00	135,780.10	100.00%	0.00	0.00
	offset air release valve & vault (Labor)	1,788.22	1,788.22	0.00	0.00	1,788.22	100.00%	0.00	0.00
	offset air release valve & vault (Material)	12,861.12	12,861.12	0.00	0.00	12,861.12	100.00%	0.00	0.00
	remove & replace 5' sidewalk (Labor)	51,318.00	51,318.00	0.00	0.00	51,318.00	100.00%	0.00	0.00
	clearing (Labor)	52,633.75	52,633.75	0.00	0.00	52,633.75	100.00%	0.00	0.00
	restoration (bahia) (Labor)	30,981.00	30,981.00	0.00	0.00	30,981.00	100.00%	0.00	0.00
	fusing equiptment and technician (Labor)	196,660.72	196,660.72	0.00	0.00	196,660.72	100.00%	0.00	0.00
	mot/traffic control (Labor)	111,517.70	111,517.70	0.00	0.00	111,517.70	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12
Application Date : 05/11/23
To: 05/11/23
Engineer's Project No.:

Invoice # : 5297 **Contract :** 1940- WELLNESS WAY OFFSITE - NORTH

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	temp fence school w/ screening & 3 Gates (Labor)	15,165.15	15,165.15	0.00	0.00	15,165.15	100.00%	0.00	0.00
	pigging station (Labor)	3,576.46	3,576.46	0.00	0.00	3,576.46	100.00%	0.00	0.00
	Pigging Station (Material)	19,012.27	19,012.27	0.00	0.00	19,012.27	100.00%	0.00	0.00
	valves and fittings (Material)	699,445.80	699,445.80	0.00	0.00	699,445.80	100.00%	0.00	0.00
	pressure testing (Labor)	20,345.36	20,345.36	0.00	0.00	20,345.36	100.00%	0.00	0.00
	FORCEMAIN Totals	**4,705,147.55**	**4,705,147.55**	**0.00**	**0.00**	**4,705,147.55**	**100.00%**	**0.00**	**0.00**
	D. WATER								
	WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	24" HDPE (directional bore) (Labor)	969,637.45	969,637.45	0.00	0.00	969,637.45	100.00%	0.00	0.00
	24" HDPE (directional bore) (Material)	808,298.20	808,298.20	0.00	0.00	808,298.20	100.00%	0.00	0.00
	16" X 16" wet tap (Labor)	6,347.62	6,347.62	0.00	0.00	6,347.62	100.00%	0.00	0.00
	16" X 16" wet tap (Material)	16,292.51	16,292.51	0.00	0.00	16,292.51	100.00%	0.00	0.00
	24" HDPE (Labor)	56,418.92	56,418.92	0.00	0.00	56,418.92	100.00%	0.00	0.00
	24" HDPE (DR-11) (Material)	282,173.48	282,173.48	0.00	0.00	282,173.48	100.00%	0.00	0.00
	20" DIP (Labor)	68,826.08	68,826.08	0.00	0.00	68,826.08	100.00%	0.00	0.00
	20" DIP (Material)	402,563.28	402,563.28	0.00	0.00	402,563.28	100.00%	0.00	0.00
	jumper assembly (Labor)	1,788.22	1,788.22	0.00	0.00	1,788.22	100.00%	0.00	0.00
	jumper assembly (Material)	2,773.93	2,773.93	0.00	0.00	2,773.93	100.00%	0.00	0.00
	air release valve & vault (Labor)	14,305.76	14,305.76	0.00	0.00	14,305.76	100.00%	0.00	0.00
	air release valve & vault (Material)	86,197.28	86,197.28	0.00	0.00	86,197.28	100.00%	0.00	0.00
	offset air release valve & vault (Labor)	1,788.22	1,788.22	0.00	0.00	1,788.22	100.00%	0.00	0.00
	offset air release valve & vault (Material)	13,174.90	13,174.90	0.00	0.00	13,174.90	100.00%	0.00	0.00
	PRV- bypass & vault (Labor)	3,576.46	3,576.46	0.00	0.00	3,576.46	100.00%	0.00	0.00
	PRV- bypass & vault (Material)	123,732.84	123,732.84	0.00	0.00	123,732.84	100.00%	0.00	0.00
	valves and fittings (Material)	592,931.04	592,931.04	0.00	0.00	592,931.04	100.00%	0.00	0.00
	chlorine Service (Material)	2,954.52	2,954.52	0.00	0.00	2,954.52	100.00%	0.00	0.00
	testing and chlorination (Labor)	8,925.84	8,925.84	0.00	0.00	8,925.84	100.00%	0.00	0.00
	restoration (bahia) (Labor)	89,800.00	89,800.00	0.00	0.00	89,800.00	100.00%	0.00	0.00
	fusing equiptment and technician (Labor)	113,509.60	113,509.60	0.00	0.00	113,509.60	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 12
Application Date : 05/11/23
To: 05/11/23
Engineer's Project No.:

Invoice # : 5297 **Contract :** 1940- WELLNESS WAY OFFSITE - NORTH

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	open road cut (treatment plant road) (Labor)	160,853.00	160,853.00	0.00	0.00	160,853.00	100.00%	0.00	0.00
	mot/traffic control (Labor)	111,517.70	111,517.70	0.00	0.00	111,517.70	100.00%	0.00	0.00
	mobilization (Labor)	94,937.40	94,937.40	0.00	0.00	94,937.40	100.00%	0.00	0.00
	WATER Totals	**4,033,324.25**	**4,033,324.25**	**0.00**	**0.00**	**4,033,324.25**	**100.00%**	**0.00**	**0.00**
	E. ZERO DOLLAR ITEMS								
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	ZERO DOLLAR ITEMS Totals	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**
	F. CHANGE ORDERS								
	Change Order 1	15,749.16	15,749.16	0.00	0.00	15,749.16	100.00%	0.00	0.00
	Change Order 2	6,789.84	6,789.84	0.00	0.00	6,789.84	100.00%	0.00	0.00
	CHANGE ORDERS Totals	**22,539.00**	**22,539.00**	**0.00**	**0.00**	**22,539.00**	**100.00%**	**0.00**	**0.00**
	Grand Totals	**8,885,789.00**	**8,885,789.00**	**0.00**	**0.00**	**8,885,789.00**	**100.00%**	**0.00**	**0.00**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 5329

TOTAL SITE DEVELOPMENT THE BRIAR TEAM LEADERS BY PERFORMANCE

To Owner: LENNAR HOMES LLC
6675 WESTWOOD BLVD 5TH FLOOR

ORLANDO, FL 32821

Project: 1941- WELLNESS WAY OFFSITE UTILITIES SOUTH

Application No.: 10

Period To: 5/31/2023

Distribution to:
- [ ] Owner
- [ ] Engineer
- [ ] Contractor
- [ ]
- [ ]

From Contractor: THE BRIAR TEAM LLC
4570 Orange Blvd
Sanford, FL 32771

Via Engineer:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum		$9,641,000.00
2. Net Change By Change Order		$177,467.92
3. Contract Sum To Date		$9,818,467.92
4. Total Completed and Stored To Date		$8,275,032.87
5. Retainage:		
a. 10.00% of Completed Work	$802,606.11	
b. 10.00% of Stored Material	$24,897.18	
Total Retainage		$827,503.29
6. Total Earned Less Retainage		$7,447,529.58
7. Less Previous Certificates For Payments		$6,754,864.45
8. Current Payment Due		$692,665.13
9. Balance To Finish, Plus Retainage		$2,370,938.34

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$177,467.92	$0.00
TOTALS	$177,467.92	$0.00
Net Changes By Change Order	**$177,467.92**	

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

CONTRACTOR: THE BRIAR TEAM LLC

By: _____ Date: 5/18/23

State of: Florida
County of: Seminole
Subscribed and sworn to before me this 18th day of May 2023
Notary Public:
My Commission expires:

Notary Public State of Florida
Melissa Leigh Harley
My Commission HH 292425
Expires 9/29/2026

ENGINEER'S OPINION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 OPINIONED.

AMOUNT OPINIONED $692,665.13

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

ENGINEER:

By: _____ Date: _____

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

APPLICATION FOR PAYMENT NO.
EXHIBIT "C"

Contract # 09621272
5/19/2023

No.	Description	CONTRACT AMOUNT Amount	Cost Code	PREVIOUSLY COMPLETED Amount	COMPLETED THIS INVOICE Amount	COMPLETED TO DATE Amount	RETENTION	NET DUE	REMAINING ON CONTRACT Amount
	Application For Payment Summary								
	Sanitary Sewer	$ 23,844.47	2751	$ 23,417.98	$ 426.49	$ 23,844.47			$ -
	Liftstation	$ 5,810,974.04	2836	$3,772,373.43	$ 558,749.92	$ 4,331,123.35			$ 1,479,850.69
	Generic Water	$ 3,806,181.49	2851	$3,709,613.53	$ 56,411.78	$ 3,766,025.31			$ 40,156.18
	Change Order 1	$ 36,691.37		$ -	$ 18,345.69	$ 18,345.69			$ 18,345.68
	Change Order 2	$ 140,776.55		$ -	$ 135,694.05	$ 135,694.05			$ 5,082.50
TOTAL		$ 9,818,467.92		$7,505,404.94	$ 769,627.93	$ 8,275,032.87	$ -		$ 1,543,435.05

VENDOR: 8414339 CONTRACT # 09621272
The Briar Team LLC
INV.DATE: 5.25.23 INV.# 5329 APPL.# 10

DESCRIPTION: Wellness Way Offsite Utilites South

ACCT# 1110957 ACCT. DATE:

Field Approval	Checked By	Office Approval	Entered By
Date:	Date:	Date:	Date:

Deduction of 10% Retention	$ 827,503.29
Total Due To-Date	$ 7,447,529.58
Previous Application	$ 6,754,864.45
Balance Due This Application	$ 692,665.13

$3,766,025.31 - $376,602.53 (retainage) = $3,389,422.78 (total)

No.	Description	CONTRACT AMOUNT Qty	Unit	Price	Amount	PREVIOUSLY COMPLETED Qty	Amount	COMPLETED THIS INVOICE Qty	Amount	COMPLETED TO DATE Qty	Amount	REMAINING ON CONTRACT Qty	Amount
	Wellness Way Offsite South												
	Sanitary Sewer												
2751	24" PVC Pipe (10'-12' cut)	15	LF	$259.92	$ 3,898.80	15.06	3,898.80	0.00	0.00	15.06	3,898.80	0	$ -
2751	Manhole 10-12' W/LINER	1	EA	$19,945.67	$ 19,945.67	0.979	19,519.18	0.02	426.49	1.00	19,945.67	0	$ -
	Total Sanitary Sewer				$ 23,844.47		23,417.98		426.49		23,844.47		$ -
	Lift Station												
2836	Piping	1	LS	$132,614.44	$ 132,614.44		0.00	0.50	66,307.22	0.50	66,307.22	1	$ 66,307.22
2836	Electrical	1	LS	$328,639.54	$ 328,639.54		0.00	0.50	164,319.77	0.50	164,319.77	1	$ 164,319.77
2836	Generator	1	LS	$256,554.92	$ 256,554.92		0.00		0.00	0.00	0.00	1	$ 256,554.92
2836	RTU	1	LS	$124,993.45	$ 124,993.45		0.00		0.00	0.00	0.00	1	$ 124,993.45
2836	Pumps	1	LS	$987,208.69	$ 987,208.69	0.5	493,604.34	0.00	0.00	0.50	493,604.34	1	$ 493,604.35
2836	ww / vv / aggregate / seals etc...	1	LS	$121,981.44	$ 121,981.44	1	121,981.44	0.00	0.00	1.00	121,981.44	0	$ -
2836	Fence / wall	1	LS	$18,788.35	$ 18,788.35		0.00		0.00	0.00	0.00	1	$ 18,788.35
2836	Driveway / curb	1	LS	$8,122.66	$ 8,122.66		0.00		0.00	0.00	0.00	1	$ 8,122.66
2836	Crane & trench box	1	LS	$23,798.57	$ 23,798.57	1	23,798.57	0.00	0.00	1.00	23,798.57	0	$ -
2836	Installation	1	LS	$639,716.16	$ 639,716.16		0.00	0.50	319,858.08	0.50	319,858.08	1	$ 319,858.08
2836	Water service	1	LS	$4,033.66	$ 4,033.66	0.5	2,016.83	0.00	0.00	0.50	2,016.83	1	$ 2,016.83
2836	Lift Station Dewatering	1	LS	$9,394.18	$ 9,394.18	1	9,394.18	0.00	0.00	1.00	9,394.18	0	$ -
	Forcemain												
2836	20" DIP	6,652	LF	$218.94	$1,456,388.88	6652	1,456,388.88	0.00	0.00	6,652.00	1,456,388.88	0	$ -
2836	16" DIP	5,688	LF	$174.09	$ 990,223.92	5688	990,223.92	0.00	0.00	5,688.00	990,223.92	0	$ -
2836	Air release valve & vault	7	EA	$14,641.18	$ 102,488.26	6.573	96,229.84	0.00	0.00	6.57	96,229.84	0	$ 6,258.42
2836	Plug Valves and fittings	1	LS	$570,471.09	$ 570,471.09	1	570,470.58	0.00	0.00	1.00	570,470.58	0	$ 0.51
2836	Pressure testing	1	LS	$33,059.39	$ 33,059.39	0.25	8,264.85	0.25	8,264.85	0.50	16,529.70	0	$ 16,529.69
2836	Restoration (Bahia) - Lift Station Tract	556	SY	$4.49	$ 2,496.44	0	0.00			0.00	0.00	556	$ 2,496.44
	Total Liftstation				$5,810,974.04		3,772,373.43		558,749.92		4,331,123.35		$ 1,479,850.69
	Generic Water												
2851	20" DIP	10,967	EA	$157.59	$1,728,289.53	10917	1,720,445.93	0.00	0.00	10,917.23	1,720,445.93	50	$ 7,843.60
2851	16" DIP	2,803	EA	$119.05	$ 333,697.15	2803	333,697.15	0.00	0.00	2,803.00	333,697.15	0	$ -
2851	12" DIP	1,590	EA	$79.57	$ 126,516.30	1352	107,563.50	0.00	0.00	1,351.81	107,563.50	238	$ 18,952.80
2851	10" DIP	20	EA	$42.57	$ 851.40	20	851.40	0.00	0.00	20.00	851.40	0	$ -
2851	Air release valve & vault	10	EA	$15,064.07	$ 150,640.70	9.406	141,700.10	0.30	4,470.30	9.70	146,170.40	0	$ 4,470.30
2851	Valves and fittings	1	LS	$789,296.53	$ 789,296.53	1	789,296.53	0.00	0.00	1.00	789,296.53	0	$ -
2851	2" Blowoff	6	EA	$3,525.12	$ 21,150.72	4.478	15,786.36	0.00	0.00	4.48	15,786.36	2	$ 5,364.36
2851	Fire Hydrant Assembly (includes Gate Valve and T	31	EA	$8,392.34	$ 260,162.54	31	260,162.54	0.00	0.00	31.00	260,162.54	0	$ -
2851	Testing and chlorination	15,359	LF	$2.57	$ 39,472.63	7680	19,736.32	7,679.50	19,736.31	15,359.00	39,472.63	0	$ -
2851	Jumper Assembly	2	EA	$2,948.47	$ 5,896.94	2	5,896.94	0.00	0.00	2.00	5,896.94	0	$ -
2851	Chlorine Service	14	EA	$1,949.48	$ 27,292.72	10.79	21,034.23	3.21	6,258.49	14.00	27,292.72	0	$ -
2851	silt fence	28,000	LF	$2.17	$ 60,760.00	28000	60,760.00	0.00	0.00	28,000.00	60,760.00	0	$ -
2851	construction staking	1	LS	$107,252.43	$ 107,252.43	0.9	96,527.19	0.10	10,725.24	1.00	107,252.43	0	$ -
2851	mobilization	1	LS	$116,451.78	$ 116,451.78	0.9	104,806.60	0.10	11,645.18	1.00	116,451.78	0	$ -
2851	10" DIP	20	LF	$71.05	$ 1,421.00	20	1,421.00	0.00	0.00	20.00	1,421.00	0	$ -
2851	2" B/O Assembly	2	EA	$3,525.12	$ 7,050.24	1	3,525.12	0.00	0.00	1.00	3,525.12	1	$ 3,525.12

APPLICATION FOR PAYMENT NO.
EXHIBIT "C"

Contract # 09621272
5/19/2023

No.	Description	CONTRACT AMOUNT Qty	Unit	Price	Amount	PREVIOUSLY COMPLETED Qty	Amount	COMPLETED THIS INVOICE Qty	Amount	COMPLETED TO DATE Qty	Amount	REMAINING ON CONTRACT Qty	Amount
2851	Pig Station	2	EA	$14,989.44	$ 29,978.88	1.761	26,402.62	0.24	3,576.26	2.00	29,978.88	0	$ -
	Total Water				$3,806,181.49		3,709,613.53		56,411.78		3,766,025.31		$ 40,156.18
	Total Contract Amount				$9,641,000.00		7,505,404.94		615,588.19		8,120,993.13		$ 1,520,006.87
	Change Order 1												
	add FDOT headwall w/ wingwalls (C-201)	1	EA	$ 36,691.37	$ 36,691.37			0.50	18,345.69	0.50	18,345.69	0	$ 18,345.68
					$ 36,691.37		0.00		18,345.69		18,345.69		$ 18,345.68
	Change Order 2												
	add 2nd wet-well / aggregate / seals etc	1	LS	$ 92,469.05	$ 92,469.05			1.00	92,469.05	1.00	92,469.05	0	$ -
	add driveway	1	LS	$ 5,082.50	$ 5,082.50				0.00	0.00	0.00	1	$ 5,082.50
	add trench box	1	LS	$ 30,600.00	$ 30,600.00			1.00	30,600.00	1.00	30,600.00	0	$ -
	add lift station dewatering	1	EA	$ 9,375.00	$ 9,375.00			1.00	9,375.00	1.00	9,375.00	0	$ -
	add wet well 2 hatch	1	EA	$ 3,250.00	$ 3,250.00			1.00	3,250.00	1.00	3,250.00	0	$ -
					$ 140,776.55		0.00		135,694.05		135,694.05		$ 5,082.50
SUBTOTAL					9,818,467.92		7,505,404.94		769,627.93		8,275,032.87		1,543,435.05
CONTRACT TOTAL					9,818,467.92		7,505,404.94		769,627.93		8,275,032.87		$ 1,543,435.05

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10
Application Date : 05/17/23
To: 05/31/23
Engineer's Project No.:

Invoice # : 5329 **Contract :** 1941- WELLNESS WAY OFFSITE UTILITIES SOUTH

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	GENERIC SANITARY SEWER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	24" PVC Pipe (10'-12' cut) (Labor)	536.40	536.40	0.00	0.00	536.40	100.00%	0.00	53.64
	24" PVC Pipe (10'-12' cut) (Material)	3,362.40	3,362.40	0.00	0.00	3,362.40	100.00%	0.00	336.24
	Manhole 10-12' W/LINER (Labor)	4,264.95	3,838.46	426.49	0.00	4,264.95	100.00%	0.00	426.50
	Manhole 10-12' W/LINER (Material)	15,680.72	15,680.72	0.00	0.00	15,680.72	100.00%	0.00	1,568.07
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	LIFT STATION (2836 IF PRESENT IN BUDGET	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Piping (Material)	132,614.44	0.00	0.00	66,307.22	66,307.22	50.00%	66,307.22	6,630.72
	Electrical (Material)	328,639.54	0.00	0.00	164,319.77	164,319.77	50.00%	164,319.77	16,431.98
	Generator (Material)	256,554.92	0.00	0.00	0.00	0.00	0.00%	256,554.92	0.00
	RTU (Material)	124,993.45	0.00	0.00	0.00	0.00	0.00%	124,993.45	0.00
	Pumps (Material)	987,208.69	493,604.34	0.00	0.00	493,604.34	50.00%	493,604.35	49,360.43
	ww / vv / aggregate / seals etc (Material)	121,981.44	121,981.44	0.00	0.00	121,981.44	100.00%	0.00	12,198.14
	Fence / Wall (Material)	18,788.35	0.00	0.00	0.00	0.00	0.00%	18,788.35	0.00
	Driveway / Curb (Material)	8,122.66	0.00	0.00	0.00	0.00	0.00%	8,122.66	0.00
	Crane & Trench Box (Material)	23,798.57	23,798.57	0.00	0.00	23,798.57	100.00%	0.00	2,379.86
	Installation (Labor)	639,716.16	0.00	319,858.08	0.00	319,858.08	50.00%	319,858.08	31,985.81
	Water Service (Material)	4,033.66	2,016.83	0.00	0.00	2,016.83	50.00%	2,016.83	201.68
	Lift Station Dewatering (Material)	9,394.18	9,394.18	0.00	0.00	9,394.18	100.00%	0.00	939.42
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	FORCE MAIN	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	20" DIP (Labor)	118,937.76	118,937.76	0.00	0.00	118,937.76	100.00%	0.00	11,893.78
	20" DIP (Material)	1,337,451.12	1,337,451.12	0.00	0.00	1,337,451.12	100.00%	0.00	133,745.12
	16" DIP (Labor)	81,395.28	81,395.28	0.00	0.00	81,395.28	100.00%	0.00	8,139.53
	16" DIP (Material)	908,828.64	908,828.64	0.00	0.00	908,828.64	100.00%	0.00	90,882.86
	Air Release Valve & Vault (Labor)	12,516.84	6,258.42	0.00	0.00	6,258.42	50.00%	6,258.42	625.84
	Air Release Valve & Vault (Material)	89,971.42	89,971.42	0.00	0.00	89,971.42	100.00%	0.00	8,997.14
	Plug Valves and Fittings (Material)	570,471.09	570,470.58	0.00	0.00	570,470.58	100.00%	0.51	57,047.06
	Pressure Testing (Labor)	33,059.39	8,264.85	8,264.85	0.00	16,529.70	50.00%	16,529.69	1,652.98

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10
Application Date : 05/17/23
To: 05/31/23
Engineer's Project No.:

Invoice # : 5329 **Contract :** 1941- WELLNESS WAY OFFSITE UTILITIES SOUTH

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	Restoration (bahia) - Lift Station Tract (Labor)	2,496.44	0.00	0.00	0.00	0.00	0.00%	2,496.44	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GENERIC WATER	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	20" DIP (Labor)	196,089.96	188,246.36	0.00	0.00	188,246.36	96.00%	7,843.60	18,824.64
	20" DIP (Material)	1,532,199.57	1,532,199.57	0.00	0.00	1,532,199.57	100.00%	0.00	153,219.96
	16" DIP (Labor)	40,110.93	40,110.93	0.00	0.00	40,110.93	100.00%	0.00	4,011.10
	16" DIP (Material)	293,586.22	293,586.22	0.00	0.00	293,586.22	100.00%	0.00	29,358.62
	12" DIP (Labor)	18,952.80	0.00	0.00	0.00	0.00	0.00%	18,952.80	0.00
	12" DIP (Material)	107,563.50	107,563.50	0.00	0.00	107,563.50	100.00%	0.00	10,756.36
	10" DIP (Labor)	190.80	190.80	0.00	0.00	190.80	100.00%	0.00	19.08
	10" DIP (Material)	660.60	660.60	0.00	0.00	660.60	100.00%	0.00	66.06
	Air Release Valve & Vault (Labor)	17,881.20	8,940.60	4,470.30	0.00	13,410.90	75.00%	4,470.30	1,341.09
	Air Release Valve & Vault (Material)	132,759.50	132,759.50	0.00	0.00	132,759.50	100.00%	0.00	13,275.96
	Valves and Fittings	789,296.53	789,296.53	0.00	0.00	789,296.53	100.00%	0.00	78,929.64
	2" Blowoff (Labor)	10,728.72	5,364.36	0.00	0.00	5,364.36	50.00%	5,364.36	536.44
	2" Blowoff (Material)	10,422.00	10,422.00	0.00	0.00	10,422.00	100.00%	0.00	1,042.20
	Fire Hydrant Assembly (Includes Gate Valve and Tee) (Materia	22,172.75	22,172.75	0.00	0.00	22,172.75	100.00%	0.00	2,217.28
	Fire Hydrant Assembly (Includes Gate Valve and Tee) (Materia	237,989.79	237,989.79	0.00	0.00	237,989.79	100.00%	0.00	23,798.99
	Testing and Chlorination (Labor)	39,472.63	19,736.32	19,736.31	0.00	39,472.63	100.00%	0.00	3,947.26
	Jumper Assembly (Labor)	3,576.24	3,576.24	0.00	0.00	3,576.24	100.00%	0.00	357.62
	Jumper Assembly (Material)	2,320.70	2,320.70	0.00	0.00	2,320.70	100.00%	0.00	232.08
	Chlorine Service (Labor)	12,516.98	6,258.49	6,258.49	0.00	12,516.98	100.00%	0.00	1,251.70
	Chlorine Service (Material)	14,775.74	14,775.74	0.00	0.00	14,775.74	100.00%	0.00	1,477.58
	Silt Fence (Labor)	60,760.00	60,760.00	0.00	0.00	60,760.00	100.00%	0.00	6,076.00
	Construction Staking (Labor)	107,252.43	96,527.19	10,725.24	0.00	107,252.43	100.00%	0.00	10,725.24
	Mobilization (Labor)	116,451.78	104,806.60	11,645.18	0.00	116,451.78	100.00%	0.00	11,645.19
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	ADDITIONAL ITEMS ADDED BY CONTRACTOR	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	FORCE MAIN	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	10" DIP (Labor)	190.80	190.80	0.00	0.00	190.80	100.00%	0.00	19.08
	10" DIP (Material)	1,230.20	1,230.20	0.00	0.00	1,230.20	100.00%	0.00	123.02

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10
Application Date : 05/17/23
To: 05/31/23
Engineer's Project No.:

Invoice # : 5329 **Contract :** 1941- WELLNESS WAY OFFSITE UTILITIES SOUTH

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D+E)	Work Completed: This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
	2" B/O Assembly (Labor)	3,576.24	1,788.12	0.00	0.00	1,788.12	50.00%	1,788.12	178.81
	2" B/O Assembly (Material)	3,474.00	1,737.00	0.00	0.00	1,737.00	50.00%	1,737.00	173.70
	Pig Station (Launch/Catch) (Labor)	7,152.52	3,576.26	3,576.26	0.00	7,152.52	100.00%	0.00	715.26
	Pig Station (Launch/Catch) (Material)	22,826.36	22,826.36	0.00	0.00	22,826.36	100.00%	0.00	2,282.64
	Change Order 1	36,691.37	0.00	0.00	18,345.69	18,345.69	50.00%	18,345.68	1,834.57
	Change Order 2	140,776.55	0.00	135,694.05	0.00	135,694.05	96.39%	5,082.50	13,569.41
	Totals	**9,818,467.92**	**7,505,404.94**	**520,655.25**	**248,972.68**	**8,275,032.87**	**84.28%**	**1,543,435.05**	**827,503.29**
	Grand Totals	**9,818,467.92**	**7,505,404.94**	**520,655.25**	**248,972.68**	**8,275,032.87**	**84.28%**	**1,543,435.05**	**827,503.29**

Utility Impact Fee Credit Agreement

This Utility Impact Fee Credit Agreement (this "Agreement") is made and entered into between the **CITY OF CLERMONT**, a political subdivision of the State of Florida, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the "City") and **SOUTH LAKE CROSSINGS I, LLC**, a Florida limited liability company ("SLC I"), and **SOUTH LAKE CROSSINGS III, LLC**, a Florida limited liability company ("SLC III"), and their successors and assigns (SLC I and SLC III are collectively referred to as "Developer") (the City and the Developer are together, the "Parties").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in the City of Clermont, Lake County, Florida as more particularly described and shown on **Exhibit A** attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, in accordance with Planned Unit Development (PUD) Ordinance No. 2019-06 adopted by the City of Clermont City Council (the "Wellness Way PUD"), the Property shall be developed for up to 1,850 dwelling units (the "Project"); and

WHEREAS, it is mutually understood by the Parties and agreed to by the Parties, that the Developer has agreed to construct certain improvements that are not required to serve Developer's Project and, therefore, provides a benefit to City's overall water and wastewater utility system; and

WHEREAS, the Parties desire to reduce to writing, and have ratified and confirmed, the specific terms and conditions of their understanding and agreement related to the Developer's construction of the Improvements described herein, as well as Developer's entitlement to impact fee credits from the City for the Developer's fulfillment of the same.

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, premises and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are hereby incorporated as a material part of this Agreement as if fully set forth herein.

2. Construction of Improvements. Developer hereby acknowledges and agrees that Developer shall, at Developer's sole expense, design and construct the following utilities (together, the "Improvements") as set forth in the Construction Plans for Wellness Way Off-site Utilities and Master Lift Station (SITE2105-0002) prepared by VHB, dated May 6, 2021, which will receive final approval by the City of Clermont.

The approximate location and dimensions for the force main and potable water main (collectively, the "Utility Mains") are more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof, and the approximate location and dimensions for the lift

station are more particularly described on **Exhibit C** attached hereto and by this reference made a part hereof.

3. Plans and Specifications. Developer shall deliver to the City for the City's review and approval the final alignment and design specifications for the construction of the Improvements (the "Plans and Specifications"), to be prepared by VHB, which shall also include all then current cost estimates for the completion of the Improvements specified in the Plans and Specifications. Once approved, the final Plans and Specifications shall become a material part of this Agreement and shall be used by the Developer for the purpose of obtaining all permits necessary for the construction of the Improvements.

4. Permits. Developer shall design the Improvements in a manner sufficient to satisfy the applicable government permitting requirements.

5. Impact Fee Credits. In consideration of the obligations set forth herein, the Parties acknowledge and agree:

a. City shall provide Developer with water and wastewater impact fee credits in the actual amount incurred by Developer and not to exceed the amount as set forth in **Exhibit D,** column "City of Clermont Impact Fee Credit Portion", attached hereto and by this reference made a part hereof.

b. The impact fee credits shall be available to Developer upon the completion by Developer and acceptance by the City of the construction of the Improvements and confirmation by City of the actual cost of the improvements in substantial accordance with **Exhibit D**. Developer shall provide such reasonable documentation as may be requested by City for purposes of City's determination and confirmation as set forth herein.

c. Developer shall have the authority to assign or transfer any impact fee credits granted pursuant to this Agreement from the Property to another property or development in the City's Utility Service Area.

6. Concurrency. The City hereby acknowledges and agrees that (i) the Improvements to be constructed pursuant to this Agreement will satisfy the minimum requirements for concurrency related to water and wastewater services and facilities as set forth in Section 90-4 of the City Code, (ii) upon completion of the Improvements, there will be sufficient water and wastewater facilities to meet the adopted levels of service for Developer's intended use of the Property as set forth in Section 90-9 of the City Code, and (iii) the City shall reserve and ensure that there is sufficient water and wastewater capacity as may be necessary for Developer's intended use of the Property.

7. Approvals. In those instances in this Agreement in which a party's approval, consent or satisfaction is required, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

8. Indemnification. The Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the City, its officials, agents, and

employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to construction of the Improvements or this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the City, or claims, asserted by property owners for damages arising from the performance of the obligations contained in this Agreement.

9. Term and Nature of Agreement. With the exception of the warranty requirements set forth herein, this Agreement shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. If the Developer is unable to obtain all necessary approvals for the construction of the Improvements from the City or any other governmental agency, or is unable to negotiate a construction contract for the Improvements acceptable to Developer in its sole discretion, the sole remedy to the City shall be the termination of this Agreement, and Developer shall not be liable for, and the City shall not seek from the Developer, either damages or specific performance of this Agreement; provided, however, that the conveyance of any property completed prior to the termination of this Agreement shall not be affected.

10. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

11. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, or (iii) sent via overnight courier delivery service, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer:

South Lake Crossings I, LLC
South Lake Crossings II, LLC
Attn: Thomas J. Karr, Jr.
Post Office Box 135
Windermere, Florida 34786

City:

City of Clermont
Attn: Susan Carroll Dauderis, City Manager
685 W. Montrose Street, 3rd Floor
Clermont, Florida 34711

With a copy to:

Contract Purchaser:
Lennar Homes, LLC
Attn: Brock Nicholas, Division President
6675 Westwood Blvd, 5th floor
Orlando, Florida 32821

With a copy to:

City of Clermont
Attn: Dan Mantzaris, Esq.
City Attorney
332 N. Magnolia Avenue
Orlando, Florida 32801

With a copy to:

Shutts & Bowen LLP
Attn: Daniel T. O'Keefe, Esq.
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

With a copy to:

Lennar Corporation
Attn: General Counsel
700 NW 107th Avenue - 4th Floor
Miami, Florida 33172

12. Counterparts. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

14. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement. For purposes of the time requirements hereunder, such time frames shall, unless otherwise specifically stated herein, (i) not include the day from which the period commences; (ii) if less than six (6) days, be construed to exclude any Saturday, Sunday or legal holiday; and (iii) if six (6) days or more, be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the state where such condition or covenant is to be performed, such period shall extend to the first business day thereafter.

15. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

16. Construction of Agreement. This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

17. Public Records. The Developer shall allow public access to all documents, papers, letters or other materials subject to the provisions of Section 119.0701, Florida Statutes, and which have been made or received by the Developer in conjunction with this Agreement.

18. Records and Audits. The Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the City upon five (5) business day's prior written notice.

19. Equal Opportunity Employment. The Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

20. Authority. Each of the Parties hereto represent and warrant to each other that they have all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken, obtained or followed, as the case may be, and that this Agreement shall be valid, binding, and enforceable against the Parties, their successors and assigns.

21. Breach. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

22. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors or assigns in interest.

23. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

24. Assignment. The terms and conditions contained herein may be assigned by the Developer, without the consent of the City, to: (i) a community development district created in accordance with applicable law; (ii) any future owner of all or any portion of the Property; and/or (iii) any party listed on **Exhibit E** attached hereto and incorporated herein by this reference. It is understood and agreed by the Parties that upon such assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

25. Disclaimer of Third Party Beneficiaries. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the City.

26. Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of Florida.

27. Land Use Approvals. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Project, nor shall this Agreement be deemed to reduce eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: City through its Mayor, and Developer through its duly authorized representative.

CITY:

CITY OF CLERMONT

By: _____
Tim Murry, Mayor

This 13 day of July, 2021

Attest:

_____
Tracy Ackroyd Howe, City Clerk

Approved as to form:

_____
City Attorney
Daniel F Mantzaris, Esquire

Signed, sealed and delivered in
the presence of two (2) witnesses:

DEVELOPER:

SOUTH LAKE CROSSINGS I, LLC, a Florida limited liability company

Print Name: Elisa R. Sowell

Print Name: Karen Wankelman

By: _____
Thomas J. Karr, Jr., Manager

This 21 day of July, 2021

SOUTH LAKE CROSSINGS III, LLC, a Florida limited liability company

Print Name: Elisa R. Sowell

Print Name: Karen Wankelman

By: _____
Thomas J. Karr, Jr., Manager

This 21 day of July, 2021

EXHIBIT A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: PHASE 1

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence run South 88°49'23" East along the North line of the Northwest Quarter of said Section 22 for a distance of 60.02 feet to the POINT OF BEGINNING; thence continue South 88°49'23" East along the North line of the Northwest Quarter and the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 2935.42 feet; thence departing said North line run South 01°10'37" West for a distance of 72.34 feet to the point on curvature of a curve, concave Easterly having a radius of 430.00 feet , with a chord bearing of South 08°31'05" East and a chord distance of 144.83 feet; thence run Southerly through a central angle of 19°23'25" along the arc of said curve for a distance of 145.52 feet to a point on a non tangent line; thence run South 51°58'40" West for a distance of 88.74 feet; thence run South 48°03'28" West for a distance of 55.59 feet; thence run South 45°02'17" West for a distance of 55.59 feet; thence run South 42°01'07" West for a distance of 55.59 feet; thence run South 39°00'05" West for a distance of 55.51 feet; thence run South 35°59'09" West for a distance of 55.53 feet; thence run South 32°49'09" West for a distance of 61.08 feet; thence run South 30°29'27" West for a distance of 24.66 feet; thence run South 28°15'59" West for a distance of 57.25 feet; thence run South 25°12'07" West for a distance of 55.59 feet; thence run South 22°10'57" West for a distance of 55.59 feet; thence run South 19°09'55" West for a distance of 55.51 feet; thence run South 16°08'59" West for a distance of 55.53 feet; thence run South 12°28'30" West for a distance of 79.77 feet to a point on a non tangent curve, concave Southerly having a radius of 1105.00 feet, with a chord bearing of South 89°53'19" West and a chord distance of 44.76 feet; thence run Easterly through a central angle of 02°19'15" along the arc of said curve for a distance of 44.76 feet to a point on a non tangent line; thence run South 01°55'12" East for a distance of 195.02 feet to a point on a non tangent curve, concave Southwesterly having a radius of 910.00 feet, with a chord bearing of South 57°00'13" East and a chord distance of 1021.13 feet; thence run Southeasterly through a central angle of 68°15'31" along the arc of said curve for a distance of 1084.12 feet to a point of reverse curvature of a curve, concave Northeasterly having a radius of 1830.00 feet, with a chord bearing of South 32°11'36" East and a chord distance of 592.66 feet; thence run Southeasterly through a central angle of 18°38'16" along the arc of said curve for a distance of 595.28 feet to a point of reverse curvature of a curve, concave Southwesterly having a radius of 570.00 feet, with a chord bearing of South 20°31'44" East and a chord distance of 408.23 feet; thence run Southeasterly through a central angle of 41°58'00" along the arc of said curve for a distance of 417.50 feet to a point on a non tangent line; thence run South 00°27'16" West for a distance of 160.92 feet; thence run South 89°32'44" East for a distance of 60.00 feet to a point on a non tangent curve, concave Northeasterly having a radius of 21.03 feet, with a chord bearing of South 45°30'45" East and a chord distance of 35.95 feet; thence run Southeasterly through a central angle of 117°29'05" along the arc of said curve for a distance of 43.11 feet to a point on a non tangent line; thence run South 02°04'51" West for a distance of 60.12 feet to a point on a non tangent curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 44°27'57" West and a chord distance of 34.74 feet; thence run Southwesterly through a central angle of 88°01'23" along the arc of said curve for a distance of 38.41 feet to a point of tangency; thence run South 00°27'16" West for a distance of 5.02 feet; thence run North 89°32'44" West for a distance of 60.00 feet to a point on a non tangent curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of North 46°10'19" West and a chord distance of 36.34 feet; thence run Northwesterly through a central angle of 93°15'11" along the arc of said curve for a distance of 40.69 feet to a point of compound curvature of a curve, concave Southerly having a radius of 4970.00

feet, with a chord bearing of South 86°42'31" West and a chord distance of 85.52 feet; thence run Westerly through a central angle of 00°59'09" along the arc of said curve for a distance of 85.52 feet to a point on a non tangent curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of South 09°54'50" West and a chord distance of 7.56 feet; thence run Southerly through a central angle of 18°55'08" along the arc of said curve for a distance of 7.59 feet to a point of tangency; thence run South 00°27'16" West for a distance of 33.41 feet to a point of curvature of a curve, concave Westerly having a radius of 1057.00 feet, with a chord bearing of South 06°24'24" West and a chord distance of 219.22 feet; thence run Southerly through a central angle of 11°54'17" along the arc of said curve for a distance of 219.62 feet to a point of tangency; thence run South 12°21'33" West for a distance of 496.83 feet; concave Easterly having a radius of 1343.00 feet, with a chord bearing of South 08°15'16" West and a chord distance of 192.26 feet; thence run Southerly through a central angle of 08°12'33" along the arc of said curve for a distance of 192.42 feet to a point of compound curvature of a curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of South 08°31'58" East and a chord distance of 10.10 feet; thence run Southerly through a central angle of 25°21'56" along the arc of said curve for a distance of 10.18 feet to a point on a non tangent curve, concave Northerly having a radius of 2170.00 feet, with a chord bearing of South 88°43'22" East and a chord distance of 62.32 feet; thence run Easterly through a central angle of 01°38'44" along the arc of said curve for a distance of 62.32 feet to a point of tangency; thence run South 89°32'44" East for a distance of 25.37 feet to a point of compound curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 47°45'19" East and a chord distance of 33.91 feet; thence run Northeasterly through a central angle of 85°23'53" along the arc of said curve for a distance of 37.26 feet to a point of compound curvature of a curve, concave Westerly having a radius of 1230.00 feet, with a chord bearing of North 05°16'41" East and a chord distance of 9.51 feet; thence run Northerly through a central angle of 00°26'36" along the arc of said curve for a distance of 9.51 feet to a point on a non tangent line; thence run South 84°30'02" East for a distance of 60.00 feetto a point on a non tangent curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 42°01'23" East and a chord distance of 36.88 feet; thence run Southeasterly through a central angle of 95°02'42" along the arc of said curve for a distance of 41.47 feet to a point on a non tangent line; thence run South 00°27'16" West for a distance of 60.00 feet; thence run North 89°32'44" West for a distance of 4.44 feet to the point of curvature of a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 45°27'16" West and a chord distance of 35.36 feet; thence run Southwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run South 00°27'16" West for a distance of 85.00 feet to the point of curvature of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 44°32'44" East and a chord distance of 35.36 feet; thence runSoutheasterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet; to a point of tangency; thence run South 89°32'44" East for a distance of 1446.45 feet to a point on the West right of way line of Five Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°27'16" West along said West right of way line for a distance of 120.00 feet; thence departing said West right of way line run North 89°32'44" West for a distance of 1638.10 feet to the point of curvature of a curve, concave Northerly having a radius of 2200.00 feet, with a chord bearing of North 84°48'10" West and a chord distance of 363.81 feet; thence run Westerly through a central angle of 09°29'09" along the arc of said curve for a distance of 364.23 feet to a point on a non tangent line; thence run South 09°56'25" West for a distance of 87.26 feet; thence run South 25°12'49" West for a distance of 73.34 feet; thence run South 25°12'49" West for a distance of 275.14 feet; thence run South 25°35'31" West for a distance of 56.27 feet; thence run South 18°58'47" West for a distance of 56.27 feet; thence run South 18°07'12" West for a distance of 56.19 feet; thence run South 14°17'47" West for a distance of 56.19 feet; thence run South 10°35'59" West for a distance of 56.18 feet; thence run South 07°32'24" West for a distance of 56.17 feet; thence run South 04°16'15" West for a distance of 74.88 feet to a point on a non tangent curve, concave Southeasterly having a radius of 85.00 feet, with a chord bearing of South 50°31'08" West and a chord distance of 63.94 feet; thence run Southwesterly through a central angle of 44°11'21" along the arc of said curve for a distance of 65.56 feet to a point on a non tangent line; thence run North 89°32'44" West for a distance of 139.12 feet; thence run South 00°47'57" West for a

distance of 393.58 feet to a point on the North line of Parcel 122 as recorded in Official Records Book 849, Page 2162 of the Public Records of Lake County, Florida; thence run the following three courses along the perimeter line of said Parcel 122: North 89°12'03" West for a distance of 17.48 feet; thence run South 00°23'38" West for a distance of 50.00 feet; thence run South 89°12'03" East for a distance of 17.13 feet; thence departing said perimeter line, run South 00°47'57" West for a distance of 30.00 feet to a point on the South line of the Southeast Quarter aforesaid Section 22; thence run North 89°12'03" West along said South line for a distance of 166.38 feet to the Southwest corner of the Southeast Quarter of said Section 22; thence run North 89°32'30" West along the South line of the Southwest Quarter of said Section 22 for a distance of 2587.54 feet to a point 60.00 feet East of the Southwest corner of the Southwest Quarter of said Section 22; thence run North 00°23'38" East along a line 60.00 feet East of and parallel to the West line of the Southwest Quarter of said Section 22 for a distance of 2175.74 feet; thence departing said parallel line run South 89°36'22" East for a distance of 250.11 feet; thence run South 84°10'21" East for a distance of 208.90 feet; thence run South 78°44'19" East for a distance of 322.40 feet to a point on a non tangent curve, concave Southeasterly having a radius of 830.00 feet, with a chord bearing of North 21°05'42" East, and a chord distance of 169.47 feet; thence run Northeasterly through a central angle of 11°43'08" along the arc of said curve for a distance of 169.76 feet to a point of tangency; thence run North 26°57'16" East for a distance of 93.25 feet to the point of curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of North 18°02'44" West, and a chord distance of 35.36 feet; thence run Northwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run North 63°02'44" West for a distance of 69.42 feet to the point of curvature of a curve, concave Southwesterly having a radius of 1671.84 feet, with a chord bearing of North 76°51'21" West, and a chord distance of 798.16 feet; thence run Northwesterly through a central angle of 27°37'14" along the arc of said curve for a distance of 805.94 feet to a point of compound curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 44°51'50" West, and a chord distance of 35.03 feet; thence run Southwesterly through a central angle of 88°56'24" along the arc of said curve for a distance of 38.81 feet to a cusp of a curve, being a point on the aforesaid parallel line; thence run North 00°23'38" East along said parallel line for a distance of 143.33 feet to a point on the South line of the Northwest Quarter of said Section 22; thence run North 00°23'17" East along a line 60.00 feet East of and parallel to the West line of the Northwest Quarter of said Section 22 for a distance of 26.69 feet to the cusp of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 45°05'22" East, and a chord distance of 35.65 feet; thence run Southeasterly through a central angle of 90°57'18" along the arc of said curve for a distance of 39.69 feet to a point of reverse curvature of a curve; concave Southwesterly having a radius of 1791.84 feet, with a chord bearing of South 76°48'22" East, and a chord distance of 852.44 feet; thence run Southeasterly through a central angle of 27°31'17" along the arc of said curve for a distance of 860.69 feet to a point of tangency; thence run South 63°02'44" East for a distance of 68.37 feet to the point of curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 69°42'59" East, and a chord distance of 36.71 feet; thence run Northeasterly through a central angle of 94°28'35" along the arc of said curve for a distance of 41.22 feet to a point of compound curvature of a curve; concave Westerly having a radius of 370.00 feet, with a chord bearing of North 05°49'07" East, and a chord distance of 212.15 feet; thence run Northerly through a central angle of 33°19'08" along the arc of said curve for a distance of 215.16 feet to a point of reverse curvature of a curve; concave Easterly having a radius of 855.00 feet, with a chord bearing of North 00°45'58" East, and a chord distance of 344.05 feet; thence run Northerly through a central angle of 23°12'51" along the arc of said curve for a distance of 346.41 feet to a point on a nan tangent line; thence run North 69°32'44" West for a distance of 625.69 feet; thence run South 42°14'16" West for a distance of 39.72 feet; thence run South 82°07'45" West for a distance of 127.35 feet; thence run South 82°09'06" West for a distance of 164.00 feet; thence run North 76°26'03" West for a distance of 32.81 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 976.77 feet to a cusp of a curve, concave Northeasterly having a radius of 35.00 feet, with a chord bearing of South 45°46'21" East, and a chord distance of 50.49 feet; thence run Southeasterly through a central angle of 92°19'17" along the arc of said curve for a distance of 56.40 feet

to a point of tangency; thence run North 88°04'01" East for a distance of 75.27 feet to the point of curvature of a curve, concave Southerly having a radius of 1030.00 feet, with a chord bearing of South 84°34'28" East, and a chord distance of 263.84 feet; thence run Easterly through a central angle of 14°43'01" along the arc of said curve for a distance of 264.57 feet to a point on a non tangent line; thence run North 12°47'02" East for a distance of 45.00 feet; thence run North 58°22'48" West for a distance of 115.94 feet; thence run North 42°42'47" West for a distance of 108.10 feet; thence run North 19°04'09" East for a distance of 66.46 feet; thence run North 07°13'19" West for a distance of 226.44 feet; thence run North 39°01'14" West for a distance of 217.22 feet; thence run North 21°00'27" West for a distance of 67.17 feet; thence run North 89°36'43" West for a distance of 40.00 feet to a point on the aforesaid parallel line; thence run North 00°23'17" East along said parallel line for a distance of 531.69 feet to the POINT OF BEGINNING.

Less and except therefrom:

Parcel 123 (fee simple):

The Northerly 50.00 feet of the Southerly 80.00 feet of the Easterly 35.00 feet of the Westerly 118.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Parcel 124 (fee simple):

The Northerly 250.00 feet of the Southerly 50.00 feet of the Easterly 30.00 feet of the Westerly 83.00 feet of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Containing 16,463,762 square feet or 377.96 acres, more or less.

LEGAL DESCRIPTION: PHASE 2, NORTH PARCEL

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence run South 88°49'23" East along the North line of the Northwest Quarter and the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 2995.44 feet to the POINT OF BEGINNING; thence continue South 88°49'23" East along the North line of the Northwest Quarter of the Northeast Quarter of said Section 22 for a distance of 974.43 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 00°20'55" West along the West line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1314.56 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run South 89°00'54" East along the South line of the Northeast Quarter of the Northeast Quarter of said Section 22 for a distance of 1290.91 feet to a point on the West right of way line of Five Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the North line of the Southeast Quarter of aforesaid Section 22; thence run South 00°27'16" West continuing along the aforesaid West right of way line of Five Mile Road for a distance of 1261.38 feet to a point herein after known as POINT A for the purposes of this description; thence departing said West right of way line run North 89°32'44" West for a distance of 1446.45 feet to the point of curvature of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of North 44°32'44" West and a chord distance of 35.36 feet; thence run Northwesterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run North 00°27'16" East for a distance of 85.00 feet to the point of curvature of a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 45°27'16" East and a chord distance of 35.36 feet; thence run Northeasterly through a central angle of 90°00'00" along

the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run South 89°32'44" East for a distance of 4.44 feet; thence run North 00°27'16" East for a distance of 60.00 feet to a point on a non tangent curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of North 42°01'23" West and a chord distance of 36.88 feet; thence run Northwesterly through a central angle of 95°02'42" along the arc of said curve for a distance of 41.47 feet to a point on a non tangent line; thence run North 84°30'02" West for a distance of 60.00 feet to a point on a non tangent curve, concave Westerly having a radius of 1230.00 feet, with a chord bearing of South 05°16'41" West and a chord distance of 9.51 feet; thence run Southerly through a central angle of 00°26'36" along the arc of said curve for a distance of 9.51 feet to a point of compound curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of South 47°45'19" West and a chord distance of 33.91 feet; thence run Southwesterly through a central angle of 85°23'53" along the arc of said curve for a distance of 37.26 feet to a point of tangency; thence run North 89°32'44" West for a distance of 25.37 feet to the point of curvature of a curve, concave Southerly having a radius of 2170.00 feet, with a chord bearing of North 88°43'22" West and a chord distance of 62.32 feet; thence run Westerly through a central angle of 01°38'44" along the arc of said curve for a distance of 62.32 feet to a point on a non tangent curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of North 08°31'58" West and a chord distance of 10.10 feet; thence run Northerly through a central angle of 25°21'56" along the arc of said curve for a distance of 10.18 feet to a point of compound curvature of a curve, concave Easterly having a radius of 1343.00 feet, with a chord bearing of North 08°15'16" East and a chord distance of 192.26 feet; thence run Northerly through a central angle of 08°12'33" along the arc of said curve for a distance of 192.42 feet to a point of tangency; thence run North 12°21'33" East for a distance of 496.83 feet to a point of curvature of a curve, concave Westerly having a radius of 1057.00 feet, with a chord bearing of North 06°24'24" East and a chord distance of 219.22 feet; thence run Northerly through a central angle of 11°54'17" along the arc of said curve for a distance of 219.62 feet to a point of tangency; thence run North 00°27'16" East for a distance of 33.41 feet to a point of curvature of a curve, concave Easterly having a radius of 23.00 feet, with a chord bearing of North 09°54'50" East and a chord distance of 7.56 feet; thence run Northerly through a central angle of 18°55'08" along the arc of said curve for a distance of 7.59 feet to a point on a non tangent curve, concave Southerly having a radius of 4970.00 feet, with a chord bearing of North 86°42'31" East and a chord distance of 85.52 feet; thence run Easterly through a central angle of 00°59'09" along the arc of said curve for a distance of 85.52 feet to a point of compound curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of South 46°10'19" East and a chord distance of 36.34 feet; thence run Southeasterly through a central angle of 93°15'11" along the arc of said curve for a distance of 40.69 feet to a point on a non tangent line; thence run South 89°32'44" East for a distance of 60.00 feet; thence run North 00°27'16" East for a distance of 5.02 feet to a point of curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 44°27'57" East and a chord distance of 34.74 feet; thence run Northeasterly through a central angle of 88°01'23" along the arc of said curve for a distance of 38.41 feet to a point on a non tangent line; thence run North 02°04'51" East for a distance of 60.12 feet to a point on a non tangent curve, concave Northeasterly having a radius of 21.03 feet, with a chord bearing of North 45°30'45" West and a chord distance of 35.95 feet; thence run Northwesterly through a central angle of 117°29'05" along the arc of said curve for a distance of 43.11 feet to a point on a non tangent line; thence run North 89°32'44" West for a distance of 60.00 feet; thence run North 00°27'16" East for a distance of 160.92 feet to a point of curvature of a curve, concave Southwesterly having a radius of 570.00 feet, with a chord bearing of North 20°31'44" West and a chord distance of 408.23 feet; thence run Northwesterly through a central angle of 41°58'00" along the arc of said curve for a distance of 417.50 feet to a point of reverse curvature of a curve, concave Northeasterly having a radius of 1830.00 feet, with a chord bearing of North 32°11'36" West and a chord distance of 592.66 feet; thence run Northwesterly through a central angle of 18°38'16" along the arc of said curve for a distance of 595.28 feet to a point of reverse curvature of a curve, concave Southwesterly having a radius of 910.00 feet, with a chord bearing of North 57°00'13" West and a chord distance of 1021.13 feet; thence run Northwesterly through a central angle of 68°15'31" along the arc of said curve for a distance of 1084.12 feet to a point on a non tangent line; thence run North 01°55'12" West for a distance of 195.02 feet to a point on a non tangent curve, concave Southerly having a

radius of 1105.00 feet, with a chord bearing of North 89°53'19" East and a chord distance of 44.76 feet; thence run Easterly through a central angle of 02°19'15" along the arc of said curve for a distance of 44.76 feet to a point on a non tangent line; thence run North 12°28'30" East for a distance of 79.77 feet; thence run North 16°08'59" East for a distance of 55.53 feet; thence run North 19°09'55" East for a distance of 55.51 feet; thence run North 22°10'57" East for a distance of 55.59 feet; thence run North 25°12'07" East for a distance of 55.59 feet; thence run North 28°15'59" East for a distance of 57.25 feet; thence run North 30°29'27" East for a distance of 24.66 feet; thence run North 32°49'09" East for a distance of 61.08 feet; thence run North 35°59'09" East for a distance of 55.53 feet; thence run North 39°00'05" East for a distance of 55.51 feet; thence run North 42°01'07" East for a distance of 55.59 feet; thence run North 45°02'17" East for a distance of 55.59 feet; thence run North 48°03'28" East for a distance of 55.59 feet; thence run North 51°58'40" East for a distance of 88.74 feet to a point on a non tangent curve, concave Easterly having a radius of 430.00 feet, with a chord bearing of North 08°31'05" West and a chord distance of 144.83 feet; thence run Northerly through a central angle of 19°23'25" along the arc of said curve for a distance of 145.52 feet to a point of tangency; thence run North 01°10'37" East for a distance of 72.34 feet to the POINT OF BEGINNING.

Less and except therefrom:

that parcel described in Official Records Book 851, Page 1455:

Parcel 130 (fee simple):

The Northerly 50.00 feet of the Southerly 900.00 feet of the Westerly 35.00 feet of the Easterly 93.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Containing 5,611,100 square feet or 128.81 acres, more or less.

LEGAL DESCRIPTION: PHASE 2, SOUTH PARCEL

A Parcel of land lying in Section 22, Township 23 South, Range 26 East in Lake County, Florida, being more particularly described as:

Commencing at the aforementioned POINT A; thence run South 00°27'16" West along the aforesaid West right of way line of Five Mile Road for a distance of 120.00 feet to the POINT OF BEGINNING; thence continue South 00°27'16" West along said West right of way line for a distance of 1299.92 feet to a point on the South line of the Southeast Quarter of aforesaid Section 22; thence departing the aforesaid West right of way line run North 89°12'03" West along the South line of said Section 22 for a distance of 2446.12 feet; thence departing said South line run North 00°47'57" East for a distance of 30.00 feet to a point on the perimeter of Parcel 122 as recorded in Official Records Book 845, Page 567 of the Public Records of Lake County, Florida; thence run the following three courses along said perimeter: South 89°12'03" East for a distance of 17.85 feet; thence run North 00°25'00" East for a distance of 50.00 feet; thence run North 89°12'03" West for a distance of 17.52 feet; thence departing the perimeter of said Parcel 122 run North 00°47'57" East for a distance of 393.58 feet; thence run South 89°32'44" East for a distance of 139.12 feet to a point on a non tangent curve, concave Southeasterly having a radius of 85.00 feet, with a chord bearing of North 50°31'08" East and a chord distance of 63.94 feet; thence run Northeasterly through a central angle of 44°11'21" along the arc of said curve for a distance of 65.56 feet to a point on a non tangent line; thence run North 04°16'15" East for a distance of 74.88 feet; thence run North 07°32'24" East for a distance of 56.17 feet; thence run North 10°35'59" East for a distance of 56.18 feet; thence run North 14°17'47" East for a distance of 56.19 feet; thence run North 18°07'12" East for a distance of 56.19 feet; thence run North 18°58'47" East for a distance of 56.27 feet; thence run North 25°35'31" East for a distance of 56.27 feet;

thence run North 25°12'49" East for a distance of 275.14 feet; thence run North 25°12'49" East for a distance of 73.34 feet; thence run North 09°56'25" East for a distance of 87.26 feet to a point on a non tangent curve, concave Northerly having a radius of 2200.00 feet, with a chord bearing of South 84°48'10" East and a chord distance of 363.81 feet; thence run Easterly through a central angle of 09°29'09" along the arc of said curve for a distance of 364.23 feet to a point of tangency; thence run South 89°32'44" East for a distance of 1638.10 feet to the POINT OF BEGINNING.

Less and except therefrom:

Those parcels described in Official Records Book 845, Page 567:

Parcel 129 (fee simple):

The Westerly 35.00 feet of the Easterly 523.26 feet of the Northerly 50.00 feet of the Southerly 80.00 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 23 South, Range 26 East, in the County of Lake, State of Florida.

Containing 2,928,842 square feet or 67.24 acres, more or less.

EXHIBIT B

UTILITY MAINS

[*see immediately following two (2) pages*]

0 750 1500 3000Feet

vhb

Wellness Way Service Area
Wastewater Master Lift Station
And Forcemain Transmission

0 750 1500 3000Feet

vhb

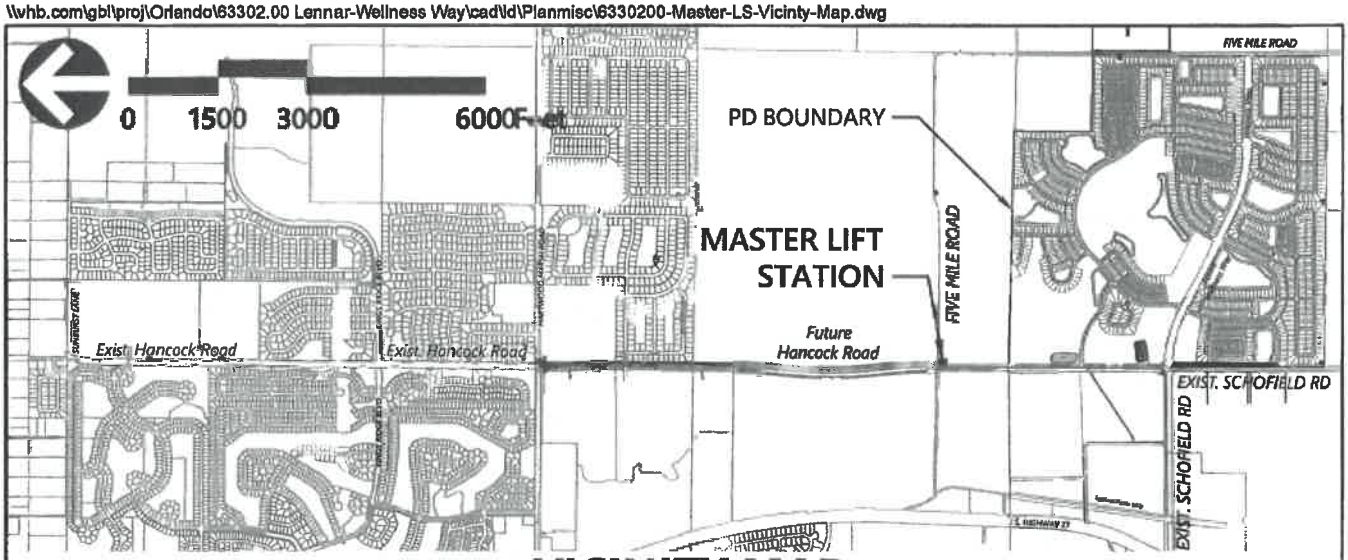
Wellness Way Service Area
Potable Water Distribution System

EXHIBIT C

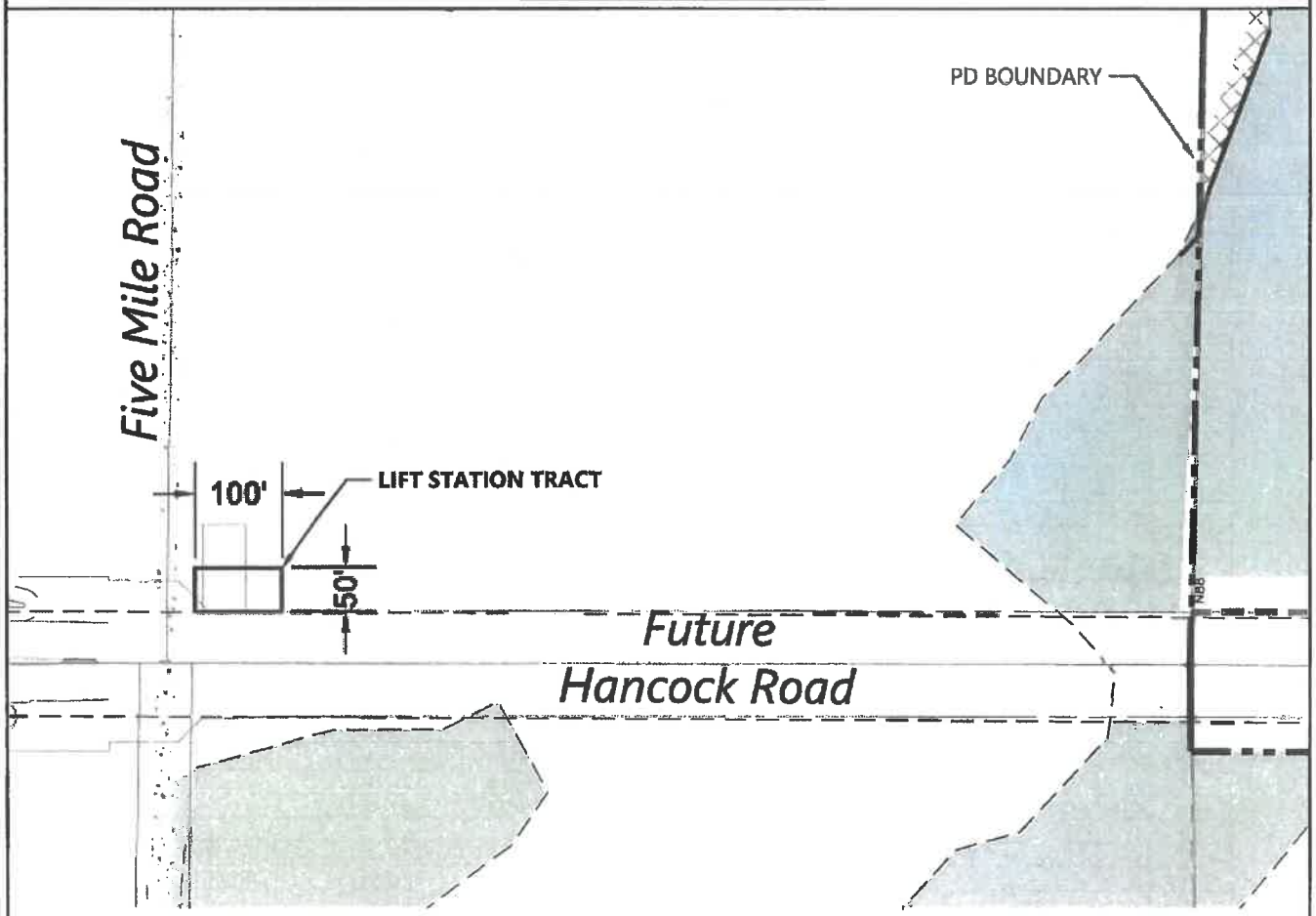
LIFT STATION

[*see immediately following one (1) page*]

\\vhb.com\gbl\proj\Orlando\63302.00 Lennar-Wellness Way\cad\ld\Planmisc\6330200-Master-LS-Vicinty-Map.dwg



VICINITY MAP



SITE PLAN

vhb
225 E. Robinson Street, Suite 300
Orlando, Florida 32801 | 407.839.4006

Wellness Way PD

Exhibit "C"

Master Site Lift Station Location Plan

June 2021

0 100 200 400

Exhibit D (Cost Estimate)

Total Reimbursement: $635,871.98

Wellness Way - Capital Utility Transmission Mains

Item	Description	Qty	Unit	Material Cost	Total Cost (with labor)	SLC I&II (Lennar) Portion	City of Clermont Impact Fee Credit Portion
	ADMINISTRATION						
1	Construction staking	1	LS	$ 60,598.54	$ 60,598.54	$ 60,598.54	$ -
2	Traffic control	1	LS	$ 32,279.73	$ 32,279.73	$ 32,279.73	$ -
3	Mobilization	1	LS	$ 60,498.30	$ 60,498.30	$ 60,498.30	$ -
4	Certified "as-builts"	1	LS	$ 63,926.52	$ 63,926.52	$ 63,926.52	$ -
5	Engineering	1	LS	$ 358,000.00	$ 358,000.00	$ 272,500.00	$ 85,500.00
	WATER						
6	20" DIP	17,912	LF	$ 90.79	$ 2,364,563.12	$ 1,923,077.10	$ 441,486.02
7	12" PVC	1,903	LF	$ 42.50	$ 128,528.62	$ 128,528.62	$ -
8	20" HDPE	1,800	LF	$ 144.51	$ 506,952.00	$ 416,092.30	$ 90,859.70
9	20" PRV	3	EA	$ 68,928.31	$ 206,784.93	$ 196,626.27	$ 10,158.66
10	Air release valve & vault	5	EA	$ 9,247.22	$ 46,236.10	$ 41,736.10	$ 4,500.00
11	Valves and fittings	1	LS	$ 261,825.53	$ 261,825.53	$ 172,957.93	$ 88,867.60
12	Restoration (Bahia)	33,250	SY	$ 2.59	$ 86,117.50	$ 86,117.50	$ -
13	Testing and chlorination	1	LS	$ 14,799.75	$ 14,799.75	$ 14,799.75	$ -
	FORCE MAIN						
14	20" DIP	11,272	LF	$ 137.74	$ 2,028,734.57	$ 955,217.47	$ 1,073,517.10
15	16" DIP	5,738	LF	$ 104.53	$ 782,146.78	$ 426,247.33	$ 355,899.45
16	20" HDPE	2,635	LF	$ 144.37	$ 738,827.65	$ 500,982.50	$ 237,845.15
17	Air release valve & vault	5	EA	$ 9,247.22	$ 46,236.10	$ 40,236.10	$ 6,000.00
18	Valves and fittings	1	LS	$ 84,187.42	$ 84,187.42	$ 41,521.19	$ 42,666.23
19	Pressure testing	1	LS	$ 8,877.96	$ 8,877.96	$ 8,877.96	$ -
20	Remove concrete @ 4"	21,965	SF	$ 0.77	$ 16,913.05	$ 16,913.05	$ -
21	5' sidewalk	4,393	LF	$ 19.77	$ 86,849.61	$ 86,849.61	$ -
22	Restoration (Bahia)	26,250	SY	$ 2.59	$ 67,987.50	$ 67,987.50	$ -
	Duplex Lift Station (downsized from 160HP to 12 HP pumps)						
23	Piping	1	LS	$ 118,000.00	$ 118,000.00	$ 118,000.00	$ -
24	Electrical	1	LS	$ 56,000.00	$ 56,000.00	$ 204,000.00	$ (148,000.00)
25	Generator	1	LS	$ 70,000.00	$ 70,000.00	$ 228,000.00	$ (158,000.00)
26	RTU	1	LS	$ 108,205.00	$ 108,205.00	$ 108,205.00	$ -
27	Pumps	1	LS	$ 143,000.00	$ 143,000.00	$ 480,000.00	$ (337,000.00)
28	Wet well / Valve vault / Agregate	1	LS	$ 126,000.00	$ 126,000.00	$ 126,000.00	$ -
29	Fence / wall	1	LS	$ 13,000.00	$ 13,000.00	$ 13,000.00	$ -
30	Driveway / curb	1	LS	$ 7,300.00	$ 7,300.00	$ 7,300.00	$ -
31	Crane & trench box	1	LS	$ 20,500.00	$ 20,500.00	$ 20,500.00	$ -
32	Installation	1	LS	$ 7,300.00	$ 7,300.00	$ 7,300.00	$ -
33	Water service	1	LS	$ 1,350.00	$ 1,350.00	$ 1,350.00	$ -
	Capital Triplex Lift Station						
34	Piping	1	LS	$ 156,000.00	$ 156,000.00	$ -	$ 156,000.00
35	Electrical	1	LS	$ 247,000.00	$ 247,000.00	$ -	$ 247,000.00
36	Generator	1	LS	$ 228,000.00	$ 228,000.00	$ -	$ 228,000.00
37	RTU	1	LS	$ 114,000.00	$ 114,000.00	$ -	$ 114,000.00
38	Pumps	1	LS	$ 720,000.00	$ 720,000.00	$ -	$ 720,000.00
39	ww / vv / aggregate / seals etc...	1	LS	$ 126,000.00	$ 126,000.00	$ -	$ 126,000.00
40	Fence / wall	1	LS	$ 15,000.00	$ 15,000.00	$ -	$ 15,000.00
41	Driveway / curb	1	LS	$ 7,300.00	$ 7,300.00	$ -	$ 7,300.00
42	Crane & trench box	1	LS	$ 20,500.00	$ 20,500.00	$ -	$ 20,500.00
43	Installation	1	LS	$ 7,300.00	$ 7,300.00	$ -	$ 7,300.00
44	Water service	1	LS	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00
				SUBTOTAL	$ 10,365,126.28	$ 6,928,226.37	$ 3,436,899.92
				10% CONTINGENCY	$ 1,036,512.63	$ 692,822.64	$ 343,689.99
				TOTAL	**$ 11,401,638.91**	**$ 7,621,049.00**	**$ 3,780,589.91**

EXHIBIT E

PERMITTED ASSIGNEES

1. Wellness Way Community Development District
2. Lennar Homes, LLC

SECTION B

Lighting Proposal

Project Number 23001DE1F

DE1 Contact: Gerald Rooks
Address: 3300 Exchange Place Lake Mary, Fl 32746
Phone: (407) 754-7114 <gerald.rooks@duke-energy.com>

April 25, 2023

Billing Address	
Customer	Wellness Ridge Community Development District
Address	219 E Livingston St
	Orlando, FL 32801
Contact:	Lane Register
Phone:	(352) 396-5813
Email:	Lane.Register@Lennar.com

Work Site Address	
Site Name	**Wellness Ridge PH1B**
Address	Wellness Way
City, St, Zip Code	Clermont, FL 34714

NET NEW INVENTORY

Quantity	Product Description
106	50W Open Monticello Dark Sky Compliant LED, Type III, 3000K + Photocell
106	16' OAL Direct Bury Aluminum Pole

Project Scope
Furnish and install (106) 50W Open Monticello Dark Sky Compliant Type III LED Light Fixtures and 16' Aluminum Poles
Furnish and install conduit and conductors to electric meter locations
Note: includes 13 developer-installed road crossings

Pricing			
CIAC (due upon acceptance)	Monthly Fee	Monthly Maintenance	Term of Contract
$0	$5,185	included	240 months

In order to proceed with this proposed lighting construction we require an authorized signature on this document and any subsequent documents associated with this project. Do not remit payment with this form. Please return the signed documents via email or post to the Duke Energy contact listed above.

All pricing is valid for thirty (30) days from the date of the proposal and subject to change after 30 days.

Duke Energy will call for locate of all public facilities. Any customer-owned utilities would need to be located and marked at customer expense.

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature _____ Date 1/8/24

(Please sign and date to approve this proposal and return to the mailing address above)

Wellness Ridge PH1B 23001DE1F Lighting Services Agreement

THIS LIGHTING SERVICES AGREEMENT ("Agreement") is entered into this 25th day of April, 2023 (the "Effective Date") between **Duke Energy One, Inc.**, a Delaware corporation, having a physical address at 3300 Exchange Place, Lake Mary, FL 32746 and **Wellness Ridge Community Development District**, a Florida corporation having a physical address at 219 E Livingston St, Orlando, FL 32801. Duke and Customer are hereinafter each referred to as a "Party" and collectively as the "Parties."

WHEREAS, Customer desires for Duke to provide lighting equipment and services as a managed service ("Services") to Customer at one or more of its locations (each a "Site") as defined and set forth in the applicable Exhibits which shall be attached to this Agreement from time to time;

WHEREAS, Duke is willing to provide certain specified equipment and the Services in accordance with the terms and conditions defined below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Scope of Services**. Duke shall provide various Services from time to time, including all of the following: (a) the installation of equipment as identified in an applicable Exhibit (the "Equipment"); (b) the operation of the Equipment; and/or (c) the maintenance, repair and replacement of the Equipment. The Services to be provided by Duke shall be described in an applicable Exhibit to this Agreement.

2. **Exhibits to the Agreement.** Each Exhibit shall be signed by both Parties. All Exhibits executed by the Parties that reference this Agreement are incorporated into this Agreement by reference and intended to be binding on the Parties hereto.

3. **Payment**. Duke's compensation for the Services shall be described in the applicable Exhibit. Duke will bill Customer on a monthly basis or as Services are performed. Invoices shall be due and payable on terms specified in the applicable Exhibit. Overdue amounts shall be subject to a late fee each month equal to a percentage specified in the Exhibit for any unpaid balance.

4. **Term and Termination**.

   A. The term of this Agreement shall continue for so long as any Exhibit remains in force and effect. Each Exhibit may specify a term for the provision of Services as specified in the applicable Exhibit (the "Exhibit Term") to continue after the Commencement Date (as defined in the applicable Exhibit). This Agreement and each such Exhibit shall continue in force and effect unless otherwise terminated as provided herein. If either Party breaches any material provision of this Agreement or an Exhibit, including payment obligations, which material breach remains uncured for a period of thirty (30) days following receipt of written notice, the non-breaching Party may terminate this Agreement and such Exhibit and exercise all available remedies including, in the event of breach by the Customer, immediate removal by Duke of all its Equipment.

   Customer shall have the right to terminate this Agreement and any Exhibit Term has expired by (a) providing a minimum of ninety (90) days written notice prior to termination and (b) paying the termination fee ("Termination Fee") specified in the applicable Exhibit, plus paying the then current value of the Equipment at the Fair Market Value of the Equipment as determined pursuant

to Section 4.E. below. In the event of any such termination, Duke shall be paid for all Services provided prior to the effective date of termination in addition to the applicable Termination Fee. Upon Duke's receipt of payment in full of all of Customer's payment obligations, including the applicable Termination Fee.

B. Upon Duke Energy's receipt of payment in full of all of Customer's payments obligations, including applicable Termination Fee, Customer shall own the Equipment on an "AS IS" basis and agrees to indemnify Duke Energy from any and all claims, obligations and liabilities arising from such Equipment after such termination date.

C. Each Exhibit also shall be terminated immediately upon the occurrence of: (i) insolvency of either of the Parties, and (ii) changes in laws, regulations or governmental restrictions which would make the providing of the applicable Services impossible or impractical for Duke, or (iii) any act which jeopardizes Duke's title to or rights in the Equipment.

D. Duke may terminate this Agreement for its convenience and benefit by providing at least ninety (90) days prior written notice to Customer. Such termination by Duke shall not relieve Customer of Customer's obligation to pay Duke for Services performed up to the date of termination. Upon such termination, Customer shall own the Equipment on an "AS IS" basis and agrees to indemnify Duke Energy from any and all claims, obligations and liabilities arising from such Equipment after such termination date.

E. At least sixty (60) days prior to the expiration of the Exhibit Term of each Exhibit or any extensions, Customer shall send notice to Duke of its choice of the options indicated below. If Customer fails to issue such notice in a timely manner, or if the option selected by Customer is not accomplished within a period not to exceed sixty (60) days after the date Customer's notice is received, Duke may, at its option and in Duke's sole discretion, abandon the Equipment in place. Such abandonment will serve to transfer title and all rights and obligations incident thereto to Customer. Customer agrees to accept title to any Equipment so abandoned on an "AS IS" basis and agrees to indemnify Duke against any and all claims, obligations or liabilities related to such Equipment after such date. With the issuance of timely notice, Customer has the option to:

(i) Request that Duke remove the Equipment from the Site, solely at Customer's expense and at no cost or expense to Duke;

(ii) Enter into a new Exhibit under the terms agreeable to both Parties in each Party's discretion; or

(iii) Purchase the Equipment at Fair Market Value.

As used in this Section, including the circumstances of Customer's termination of an Exhibit before the Exhibit Term has expired under Section 4.B., the term "**Fair Market Value**" shall mean the price which a willing buyer (who is neither a lessor (whether or not in possession), nor lender (whether or not in possession) nor a used equipment dealer) would pay for the Equipment in an arm's length transaction to a willing seller under no compulsion to sell; provided however, that in such determination:

(i) the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under this Agreement;

(ii) the Equipment will be valued on an installed and in place basis; and

(iii) costs of removal of the Equipment from the current location shall not be a deduction from such valuation.

If the Parties are not able to agree on the Fair Market Value at least sixty (60) days prior to the expiration of the Exhibit Term or sixty (60) days prior to the early termination date elected by Customer under Section 4.B., Duke and customer shall agree upon an independent appraiser (reasonably acceptable to Duke and Customer) to determine the Fair Market Value, and that determination shall be final, binding and conclusive on both Parties. Duke and Customer shall equally share all costs associated with any such appraisal.

5. **Customer's Duties**. Customer shall provide reasonable access to the Site at all times for Duke to perform the Services, including access for all vehicles (including, but not limited to, cranes and other heavy construction vehicles), tools, materials and supplies reasonably required for maintenance of the Equipment. Customer shall provide a location on the Site for installation of Equipment, as well as reasonable lay-down area to store parts and perform the Services. Any additional costs incurred by Duke due to inadequate access to the Site shall entitle Duke to an equitable adjustment in its installation schedule and the compensation. Customer shall promptly furnish Duke with all information necessary for Duke to perform the Services, and Duke shall be entitled to rely upon such information. Duke shall have the right to suspend Services or adjust the schedule accordingly due to inadequate access to the Site, if any necessary information is not promptly provided, or if the safety of any person or property might be jeopardized by continuing with the Services. Customer shall be responsible for site restoration including landscape or irrigation removal, replacement or repair.

6. **Ownership Rights**. Duke shall retain title to all Equipment provided by Duke pursuant to this Agreement, including all enhancements and accessories thereto, notwithstanding the fact that the Equipment or any part thereof may become in any manner attached to, embedded in or resting on any real property or building of Customer. Customer shall take no affirmative actions that result in the Equipment, and all enhancements and accessions thereto, being encumbered by any liens, encumbrances, or claims of any kind. To evidence Duke's right, title and interest in and to the Equipment, Duke intends to file UCC-1 financing statements in such jurisdictions as Duke determines are reasonably necessary. In order to secure the due payment and performance of all of the indebtedness, liabilities and obligations, whether now existing or hereafter arising, of Customer to Duke, under this Agreement (including all schedules and Exhibits), including, without limitation, payment of the Termination Fee and Fair Market Value of equipment. Customer hereby grants to Duke a lien on and security interest in the Equipment and in all accessions and additions thereto and all substitutions and replacements thereof and all proceeds of the foregoing, including, without limitation, insurance proceeds. Customer hereby authorizes Duke, at Duke's expense, to file and record UCC-1 financing statements, continuation statements and such other notices and documents as may be necessary indicating the interest of Duke in the Equipment and/or to perfect, confirm, maintain or protect such security interest. Further, Customer agrees to execute and deliver to Duke such other instruments and documents as Duke shall reasonably request to evidence such interest of Duke in the Equipment and to perfect, confirm, maintain or protect such security interest. Customer shall not make any alterations, additions or improvements to the Equipment without Duke's prior written consent. Upon transfer of the Equipment to Customer or upon any termination of this Agreement or an Exhibit, Duke agrees to terminate any UCC-1 financing statements filed to secure Duke's interest in the Equipment within twenty (20) days after request by Customer.

7. **Financial Condition**. If Customer's financial condition declines in any material respect at any time during any Exhibit Term, such that Duke has reasonable grounds for concerns about its Equipment or Customer's ability to perform any of its obligations under this Agreement or an applicable Exhibit, Duke may request, in writing, and subject to a confidentiality agreement being in full force and effect, that Customer provide annual audited financial statements prepared in accordance with generally accepted accounting principles ("**GAAP**") and quarterly unaudited consolidated financial statements prepared in accordance with GAAP (subject to normal year-end adjustments and the omission of footnotes) within one hundred twenty (120) days after the end of each fiscal year and 60 days after the end of each fiscal quarter, as applicable, and in each case fairly presenting the financial condition of the Customer, and certified by the chief financial officer or other appropriate officer of the applicable entity; provided, however, in the event such entity is required to make its annual audited and quarterly unaudited financial statements available to the public, then Duke shall use public sources to obtain such information.

8. **Safety**. Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area of the Site where any Equipment, in support of the Services, is stored or situated. Duke will ensure that all Occupational Safety and Health Act requirements are adhered to during construction, installation, maintenance, repair and replacement of the Equipment at the Customer's Site. Customer shall promptly notify Duke of any events or problems, other than that of a routine nature, relating to the operation and maintenance of the Equipment, which come to Customer's attention. Customer shall not permit its employees, contractors or others to tamper with, adjust, or change any of the Equipment.

9. **Warranty.** Duke shall perform the Services (i) in a professional, safe, diligent, and workmanlike manner consistent with the highest industry standards, (ii) free of material defects and errors, (iii) in compliance with all applicable laws, rules, permits, approvals, codes, regulations, and ordinances, and (iv) in such a way as to minimize unreasonable interference with the operation of the Customer's Site. Duke shall obtain all federal, state, local and municipal permits, licenses and approvals required in connection with any construction, installation, or maintenance work. The Equipment provided by Duke shall be in good working order and free of material defects and errors. Except as otherwise provided in this Agreement or any applicable Exhibit, Duke makes no other warranties or representations, whether statutory, express, or implied.

WITH REGARD TO EQUIPMENT PROVIDED BY DUKE FOR CUSTOMER IN CONNECTION WITH DUKE'S PERFORMANCE OF THIS AGREEMENT, THE ONLY WARRANTIES APPLICABLE TO THE EQUIPMENT ARE THOSE WARRANTIES, IF ANY, PROVIDED IN THIS AGREEMENT, ANY APPLICABLE EXHIBIT, AN THOSE MADE BY THE APPLICABLE MANUFACTURERS OF SUCH EQUIPMENT. DUKE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Limitation of Liability**. EXCEPT FOR DUKE'S INDEMNIFICATION OBLIGATIONS IN SECTION 20 BELOW, DUKE'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, SHALL IN NO CASE EXCEED THE TOTAL AMOUNT OF FEES FOR THE SERVICES AND EQUIPMENT (INCLUDING MONTLY FEES AND ANY CONTRIBUTION IN AID OF CONSTRUCTION OR OTHER CONTRUCTION FEES) ACTUALLY PAID BY CUSTOMER TO DUKE DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, AND CUSTOMER HEREBY

RELEASES DUKE FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THIS MONETARY LIMITATION SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

NEITHER DUKE NOR CUSTOMER SHALL NOT BE LIABLE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE RELATING TO THE SERVICES OR THIS AGREEMENT, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL LOSS OR DAMAGE, ANY DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT, OR ANY LOSS OF USE OF PROPERTY OR EQUIPMENT.

ALL OF THE PROVISIONS OF THIS AGREEMENT PROVIDING FOR LIMITATION OF OR PROTECTION AGAINST LIABILITY OF DUKE SHALL ALSO PROTECT ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AFFILIATES, AND SHALL APPLY REGARDLESS OF THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF DUKE, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AFFILIATES.

THE PROVISIONS OF THIS SECTION 10 SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

11. **Protection of Equipment**. Customer shall protect the Equipment from and shall be liable for loss or damage to the Equipment while the Equipment is on Customer's property, resulting from the gross negligence or intentional misconduct of Customer, vandalism or weather-related damage.

12. **Assignment; Subcontracting**. This Agreement shall inure to the benefit of and be binding on the Parties and their successors and assigns. Neither Party shall assign all or any portion of this Agreement without the prior written consent of the other Party, except that either Party may assign the Agreement without such consent to its successor by merger, or to an entity acquiring all or substantially all of its assets or to its parent or a wholly owned subsidiary; provided however, following an assignment to a parent or other subsidiary, the assigning Party shall remain liable for the performance of this Agreement by such parent or subsidiary. Duke may use subcontractors to perform the Services, but Duke shall continue to be responsible for the performance of the Services.

13. **Site Ownership**. Customer represents that it (i) has easement interests for use of the Site, or (ii) is authorized to bind and does bind (or will bind prior to the occurrence of any loss or damage thereto) all persons or entities currently having, or acquiring in the future any legal or equitable interest or right to occupy the Site, to the releases and limitations of liability set forth in this Agreement. If Customer fails to bind to this limitation any third party having, or hereafter acquiring, any interest in the Site, Customer agrees to indemnify, defend and hold Duke harmless from and against such liability to the extent that it would cause Duke's total liability to exceed the limit of liability stated in this Agreement.

14. **Waiver**. The failure of either Party to insist upon performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such a right in the future.

15. **Confidentiality**. Information disclosed by either Party to the other may include confidential or proprietary information of such Party or third parties to whom it is bound by written obligations of confidentiality ("Confidential Information"). If such Confidential Information is specifically labeled as proprietary or confidential, the Party receiving such Confidential Information shall keep

it in confidence and shall not disclose it to any third party for a period ending two (2) years after completion of the applicable Services. Neither Party shall be obligated to maintain the confidentiality of any Confidential Information if: (a) the information was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no legal obligation to protect the confidentiality of such information; (b) the information is independently developed by the receiving Party without the utilization of the Confidential Information; (c) the information is or becomes public knowledge without the fault of the receiving Party; (d) the information is or becomes available to the receiving Party from another source without breach of any legal obligation to protect such information; or (e) the information is further disclosed by the receiving Party pursuant to a legal or other governmental requirement and the receiving Party gives reasonable prior notice to the disclosing Party of such legal or other government requirement to make such further disclosure, promptly in writing, and prior to making any such disclosure, so that the disclosing Party may seek and obtain appropriate relief to limit or narrow disclosure and to obtain a protective order to prevent publication.

16. **Delays**. In no event shall Duke be responsible for any damages arising out of any failure to perform or delay due to any cause beyond Duke's reasonable control, including but not limited to riot, war, public emergency, fire, earthquake, acts of God, governmental restrictions, labor disturbances, strikes, delays in delivery of Equipment, or any act or failure to act by Customer or any third party. In such an event, Duke shall be entitled to an extension of time necessary to overcome the cause of the failure to perform or delay.

17. **Survival; Severability**. All Sections of this Agreement providing for indemnification, confidentiality or limitation of liability shall survive termination, cancellation or expiration of this Agreement or any Exhibit to this Agreement. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable for any reason, the invalid provision or part thereof shall be stricken from the Agreement, and the remainder of the Agreement or provision shall be valid and enforceable to the fullest extent permitted by law.

18. **No Publication**. Customer shall not use Duke's name or the fact that Duke is performing Services for Customer in any press releases, media statements or public communications or otherwise publicize this Agreement without Duke's prior written consent. Customer shall not use Duke's (including its subsidiaries and affiliates) name, logos, trademarks, service marks, trade names or trade secrets in any way without Duke's prior written consent, and Duke shall not be deemed to have granted Customer a license of, or granted Customer any rights in, any of the foregoing by entering into this Agreement.

19. **Insurance**. Duke represents and warrants that it has met all requirements under Florida law with regard to workers' compensation and automobile liability coverage. Duke is self-insured for workers' compensation, automobile liability and general liability coverage.

20. **Indemnification.** Duke shall indemnify, defend, protect, and hold harmless Customer, Customer's successors and assigns, and their respective members, managers, officers, directors, shareholders, employees, representatives, affiliates, attorneys, and agents from and against any and all claims, liabilities, and expenses (including litigation costs and reasonable attorney's fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or alleged to arise from the negligence or intentional misconduct of Duke or others acting on behalf of Duke in connection with the construction, installation, maintenance, repair, and replacement of the Equipment or other Services at the Customer's Site; provided, however, the foregoing shall not apply to the extend any claims, liabilities, and expenses are caused by the sole negligence or intentional misconduct no the part of Customer or others acting on behalf of Customer.

21. **Notices**. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the Parties at:

Duke Energy One, Inc.

3300 Exchange Place
Lake Mary, FL 32746

Attn: Dennis Bonet

Wellness Ridge Community Development District
219 E Livingston St
Orlando, FL 32801

Attn: Lane Register

22. **Entire Agreement**. The Parties acknowledge that this Agreement and all Exhibits agreed to by the Parties constitute the entire agreement between the Parties and supersede all previous agreements and understandings concerning the Services. The terms and conditions of any purchase order or the like issued by Customer are superseded by the terms and conditions of this Agreement.

23. **Counterparts; Facsimile and PDF signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution by either facsimile signature or photocopy signature embodied in a pdf executed document shall be deemed to be (and shall have the same effect as) execution by original signature; provided however, the original signature must be transmitted to the other Party within five (5) calendar days following submission of a facsimile or pdf photocopied signature.

24. **Governing Law**. This Agreement shall be governed by the internal laws (as opposed to the conflict of law provisions) of the State of Florida. **NO ACTION MAY BE BROUGHT BY EITHER PARTY FOR BREACH OF THIS AGREEMENT OR ANY COVENANT OR WARRANTY ARISING THEREFROM MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DUKE ENERGY ONE, INC.

By: _____
Dennis Bonet

Title: Manager, Outdoor Lighting Sales

Date: _____

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Lane Register

Title: ~~Director of Land Development~~ Vice Chairman

Date: 1/8/24

Exhibit Number 1

This **EXHIBIT NUMBER 1 ("Exhibit 1")** is entered into as of April 25, 2023 the ("Effective Date") by and between **Wellness Ridge Community Development District** ("Customer") and **Duke Energy One, Inc.** ("Duke"). This Exhibit is issued pursuant to the Lighting Services Agreement dated as of April 25, 2023 which is hereby incorporated in Exhibit 1 by reference and shall be governed by the terms and conditions set forth therein. However, in the event of any conflict between the terms and conditions of the Lighting Services Agreement and this Exhibit 1, this Exhibit 1 shall prevail.

Duke Energy and Customer intend for Duke to construct and install the Equipment at the Site in accordance with (i) the lighting plans set forth in Exhibit A attached hereto; provided, however, the lighting plans subject to revision upon mutual agreement of Duke Energy and customer, and (ii) the estimated construction schedule set forth in Exhibit B attached hereto.

Scope of Services:

Duke shall design, procure, construct, install, own, maintain, repair, and replace the roadway lighting fixtures, light poles brackets, and related equipment ("Equipment") at Customer's facility located at Wellness Way, Clermont, FL 34714 ("Site") to provide the Equipment and Services as a managed service for the Exhibit Term defined below.

Duke shall provide the labor, supervision, equipment, materials and transportation necessary for the design, procurement, construction, installation, maintenance, repair, and replacement of the Equipment at the Customer's Site (the "Services"). Customer shall provide, at no cost to Duke, any plans, specifications, drawings, or information that may be necessary or useful in the performance of the Services that are in Customer's possession.

The Equipment shall only be approved for use by Customer upon: (i) completion of installation, (ii) connection to Duke's electric facilities and (iii) testing by Duke. Duke shall test the Equipment to ensure that it is in proper working order. The Exhibit Term will begin on the date the installation is complete and the Equipment has been successfully tested by Duke ("Commencement Date"). In the event Customer is unable to provide a time for the Equipment to be tested within thirty (30) days immediately following completion of the installation activities, the Commencement Date will be established as the 31st day following completion of installation. Duke shall confirm the Commencement Date in writing in such form as may be reasonably requested by Customer at any time after the Commencement Date has occurred.

Statement of Work:

Equipment to be Installed:

Duke will provide the following Equipment:

Quantity	Product Description
106	50W Open Monticello Dark Sky Compliant LED, Type III, 3000K + Photocell
106	16' OAL Direct Bury Aluminum Pole

Additional Information:

- All installation and maintenance work shall be done during normal business hours Monday through Friday 8:00AM to 5:00PM
- Permits or associated fees are not included
- Site restoration including landscape or irrigation removal, replacement or repair is excluded

Customer Responsibilities:

Customer will be responsible for the coordination of the following pertaining to the installation and testing of the Services or Equipment.

1. Provide best available drawings of the existing facilities at the Site.
2. Provide reasonable and timely access to the Site.
3. Obtain necessary approvals and perform all coordination and communications as required of property owner and/or building tenants to allow Duke to perform its obligations under this Exhibit, if Customer is not the Site owner.
4. Provide an acceptable date for testing the Equipment within thirty (30) days of the completion of installation activities.
5. Make payment for repairs due to vandalism at Duke's cost invoiced to Customer for Duke's time and material.

Compensation and Term:

Duke will provide the Services to the Customer for a firm monthly fee of $5,185 (Fifty-One Hundred, Eighty-Five Dollars) per month plus applicable taxes for two hundred and forty (240) months ("**Exhibit Term**"). The Exhibit Term will begin on the date the installation is complete and Equipment has been commissioned ("Commissioning Date"). Customer agrees to pay $0 Contribution in Aid of Construction (CIAC) prior to commencement of construction. At the end of the Exhibit Term, ownership of the equipment will transfer to the customer. Upon termination of the Exhibit Term the customer agrees to authorize a monthly equipment service fee of $ tbd per month for warranty of light fixtures.

All payments will be due and payable within thirty (30) days of the date of the invoice, including the payment of any applicable Termination Fee (defined below). Overdue amounts will be assessed a late payment charge of 1.5% each month for any unpaid balance.

Termination Fee:

If Customer exercises its option to terminate the Services prior to the end of the Exhibit Term, Customer agrees to pay Duke, in lieu of any other amounts which would have otherwise become due for the remaining Services, the amount calculated below (the "Termination Fee").

> The Termination Fee will be calculated by taking the net present value of Customer's payments remaining in the Exhibit Term calculated assuming a discount rate of 12% per year, plus the then current Fair Market Value of the Equipment, as determined pursuant to Sections 4.B. and 4.E. of the Agreement.

This **Exhibit 1** is valid for signature by Customer no later than April 25, 2023 unless otherwise extended in writing by Duke.

IN WITNESS WHEREOF, the Parties have caused this **Exhibit 1** to be executed by their duly authorized representatives as of the date first above written.

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

By: _____
(type/print) Lane Register
Title: ~~Director of Land Development~~ Vice Chairman
Phone: (352) 396-5813
Fax: _____

DUKE ENERGY ONE, INC.

By: _____
(type/print): Dennis Bonet
Title: Manager, Outdoor Lighting Sales
Phone: (407) 942-9368
Fax: _____

Acceptance Certificate

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT, a Florida corporation (Customer) agrees that the Equipment provided by Duke in **Exhibit 1** of the Lighting **Services Agreement** executed by the Parties on April 25, 2023 has:

i. been completely installed,

ii. been properly connected to the electric facilities, and

iii. successfully completed and passed testing by Duke.

Customer acknowledges that the Equipment has been installed at Wellness Way, Clermont, FL 34714 **("Site")** in accordance with the standards/parameters as established in the **Exhibit 1.**

The acceptance date of the Equipment provided under **Exhibit 1** to the **Lighting Services Agreement** is April 25, 2023.

WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Lane Register

Title: Vice Chairman ~~Director of Land Development~~

DUKE ENERGY ONE, INC.

By: _____
Dennis Bonet

Title: Manager, Outdoor Lighting Sales

August 23, 2022

Duke Energy Florida, LLC ("DEF"), Customer Disclosure Authorization and Disclaimer

Duke Energy Florida, LLC, ("DEF") Customer Disclosure Authorization and Disclaimer
Duke Energy Florida, LLC (DEF) and its affiliates offer optional, market-based products and services that are separate from the regulated services provided by DEF. These services are not regulated by Florida Public Service Commission. Purchasers of these products will receive no preference or special treatment from DEF for regulated services. A customer does not have to buy these products or services from DEF or its affiliates in order to receive the same safe and reliable electric service from DEF. Nonpayment for these products or services may result in removal from the program, but will not result in disconnection of electric service. These goods or services may also be available from other non-Affiliated suppliers.

DEF and its affiliates require Customer authorization before they can use customer data associated with the Customer account(s) residing in any DEF files, systems or databases for the purpose of offering products or services to the Customer. DEF will also provide this data on a non-discriminatory basis to any other person or entity, but only upon the Customer's request. DEF will not be obligated to provide the data to customer specified entity, if that entity declines acceptance of such information.

By authorized customer signature or affirmative email reply, the Customer authorizes DEF to disclose data associated with the Customer account(s) residing in any DEF files, systems or databases to its affiliates or nonpublic utility operations for the purpose of obtaining information to evaluate and offer or market both current and future energy-related products or services to the Customer. In Addition, you authorize DEF and its affiliates to deliver marketing messages about products and/or services by email, mail, or direct-dial telephone notwithstanding any prior request that your phone number or other contact information be included on any state or national Do Not Call Registry. The Customer retains the right to revoke at any time this authorization, which will remain effective until rescinded by the customer.

AGREED TO AND ACKNOWLEDGED BY AUTHORIZED CUSTOMER REPRESENTATIVE BY SIGNATURE OR AFFIRMATIVE EMAIL REPLY:

Print Company Name: Wellness Ridge CDD

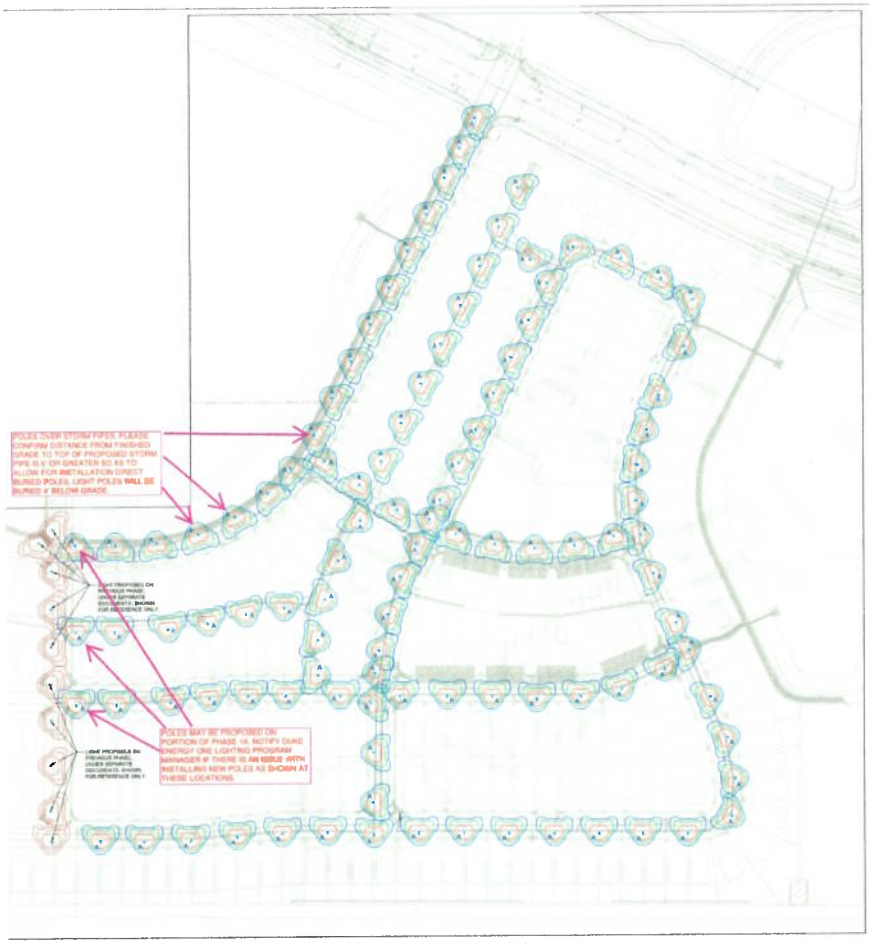
Signature:

Print Name: Lane Register

Print Title: Vice Chairman

Date: 1/8/24

Unless otherwise noted, the consent applies to all accounts for the customer listed.



Photometric Template Coverage Plan
Scale : 1" = 100'

Luminaire Schedule								
Symbol	Label	Qty	LLF	Description	Wattage	Lamp	Color	Mounting Height (AFG)
	A	126	0.949	50W TYPE III LED OPEN MONTICELLO 4CCT 3000K	56	LED LIGHT ENGINE	BLACK	12'

General Notes:

1. Poles are Aluminum 16' OAL direct buried tenon top with a fixture mounting height of 12' AFG, black in color
2. Pole setback shall be 4' from BOC unless noted or shown otherwise.

PRELIMINARY

0 50 100 200
SCALE: 1" = 100'

DUKE ENERGY. ONE Outdoor Lighting Solutions

Wellness Ridge PH1B - Site Lighting Plan

Clermont, FL

Designer: Christopher Cardell
Date: January 12, 2023
Scale: 1" = 100'
Drawing No.: SLC-01

Light Dimension Plan
Scale : 1" = 100'

General Notes:

1. Poles are Aluminum 16' OAL direct buried tenon top with a fixture mounting height of 12' AFG, black in color
2. Pole setback shall be 4' from BOC unless noted or shown otherwise.

Light Fixture Information

PRELIMINARY

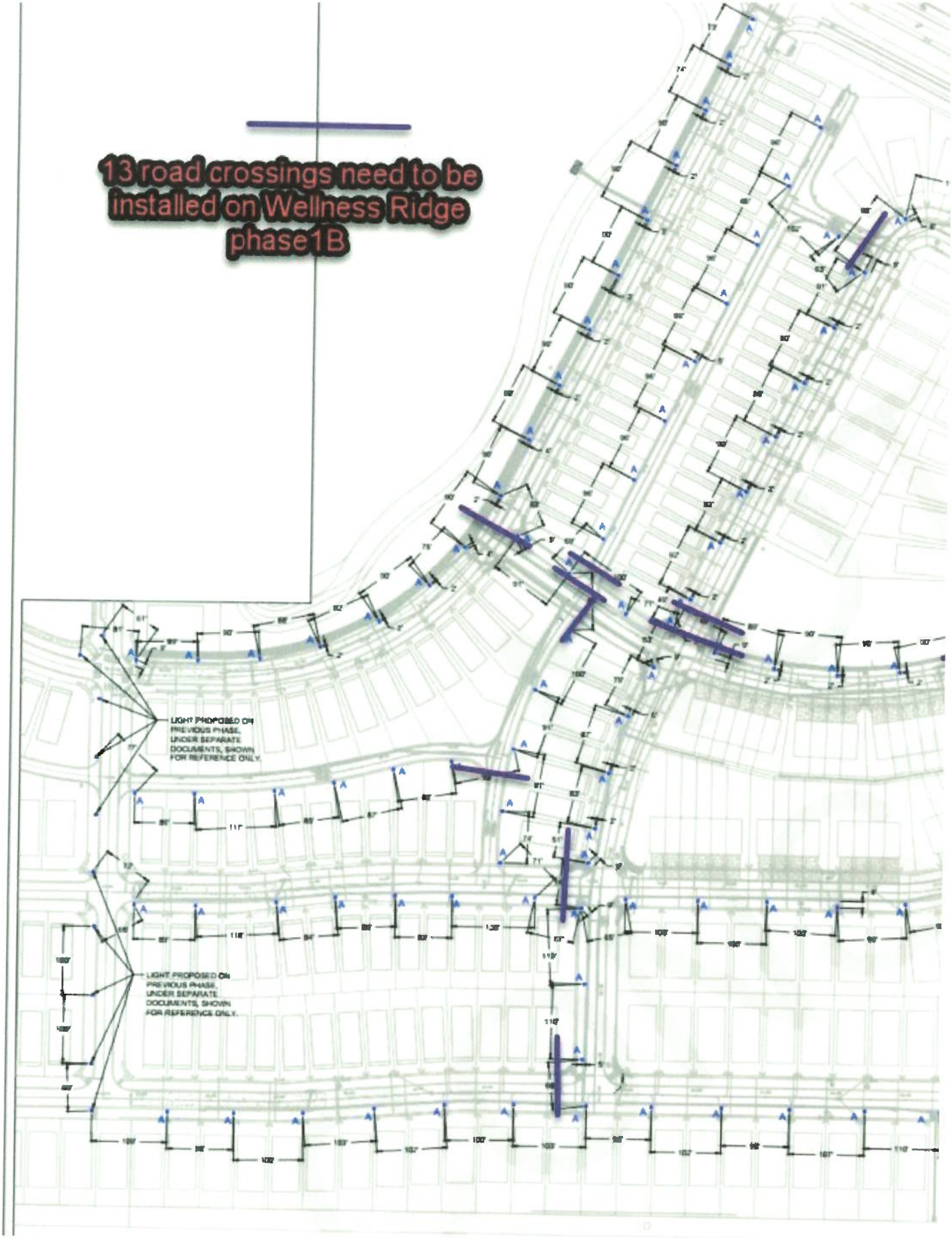
SCALE: 1" = 100'

DUKE ENERGY. ONE
Outdoor Lighting Selections

Wellness Ridge PH1B - Site Lighting Plan
Clermont, FL

Designer: Centerline Corded
Date: January 13, 2023
Scale: 1" = 100'
Drawing No.: SLC-02
2 of 2

13 road crossings need to be installed on Wellness Ridge phase1B



SECTION C

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer ~~to~~ the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: 154893 Application No(s): 003

Project Name: Wellness Way Phase (if applicable): 1A

A. Request to Transfer: The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____ Signature of Permittee

Lennar Homes LLC
Company Name

407-596-4063/rob.bonin@lennar.com
Phone/email address

Rob Bonin, Authorized Agent
Name and Title

6675 Westwood Blvd., 5th Floor
Company Address

Orlando, FL 32821
City, State, Zip

B. Agreement for System Operation and Maintenance Responsibility: The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____ Signature of Representative of O&M Entity

LANE REGISTER, VICE CHAIRMAN
Name and Title

lane.register@lennar.com
Email Address

352-396-5913
Phone

Wellness Ridge CDD
Name of Entity for O&M

Address

City, State, Zip

Date

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☐ Copy of all recorded plats
- ☐ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)

SECTION VI

SECTION A

SECTION I

Wellness Ridge CDD									
Plat	Tract	Type of Tract	Dedicated To	Plat Note	Required By Separate Instrument	Ordered/ Received Title	Engineer Sign Off	Board Approved Resolution	Notes:
Phase 1A	SW-2A1; SW-2B	Stormwater	CDD	#4		Yes	Yes	2023-04	deed executed - pending LLEB sign off on title
Phase 1A	OS-1; OS-2; OS-3; OS-4; OS-5	Open Space	CDD	#5		Yes	Yes	2023-04	deed executed - pending LLEB sign off on title
Phase 1A	LA-1; LA-16; LA-17; LA-18	Signage, Wall, Utility, Landscape	CDD	#5		Yes	Yes	2023-04	deed executed - pending LLEB sign off on title
Phase 1A	AL-1; AL-2; AL-3; AL-4	Private Alleys	CDD	#5		Yes	Yes	2023-04	deed executed - pending LLEB sign off on title
Phase 1A	REC-11	Recreation	CDD	#5		Yes	Yes	2023-04	deed executed - pending LLEB sign off on title
Phase 1A	LS-1	Lift Station	City of Clermont	#8					drafted BOS
Phase 1A	all named ROW except RW-1	Right of Ways	City of Clermont	#8					drafted BOS
Phase 1A	RW-1	Right of Way (Wellness Way)	Lake County	#10	Yes				drafted BOS
Phase 1B	AL-12; AL-13	Alleys	CDD	7	Yes				
Phase 1B	LA-2; LA-15	Signage, Wall, Utility, Landscape	CDD	7	Yes				
Phase 1B	OS-7; OS-8; OS-8a	Open Space/Drainage	CDD	7	Yes				
Phase 1B	REC-1	Recreation	CDD	7	Yes				
Phase 1B	SW-3	Stormwater	CDD	6	Yes				

SECTION 3

From: **Jay Lazarovich** jlazarovich@lathamluna.com
Subject: CDD Ethics Training Requirement (Wellness Ridge CDD)
Date: January 23, 2024 at 9:00 AM
To: Adam Morgan adam.morgan@lennar.com, Lane.register@lennar.com Lane.Register@Lennar.com, Rob Bonin (Rob.Bonin@Lennar.com) rob.bonin@Lennar.com, Brent Kewley Brent.Kewley@lennar.com, chris.forbes@lennar.com
Cc: Jan Carpenter JCarpenter@lathamluna.com, Audeliz Matos amatos@lathamluna.com, gflint gflint@gmscfl.com, Stacie Vanderbilt svanderbilt@gmscfl.com

---

Good morning, below is information to help you comply with the new ethics training required for all CDD Supervisors.

As a reminder, the new ethics training requirement applies to calendar year 2024. Therefore, you will need to certify that you completed this requirement on the Form 1 for calendar year 2024, due on July 1, 2025. As a second reminder, your Form 1 for calendar year 2023 is due on July 1, 2024 and, for the first time, is **required** to be submitted electronically via the Electronic Disclosure Management System at https://disclosure.floridaethics.gov/Account/Login.

Background:

Beginning on January 1, 2024, Section 112.3142, *Florida Statutes*, requires each elected local officer of an independent special district and each person who is appointed to fill a vacancy for an unexpired term to complete four (4) hours of ethics training each calendar year. This ethics training must address, at a minimum: Section 8, Article II of the Florida Constitution; the Code of Ethics for Public Officers and Employees; and Florida's public records and public meetings laws.

Training "hours" are permitted to be measured in 50-minute increments and a combination two hours of ethics training, one hour of open meetings training and one hour of public records training is sufficient to satisfy the four-hour requirement (See CEO 13-15 and CEO 13-24).

The training may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar or presentation, so long as the required subject matter is covered. We strongly recommend that you keep track of all of the ethics training you complete (including dates and times) since you will be required to self-certify on your annual Form 1 that you have completed the required ethics training for that year.

Resources to complete the new requirement:

(1) Free option:

-Website of the ***Florida Commission on Ethics*** (https://ethics.state.fl.us/Training/Training.aspx and click "Training" located at the top of the page and then click "Training Opportunities")
-Website of the ***Attorney General*** (https://www.myfloridalegal.com/open-government/training and click "Training" located at the top of the page)

An example set to satisfy the requirement is: (a) the 58 min. "Voting Conflicts – Local Officers" video and the 50 min. "Gifts" video located on the ***Florida Commission on Ethics*** website to satisfy the two ethics hours needed; plus (b) the two hour "Public Meetings and Public Records Law" video located on the ***Attorney General*** website to satisfy the one public records hour needed and the one open meetings hour needed.

(2) FLC University (sponsored by the Florida League of Cities) offers an "On-Line Learning Library" with virtual training to fulfill the requirement. For more info., visit their website at https://www.floridaleagueofcities.com/education-and-events/ethics-education or contact FLC University at (407) 367-3443 or by email to university@flcities.com.

(3) Other sources that charge a fee:

-Florida Institute of Government ($79): https://iog.fsu.edu/online-ethics We understand they are going to launch a new program specifically addressed to the new requirement on February 1, 2024.

-The Florida Ethics Institute ($75): https://floridaethics.org/courses/florida-ethics-law-4-hour-course/

Additionally, the Florida Association of Special Districts has announced that they will offer a 4 hour course soon. We will keep you informed if we learn of new resources to satisfy this requirement and of any additional updates to the law.

Please feel free to contact us or your District Manager if you have questions.

As a reminder, please be careful to not "Reply All" in order to maintain compliance with the Sunshine Laws. Thank you!

Jay E. Lazarovich, Esq.

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
407-481-5800 Main
407-481-5842 Direct
407-481-5801 Fax
jlazarovich@lathamluna.com
www.lathamluna.com

SECTION B

SECTION 1

This item will be provided under separate cover

SECTION C

SECTION 1

Wellness Ridge
Community Development District

Summary of Check Register

October 1, 2023 through November 10, 2023

Fund	Date	Check No.'s		Amount
General Fund				
	10/5/23	44 - 45	$	4,808.78
	10/12/23	46 - 47	$	6,505.34
	10/19/23	48	$	175.00
	10/20/23	49	$	202,153.13
	10/25/23	50	$	117,376.75
	10/26/23	51 - 53	$	15,553.35
	11/9/23	54	$	13,164.95
		Total Amount	**$**	**359,737.30**

*** CHECK DATES 10/01/2023 - 11/10/2023 *** WELLNESS RIDGE GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
10/05/23	00008	9/14/23	18000	202309	320-53800-46200		*	900.00		
			MOWING SERVICES SEP23							
						FRANK POLLY SOD, INC			900.00	000044
10/05/23	00001	9/01/23	18	202309	310-51300-34000		*	3,333.33		
			MANAGEMENT FEES SEP23							
		9/01/23	18	202309	310-51300-35200		*	100.00		
			WEBSITE ADMIN SEP23							
		9/01/23	18	202309	310-51300-35100		*	150.00		
			INFORMATION TECH SEP23							
		9/01/23	18	202309	310-51300-31300		*	291.67		
			DISSEMINATION SVCS SEP23							
		9/01/23	18	202309	310-51300-51000		*	.09		
			OFFICE SUPPLIES SEP23							
		9/01/23	18	202309	310-51300-42000		*	1.89		
			POSTAGE SEP23							
		9/01/23	18	202309	310-51300-42500		*	31.80		
			COPIES SEP23							
						GOVERNMENTAL MANAGEMENT SERVICES-CF			3,908.78	000045
10/12/23	00004	8/29/23	19233	202310	310-51300-45000		*	5,200.00		
			FY24 INSURANCE POLICY							
						EGIS INSURANCE ADVISORS			5,200.00	000046
10/12/23	00005	9/05/23	120287	202308	310-51300-31500		*	1,246.34		
			GENERAL COUNSEL AUG23							
		9/05/23	120288	202308	310-51300-31500		*	59.00		
			CONVEYANCES JUL/AUG23							
						LATHAM, LUNA, EDEN & BEAUDINE, LLP			1,305.34	000047
10/19/23	00003	10/02/23	89520	202310	310-51300-54000		*	175.00		
			SPECIAL DISTRICT FEE FY24							
						DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00	000048
10/20/23	00009	10/20/23	10202023	202310	300-20700-10000		*	202,153.13		
			DIR ASSESS TXFER - S2023							
						WELLNESS RIDGE CDD C/O US BANK			202,153.13	000049
10/25/23	00009	10/25/23	10252023	202310	300-20700-10000		*	117,376.75		
			ASSESSMENT TXFER - S2023							
						WELLNESS RIDGE CDD C/O US BANK			117,376.75	000050
10/26/23	00008	10/02/23	18018	202310	320-53800-46200		*	900.00		
			MOWING SERVICES OCT23							
						FRANK POLLY SOD, INC			900.00	000051

*** CHECK DATES 10/01/2023 - 11/10/2023 ***
WELLNESS RIDGE GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/26/23	00001	9/30/23	20 ASSESSMENT ROLL FY24	202310	310-51300-31700		*	5,000.00		
		10/01/23	19 MANAGEMENT FEES OCT23	202310	310-51300-34000		*	3,333.33		
		10/01/23	19 WEBSITE ADMIN OCT23	202310	310-51300-35200		*	100.00		
		10/01/23	19 INFORMATION TECH OCT23	202310	310-51300-35100		*	150.00		
		10/01/23	19 DISSEMINATION SVCS OCT23	202310	310-51300-31300		*	291.67		
		10/01/23	19 OFFICE SUPPLIES OCT23	202310	310-51300-51000		*	.21		
		10/01/23	19 POSTAGE OCT23	202310	310-51300-42000		*	4.15		
		10/01/23	19 COPIES OCT23	202310	310-51300-42500		*	2.25		
						GOVERNMENTAL MANAGEMENT SERVICES-CF			8,881.61	000052
10/26/23	00005	10/05/23	121309 GENERAL COUNSEL SEP23	202309	310-51300-31500		*	5,683.24		
		10/05/23	121310 CONVEYANCES SEP23	202309	310-51300-31500		*	88.50		
						LATHAM, LUNA, EDEN & BEAUDINE, LLP			5,771.74	000053
11/09/23	00010	9/01/23	F0000000 STREETLIGHTS SEP23	202309	320-53800-43100		*	6,659.95		
		10/02/23	F0000000 STREETLIGHTS OCT23	202310	320-53800-43100		*	6,505.00		
						DUKE ENERGY			13,164.95	000054

TOTAL FOR BANK A 359,737.30

TOTAL FOR REGISTER 359,737.30

Wellness Ridge
Community Development District

Summary of Check Register

November 11, 2023 to February 2, 2024

Fund	Date	Check No.'s		Amount
General Fund				
	2/5/24	71	$	900.00
	2/14/24	72	$	6,505.00
	2/19/24	73-74	$	6,517.58
	3/4/24	75	$	6,505.00
		Total Amount	**$**	**20,427.58**

*** CHECK DATES 02/03/2024 - 03/08/2024 ***
WELLNESS RIDGE GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
2/05/24	00008	1/31/24	18117	202402	320-53800-46200		*	900.00		
			MOWING SERVICES FEB24							
						FRANK POLLY SOD, INC			900.00	000071
2/14/24	00010	2/01/24	F0000000	202402	320-53800-43100		*	6,505.00		
			STREETLIGHTS FEB24							
						DUKE ENERGY			6,505.00	000072
2/19/24	00001	2/01/24	24	202402	310-51300-34000		*	3,333.33		
			MANAGEMENT FEES FEB24							
		2/01/24	24	202402	310-51300-35200		*	100.00		
			WEBSITE ADMIN FEB24							
		2/01/24	24	202402	310-51300-35100		*	150.00		
			INFORMATION TECH FEB24							
		2/01/24	24	202402	310-51300-31300		*	291.67		
			DISSEMINATION SVCS FEB24							
		2/01/24	24	202402	310-51300-51000		*	.15		
			OFFICE SUPPLIES FEB24							
		2/01/24	24	202402	310-51300-42000		*	37.43		
			POSTAGE FEB24							
						GOVERNMENTAL MANAGEMENT SERVICES-CF			3,912.58	000073
2/19/24	00005	2/14/24	123249	202401	310-51300-31500		*	2,605.00		
			GENERAL COUNSEL JAN24							
						LATHAM, LUNA, EDEN & BEAUDINE, LLP			2,605.00	000074
3/04/24	00010	3/01/24	F0000000	202403	320-53800-43100		*	6,505.00		
			STREETLIGHTS MAR24							
						DUKE ENERGY			6,505.00	000075

TOTAL FOR BANK A 20,427.58

TOTAL FOR REGISTER 20,427.58

SECTION 2

Wellness Ridge

Community Development District

Unaudited Financial Reporting

February 29, 2024

Table of Contents

Wellness Ridge

Community Development District

Combined Balance Sheet

February 29, 2024

	General Fund	*Debt Service Fund*	*Capital Projects Fund*	*Total Governmental Funds*
Assets:				
Cash:				
Operating Account	$ 326,224	$ -	$ -	$ 326,224
Investments:				
Series 2023				
Reserve	$ -	$ 261,231	$ -	$ 261,231
Revenue	$ -	$ 469,400	$ -	$ 469,400
Interest	$ -	$ 0	$ -	$ 0
Construction/Acquistion	$ -	$ -	$ 3,283	$ 3,283
Total Assets	**$ 326,224**	**$ 730,631**	**$ 3,283**	**$ 1,060,138**
Liabilities:				
Accounts Payable	$ 1,500	$ -	$ -	$ 1,500
Total Liabilites	**$ 1,500**	**$ -**	**$ -**	**$ 1,500**
Fund Balance:				
Restricted:				
Debt Service Series 2023	$ -	$ 730,631	$ -	$ 730,631
Unassigned	$ 324,724	$ -	$ -	$ 324,724
Total Fund Balances	**$ 324,724**	**$ 730,631**	**$ 3,283**	**$ 1,058,638**
Total Liabilities & Fund Balance	$ 326,224	$ 730,631	$ 3,283	$ 1,060,138

Wellness Ridge

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted Budget	Prorated Budget Thru 02/29/24	Actual Thru 02/29/24	Variance
Revenues:				
Assessments - On Roll	$ 254,416	$ 254,416	$ 254,631	$ 215
Assessments - Direct Bill	$ 207,586	$ 155,690	$ 155,690	$ -
Developer Contributions	$ 279,346	$ 6,961	$ 6,961	$ -
Total Revenues:	**$ 741,348**	**$ 417,067**	**$ 417,282**	**$ 215**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 5,000	$ 1,800	$ 3,200
FICA Expenditures	$ 918	$ 383	$ 138	$ 245
Engineering	$ 15,000	$ 6,250	$ -	$ 6,250
Attorney	$ 25,000	$ 10,417	$ 9,149	$ 1,268
Annual Audit	$ 4,000	$ 1,500	$ 1,500	$ -
Assessment Administration	$ 5,000	$ 5,000	$ 5,000	$ -
Arbitrage	$ 450	$ -	$ -	$ -
Dissemination	$ 5,000	$ 2,083	$ 1,458	$ 625
Trustee Fees	$ 4,050	$ -	$ -	$ -
Management Fees	$ 40,000	$ 16,667	$ 16,667	$ -
Information Technology	$ 1,800	$ 750	$ 750	$ -
Website Maintenance	$ 1,200	$ 500	$ 500	$ -
Telephone	$ 300	$ 125	$ -	$ 125
Postage & Delivery	$ 1,000	$ 417	$ 94	$ 323
Insurance	$ 5,750	$ 5,750	$ 5,200	$ 550
Printing & Binding	$ 1,000	$ 417	$ 5	$ 412
Legal Advertising	$ 10,000	$ 4,167	$ 133	$ 4,033
Other Current Charges	$ 4,250	$ 1,771	$ 868	$ 903
Office Supplies	$ 625	$ 260	$ 1	$ 260
Travel Per Diem	$ 660	$ 275	$ -	$ 275
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total Administrative:	**$ 138,178**	**$ 61,905**	**$ 43,437**	**$ 18,468**
Operations & Maintenance				
Contract Services				
Field Management	$ 15,000	$ 6,250	$ -	$ 6,250
Amenities Management	$ 125,000	$ 52,083	$ -	$ 52,083
Landscape Maintenance	$ 193,440	$ 80,600	$ 4,500	$ 76,100
Lake Maintenance	$ 2,460	$ 1,025	$ -	$ 1,025
Pool Maintenance	$ 20,820	$ 8,675	$ -	$ 8,675
Pest Control	$ 780	$ 325	$ -	$ 325
Janitorial Services	$ 30,000	$ 12,500	$ -	$ 12,500
Contract Services Subtotal:	$ 387,500	$ 161,458	$ 4,500	$ 156,958

Wellness Ridge

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted Budget	Prorated Budget Thru 02/29/24	Actual Thru 02/29/24	Variance
Repairs & Maintenance				
Landscape Replacement	$ 2,500	$ 1,042	$ -	$ 1,042
Irrigation Repairs	$ 2,000	$ 833	$ -	$ 833
General Repairs & Maintenance	$ 2,500	$ 1,042	$ -	$ 1,042
Alleyway & Sidewalk Maintenance	$ 3,000	$ 1,250	$ -	$ 1,250
Signage	$ 1,500	$ 625	$ -	$ 625
Walls - Repair/Cleaning	$ 1,500	$ 625	$ -	$ 625
Fencing	$ 1,500	$ 625	$ -	$ 625
Repairs & Maintenance Subtotal:	$ 14,500	$ 6,042	$ -	$ 6,042
Utilities				
Amenity Center - Electric	$ 21,120	$ 8,800	$ -	$ 8,800
Amenity Center - Water	$ 9,240	$ 3,850	$ -	$ 3,850
Electric	$ 2,500	$ 1,042	$ 3,042	$ (2,000)
Water & Sewer	$ 20,000	$ 8,333	$ 4,139	$ 4,194
Streetlights	$ 40,000	$ 16,667	$ 32,525	$ (15,858)
Utilities Subtotal:	$ 92,860	$ 38,692	$ 39,706	$ (1,015)
Amenities				
Property Insurance	$ 27,665	$ -	$ -	$ -
Pool Attendants	$ 12,500	$ 5,208	$ -	$ 5,208
Facility Maintenance	$ 25,000	$ 10,417	$ -	$ 10,417
Pool Repairs & Maintenance	$ 10,000	$ 4,167	$ -	$ 4,167
Pool Permits	$ 325	$ 135	$ -	$ 135
Access Cards & Equipment Supplies	$ 3,000	$ 1,250	$ -	$ 1,250
Fire Alarm & Security Monitoring	$ 420	$ 175	$ -	$ 175
Fire Alarm & Security Monitoring Repairs	$ 2,000	$ 833	$ -	$ 833
Fire Extinguisher Inspections	$ 100	$ 42	$ -	$ 42
Amenity Signage	$ 2,000	$ 833	$ -	$ 833
Repairs & Maintenance	$ 5,000	$ 2,083	$ -	$ 2,083
Office Supplies	$ 1,000	$ 417	$ -	$ 417
Operating Supplies	$ 5,000	$ 2,083	$ -	$ 2,083
Special Events	$ 9,000	$ 3,750	$ -	$ 3,750
Termite Bond	$ 300	$ 125	$ -	$ 125
Amenities Subtotal:	$ 103,310	$ 31,519	$ -	$ 31,519
Other				
Contingency	$ 5,000	$ 2,083	$ -	$ 2,083
Other Subtotal:	$ 5,000	$ 2,083	$ -	$ 2,083
Total Operations & Maintenance:	**$ 603,170**	**$ 239,794**	**$ 44,206**	**$ 195,588**
Total Expenditures:	**$ 741,348**	**$ 301,699**	**$ 87,643**	**$ 214,056**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 329,639	
Fund Balance - Beginning	$ -		$ (4,915)	
Fund Balance - Ending	$ -		$ 324,724	

Wellness Ridge

Community Development District

Debt Service Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted Budget	Prorated Budget Thru 02/29/24	Actual Thru 02/29/24	Variance
Revenues:				
Assessments - On Roll	$ 287,710	$ 287,710	$ 287,954	$ 245
Assessments - Direct Bill	$ 234,753	$ 176,065	$ 176,065	$ -
Interest	$ -	$ -	$ 10,224	$ 10,224
Total Revenues	**$ 522,463**	**$ 463,775**	**$ 474,243**	**$ 10,468**
Expenditures:				
Interest - 12/15	$ 202,153	$ 202,153	$ 202,153	$ -
Principal - 06/15	$ 120,000	$ -	$ -	$ -
Interest - 06/15	$ 202,153	$ -	$ -	$ -
Total Expenditures	**$ 524,306**	**$ 202,153**	**$ 202,153**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ (1,844)		$ 272,090	
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ -	$ -	$ (5,283)	$ (5,283)
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ (5,283)**	**$ (5,283)**
Net Change in Fund Balance	$ (1,844)		$ 266,807	
Fund Balance - Beginning	$ 204,966		$ 463,824	
Fund Balance - Ending	$ 203,122		$ 730,631	

Wellness Ridge

Community Development District

Capital Projects Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted Budget	Prorated Budget Thru 02/29/24	Actual Thru 02/29/24	Variance
Revenues:				
Interest	$ -	$ -	$ 446	$ 446
Total Revenues	**$ -**	**$ -**	**$ 446**	**$ 446**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 446	
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ -	$ -	$ 5,283	$ 5,283
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ 5,283**	**$ 5,283**
Net Change in Fund Balance	$ -		$ 5,729	
Fund Balance - Beginning	$ -		$ (2,447)	
Fund Balance - Ending	$ -		$ 3,283	

Wellness Ridge

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - On Roll	$ -	$ -	$ 254,631	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 254,631
Assessments - Direct Bill	$ 103,793	$ -	$ -	$ 51,897	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 155,690
Developer Contributions	$ 6,961	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,961
Total Revenues:	**$ 110,754**	**$ -**	**$ 254,631**	**$ 51,897**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 417,282**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ 1,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,800
FICA Expenditures	$ 138	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 138
Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Attorney	$ 1,487	$ 3,613	$ 1,444	$ 2,605	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,149
Annual Audit	$ -	$ -	$ -	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500
Assessment Administration	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dissemination	$ 292	$ 292	$ 292	$ 292	$ 292	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,458
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management Fees	$ 3,333	$ 3,333	$ 3,333	$ 3,333	$ 3,333	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,667
Information Technology	$ 150	$ 150	$ 150	$ 150	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 750
Website Maintenance	$ 100	$ 100	$ 100	$ 100	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage & Delivery	$ 4	$ 8	$ 25	$ 20	$ 37	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 94
Insurance	$ 5,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,200
Printing & Binding	$ 2	$ 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5
Legal Advertising	$ 133	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 133
Other Current Charges	$ 54	$ 55	$ 672	$ 46	$ 41	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 868
Office Supplies	$ 0	$ 0	$ 0	$ 0	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1
Travel Per Diem	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total Administrative:	**$ 17,868**	**$ 7,553**	**$ 6,016**	**$ 6,546**	**$ 5,453**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 43,437**
Operations & Maintenance													
Contract Services													
Field Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenities Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape Maintenance	$ 900	$ 900	$ 900	$ 900	$ 900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,500
Lake Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pool Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pest Control	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Janitorial Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contract Services Subtotal:	$ 900	$ 900	$ 900	$ 900	$ 900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,500

Wellness Ridge

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Repairs & Maintenance													
Landscape Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alleyway & Sidewalk Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Signage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Walls - Repair/Cleaning	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fencing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repairs & Maintenance Subtotal:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Utilities													
Amenity Center - Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenity Center - Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Electric	$ 406	$ 50	$ 953	$ 752	$ 880	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,042
Water & Sewer	$ 14	$ 949	$ 1,944	$ 18	$ 1,214	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,139
Streetlights	$ 6,505	$ 6,505	$ 6,505	$ 6,505	$ 6,505	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,525
Utilities Subtotal:	$ 6,925	$ 7,504	$ 9,403	$ 7,275	$ 8,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 39,706
Amenities													
Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pool Attendants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Facility Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pool Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pool Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Access Cards & Equipment Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fire Alarm & Security Monitoring	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fire Alarm & Security Monitoring Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fire Extinguisher Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenity Signage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operating Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Events	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Termite Bond	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenities Subtotal:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other													
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Subtotal:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Operations & Maintenance:	**$ 7,825**	**$ 8,404**	**$ 10,303**	**$ 8,175**	**$ 9,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 44,206**
Total Expenditures:	**$ 25,694**	**$ 15,957**	**$ 16,319**	**$ 14,721**	**$ 14,953**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 87,643**
Excess Revenues (Expenditures)	$ 85,061	$ (15,957)	$ 238,312	$ 37,176	$ (14,953)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 329,639

Wellness Ridge

Community Development District

Long Term Debt Report

SERIES 2023, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.250%, 5.125%, 5.375%	
MATURITY DATE:	6/15/2053	
OPTIONAL REDEMPTION DATE:	6/15/2033	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	$261,231	
RESERVE FUND BALANCE	$261,231	
BONDS OUTSTANDING - 04/20/23		$7,855,000
CURRENT BONDS OUTSTANDING		**$7,855,000**

Wellness Ridge

Community Development District

Special Assessment Receipt Schedule

Fiscal Year 2024

Gross Assessments	$ 270,654.19	$ 306,074.41	$ 576,728.60
Net Assessments	$ 254,414.94	$ 287,709.95	$ 542,124.88

ON ROLL ASSESSMENTS

								46.93%	53.07%	100.00%
Date	*Distribution*	*Distribution Period*	*Gross Amount*	*Commissions*	*Discount/Penalty*	*Interest*	*Net Receipts*	*O&M Portion*	*Series 2023 Debt Service*	*Total*
12/11/23	ACH	DEBT	$306,074.41	($6,121.55)	($11,998.39)	$0.00	$287,954.47	$0.00	$287,954.47	$287,954.47
12/11/23	ACH	MAINT	$270,654.19	($5,413.08)	($10,610.32)	$0.00	$254,630.79	$254,630.79	$0.00	$254,630.79
		TOTAL	**$ 576,728.60**	**$ (11,534.63)**	**$ (22,608.71)**	**$ -**	**$ 542,585.26**	**$ 254,630.79**	**$ 287,954.47**	**$ 542,585.26**

100%	**Net Percent Collected**
0	**Balance Remaining to Collect**

DIRECT BILL ASSESSMENTS

Lennar Homes LLC						
2024-01			Net Assessments	$442,339.93	$207,586.43	$234,753.50
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2023 Debt Service
10/23/23	11/1/23	2114437	$221,169.97	$221,169.97	$103,793.22	$117,376.75
1/16/24	2/1/24	2164499	$110,584.98	$110,584.98	$51,896.60	$58,688.38
	5/1/24		$110,584.98	$0.00	$0.00	$0.00
			$442,339.93	**$331,754.95**	**$155,689.82**	**$176,065.13**